

Jackson Town Council Regular Meeting

February 19, 2019

6:00 PM

Town Council Chambers

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

I. OPENING

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

II. PUBLIC COMMENT

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

III. CONSENT CALENDAR

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

- A. Minutes
 - 1. January 29, 2019 special meeting
 - 2. February 4, 2019 regular meeting
- B. Disbursements
- C. January 2019 Municipal Court Report
- D. Special Event: World Championship Snowmobile Hill Climb
- E. Special Event: Ultimate Towner
- F. Temporary Sign Permit: Bras 4 A Cause (P19-026)
- G. Children's Museum Lease Extension
- H. Sewer Concrete Rehabilitation Project Contract
- I. Bid 19-13 and 19-14: Award for 2019 Spring Road Striping and Marking Projects
- J. Bid 19-15: Award for 2019 Spring Road Patching and Overlay Project

IV. COUNCIL PRIORITIES

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

- A. Administration
 - 1. Application to Transfer the Ownership and Location of a Retail Liquor License from Tastebuds, LLC to ShopCoo, LLC (Sandy Birdyshaw, Town Clerk)
 - 2. Renewal of ShopCoo, LLC Retail Liquor License (Sandy Birdyshaw, Town Clerk)
This item will be heard if #1 is approved.

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3. Renewal of ShopCoo, LLC Restaurant Liquor License (Sandy Birdyshaw, Town Clerk)
This item will be heard if #1 or #2 are not approved.
 4. Renewal of Tastebuds, LLC Retail Liquor License (Sandy Birdyshaw, Town Clerk)
This item will be heard if #1 is not approved.
 5. Annual Renewal of Town Liquor Licenses and Permits (Sandy Birdyshaw, Town Clerk)
This item is for all other licenses not previously listed above.
- B. Housing Department
1. Special Restrictions for Affordable Condominium Rentals (April Norton/Audrey Cohen-Davis, Housing Director/Town Attorney)

VI. RESOLUTIONS

- A. **Resolution 19-04:** A Resolution Agreeing to participate in the Teton Health District and Department (Roxanne Robinson, Assistant Town Manager)

VII. ORDINANCES

- A. Agenda Documentation for Ordinances A - S
1. **Ordinance A:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.1.C of Land Development Regulations related to Pedestrian Frontages (Presented for 2nd Reading)
 2. **Ordinance B:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.2.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-1 Zone (Presented for 2ND Reading)
 3. **Ordinance C:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.3.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-2 Zone (Presented for 2ND Reading)
 4. **Ordinance D:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.4.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-3 Zone (Presented for 2ND Reading)
 5. **Ordinance E:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.5.B of Land Development Regulations related to Site Development Setbacks, Vehicle Access Standards, and Height in the NL-4 Zone (Presented for 2ND Reading)
 6. **Ordinance F:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.6.B, C, and E of Land Development Regulations related to Site Development Setbacks, Height, accessory Residential Units, and Apartments in the NL-5 Zone (Presented for 2ND Reading)
 7. **Ordinance G:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.7.B, C, and D of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Floor Area Ratio, Density, and Subdivision in the NM-1 Zone (Presented for 2ND Reading)

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8. **Ordinance H:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.8.B and C of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Development Thresholds, and Density in the NM-2 Zone (Presented for 2ND Reading)
9. **Ordinance I:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.9.B and E of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Development Thresholds, and Density in the NH-1 Zone (Presented for 2ND Reading)
10. **Ordinance J:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.10.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the DC Zone (Presented for 2ND Reading)
11. **Ordinance K:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.11.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the CR-1 Zone (Presented for 2ND Reading)
12. **Ordinance L:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.12.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the CR-2 Zone (Presented for 2ND Reading)
13. **Ordinance M:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.13.B, C, and E, and Section 6.1.1.F of Land Development Regulations related to Exterior Lighting, Development Thresholds, Drive-In Facility, Affordable Workforce Housing, and Allow Uses in the CR-3 Zone (Presented for 2ND Reading)
14. **Ordinance N:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.14.B of Land Development Regulations related to Fencing and Exterior Lighting in the OR Zone (Presented for 2ND Reading)
15. **Ordinance O:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 5.7.1.D of Land Development Regulations related to Grading Permits in the Town (Presented for 2ND Reading)
16. **Ordinance P:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 7.2.2.A.6.c of Land Development Regulations related to Warrant Period for Subdivision Improvements (Presented for 2ND Reading)
17. **Ordinance Q:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 7.6.3.G and H of Land Development Regulations related to Private Road Standards in the Town (Presented for 2ND Reading)
18. **Ordinance R:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 8.10.8.D of Land Development Regulations related to Qualifications for a Hearing Officer (Presented for 2ND Reading)
19. **Ordinance S:** An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 9.4.6.D and 9.4.8.E of Land Development Regulations related to Measurement of Landscape Surface Ration and Street Setbacks in the Town (Presented for 2ND Reading)

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VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 29, 2019

JACKSON, WYOMING

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

MAYOR: Pete Muldoon.

COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Audrey Cohen-Davis, Tyler Sinclair, April Norton, and Sandy Birdyshaw.

Item P18-208: Snow King Resort Master Plan Base Area Amendments. Tyler Sinclair made introductory remarks including this is the sixth meeting since this item was introduced.

The meeting moved into discussion of Conditions of Approval for Chapters 1 - 10 that were updated to reflect Council direction given at the December 20, 2018 meeting.

1. **Chapter 1:** The applicant shall revise the proposed Master Plan to include all language proposed to be deleted and to include amendments to better align with the 2012 Comprehensive Plan vision for Snow King. The defined vision will be used to review future land use changes in the Plan specifically but not limited to Sub-area #2 until such time it is revised in the future.
2. **Chapter 2:** Applicant shall revise Chapter 2 to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.
3. **Chapter 3:** Applicant shall work with staff to update references to the Land Development Regulations to incorporate the current Land Development Regulations as required.
4. **Chapter 4:** Applicant shall revise Sub-area #1 or #3 to include all of the proposed building currently split between two sub-areas into one.
5. **Chapter 4:** Applicant shall revise the Master Plan to include all properties within current Sub-Area #7 with their assigned square footage and APO's. In addition, the applicant shall revise the Chapter to indicate whether property owners in this area are required to be part of SKRMA or not.
6. **Chapter 5:** Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses. Specifically, a zip line landing area may be proposed as a Conditional Use Permit in Sub-area #4 only.
7. **Chapter 5:** Applicant shall revise the proposed land use schedule to require a Basic Use Permit for a temporary Outdoor Amusement/recreation and Commercial Amusement uses. Temporary shall be defined as a use occurring for a period of less than 180 days per year. Upon expiration of the temporary use the operation of and all associated improvements shall be completely removed from the property. There shall be a limit of two basic use permits allowed per use thereafter the use shall be considered a permanent use and require a Conditional Use Permit.
8. **Chapter 5:** Temporary Outdoor events shall be required to submit a Basic Use Permit for review and approval of staff if there is amplified sound, and attendance by more than 200 participants. Event locations may be approved for multiple events and seasons through the approval of one Basic Use Permit. For example, an outdoor event tent in a specific location may be approved with amplified music and attendance for 250 participants in the same location for an entire summer season.
9. **Chapter 5:** Applicant shall revise the Chapter to include Day Care/Education as an allowed Basic Use in all Building Envelopes.
10. **Chapter 5:** Applicant shall revise the Example Development chart (in all locations) to reflect the new proposed Sub-areas and associated uses and square footages to reflect what has been built to date and what is anticipated in the future.
11. **Chapter 6:** Applicant shall revise the Chapter to include a requirement that all buildings be reviewed for compliance with the Master Plan Design Guidelines by the Town Design Review Committee.
12. **Chapter 7:** Applicant shall include language in Sub-area #3 for Lots 53 and 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
13. **Chapter 7:** Applicant shall include language in Sub-area #3 for Lot 57 to ensure compatibility with the recreational area to the west including but not limited to consideration at time of Development Plan to shifting the building to the east, reducing the footprint of the building, breaking it up into multiple buildings, etc. In addition, the applicant shall include language to address bulk and scale concerns with the proposed structure including stepping down the building height, reducing the building height to 2 stories, etc.
14. **Chapter 7:** Applicant shall revise the Master Plan to include a requirement for alternative transportation mode improvements to connect the Master Plan to Cache Creek Drive including paving,

bollards, signage, and other best practices at the time of development of Lots 53, 57 or 58 whichever comes first.

15. **Chapter 7:** The applicant shall include as part of each Development Plan application that all necessary alternative mode connections to all off site locations be identified.

16. **Chapter 7:** Applicant shall revise Sub-area #4 to reduce the proposed building envelope, to remove discussion of parking and to require a thorough review and consideration of the proposed uses through a Conditional Use Permit both onsite and with the surrounding neighborhood. The applicant shall revise the proposed building envelope on Vine Street to allow for a sidewalk and Complete Street cross section connecting the facility to the resort. Applicant shall revise the allowed maximum building height to 39'.

17. **Chapter 7:** The applicant shall revise the use table to allow light industrial uses in Sub-area #4 and #5 as a Conditional Use Permit.

18. **Chapter 7:** Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR Hillside Development requirements in place at the time of Development Plan.

19. **Chapter 7:** The applicant shall revise Sub-area #5 to include an option for a 2nd sheet of ice to the west of the existing Snow King Ice Center under the proposed Mountain Sports Facility or on its own.

20. **Chapter 7:** The applicant shall revise the language in the plan to require a CUP process to determine a final design of Phil Baux Park. The revised plans would allow the landing of the gondola on Town property in a location that does not divide the park. In addition, site circulation for all modes of transportation shall be addressed including the location of parking, pick up and drop off, locker areas, START bus stops, etc. Buildings and improvements should be clustered together near existing improvements to obtain as much open space as possible. The detailed plan shall locate improvements generally at the street level to address accessibility and ease of access during all seasons. The plan shall ensure that there is an adequate waiting area for large numbers of gondola users to not impact the other users of the park.

21. **Chapter 8:** The applicant shall revise the Master Plan to state that all future development shall be subject to the Housing Requirements in the Town Land Development Regulations in place at the time of the application.

22. **Chapter 8:** Applicant shall revise the Chapter to remove language regarding banking/credits for housing units.

23. **Chapter 9:** Applicant shall revise the current TDM requirements to include the following additional measures:

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

The applicant shall be required to implement a minimum of 5 TDM strategies at all times.

24. **Chapter 9:** Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made prior to final approval.

25. **Chapter 9:** Applicant shall be required to pave and maintain the availability of the surface parking lots in Sub-area #2 for use by all public and private patrons to the area. The applicant shall revise the Master Plan to state that all tour bus parking must occur on private property. Specifically, the proposed surface lots on Sub-Area #2 shall accommodate tour bus/oversized vehicle parking and appropriate signage to direct guests to the various amenities within the resort.

26. **Chapter 9:** Applicant shall revise the Master Plan to state that they agree to participate in the development of a TDM program for the entire Snow King Base area including all surrounding property owners and users in the future.

27. **Chapter 9:** Applicant shall revise the Master Plan to require the provision of parking counts for all surface parking lots over 10 spaces as part of the required transportation monitoring requirement.

28. **Chapter 10:** Applicant shall address all conditions in the Town Engineer memorandum dated September 12, 2018 at time of the applicable Development Plan or as part of the revised Master Plan as determined by the Town Engineer. Specifically, the Resort contributions required at certain square footage thresholds shall be included in the Master Plan.

29. **Chapter 11:** The applicant shall work with staff to include a specific bundled phasing plan incorporating the requirements of the Entity Requirements and Phasing table into the amended Master Plan for final review and approval by Council.

30. **All Chapters:** The applicant shall incorporate all amendments outlined in the Entity Requirements and Phasing Table finalized at the meeting into Chapters 11 and 12 and other Chapters if deemed necessary of the Master Plan.

Conditions related to the requirements of SKRMA, Snow King Mountain, and the Town were also updated to reflect Council direction and presented in a table format. Jeff Golightly, representing Snow King Resort made comment.

Commitment	Respon- sible	Required Prior To	If Violated Post Development	Comment
Definition of SKRMA membership in Master Plan including shares and what landowners, if any, are not required to participate and contact information for all members. Prior to final approval by Town Council the applicant shall work with the Town to draft specific legal documents/language/ mechanisms assuring all obligations including enforcement of SKRMA under the Master Plan are required of all obligated property owners in perpetuity. Documents may include but are not limited to SKRMA Bylaws, the Master Plan, Affidavits Affecting Title, etc.	SKRMA	Master Plan approval	n/a	Council discussed this issue and directed the applicant to continue to clarify the request. Prior to Council final approval legal obligations for SKRMA requirements shall be provided.
The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan. The applicant shall provide an estimate of the annual amount to be collected by the SKRMA fee prior to final approval of the Master Plan.	SKRMA and Town	Master Plan approval	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction. Council clarified that all current language in the Master Plan would be retained to ensure all items listed continue to be included. Council discussed whether the applicant should provide an estimate of the amount of funding that is anticipated from the SKRMA fee prior to final Council approval but that this information did not need to be included in the Master Plan amendment.
Maintain minimum resources required to cover SKRMA				Council direction was to not require a minimum balance.
An Annual Report based upon the SKRMA fiscal year to include: 1) phasing plan compliance, 2) SKRMA financial information 3) SKRMA board composition, 4) status of organization, 5) current membership and contact information 6) etc.	SKRMA	Any development the following year	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and revised to allow some flexibility in timing of the report based upon fiscal year and added membership information and contact information be provided.
TDM Plan	SKRMA		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA	Council discussed and proposed no changes.

			agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	
Parking Plan	SKRMA		All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed and proposed no changes.
Define in the Master Plan responsibility for installation, maintenance, and operation of all private infrastructure including water, sewer, stormwater, and roads	SKRMA	Master Plan approval	n/a	Council discussed and proposed no changes.
Insert a table of commitments required to comply with Master Plan into Chapter 11, which shall include for each commitment the responsible party, the phasing of the commitment prior to entitlements in the Master Plan, and the recourse for violation of the commitment after the entitlements are developed	SKRMA	Master Plan approval	n/a	To be completed once final direction is provided by Council
Hotel and SKM commitments listed in Chapters XI and XII	SKRMA	n/a	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	
The applicant shall maintain winter operations at 49 hours a week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between December 10 and March 31. The hours of operation shall include accommodation of key user groups including but not limited to the Doug Coumbs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report	SKM	Any development	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA Agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council discussed, and the condition has been revised to reflect Council direction

Private shuttle service to downtown and to Teton Village to be reviewed annually as part of the annual report or the applicant shall be required to provide a reasonable and measured contribution to START as determined by the START Board, Town Council and SKRMA based upon a defined metric of ridership by resort guests.	SKRMA	December 31, 2019	If private service is suspended or deemed not sufficient by the Town and/or the contribution cannot be agreed to within one year or is not provided as required all further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.	Council discussed, and the condition has been revised to reflect Council direction
Define hours of lift operation in Master Plan				Council discussed, and the condition has been revised to reflect Council direction above.
Applicant shall notify the Town prior to significant avalanche control and include in the required annual report	SKM and Town	December 31, 2019	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the application and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.	Council discussed, and the condition has been revised to reflect Council direction above.
Maintain reasonable ski rates for locals as compared to other ski resorts in the area				Council agreed to remove this requirement.
Define reasonable ski rates for locals in Master Plan				Council agreed to remove this requirement.
Maintain access for current user groups.	SKM	To be defined prior to Master Plan approval	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the application and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.	Council addressed above in condition related to hours of operation
Applicant shall commit to work with the Town and other partners to provide the land for and construct a second sheet of ice west of the current ice arena, should this location be determined the best location.	SKM and Town	n/a		Council determined this was not a requirement of the Master Plan.
Applicant shall commit to work with the Town and other partners to provide the land for and construct a Mountain Sports Center. Applicant shall show the Mountain Sports Center including a second sheet of ice, as the only use and building envelope in Subarea #5 other than the mountain operations facility	SKM	n/a	All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	Council determined this was not a requirement of the Master Plan
Building the gondola.	SKM	Prior to development of sub-area 2 and a zip line.	All further development that has not received a building permit under the Master Plan shall be	Council discussed, and the condition has been revised to reflect Council direction

			suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements. Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above.	
Phil Baux Park improvements as defined by a CUP	SKM	December 31, 2019 or prior to development of Lots 53, 57 & 58	n/a	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area
Enter shared parking agreement for Sub-area 2 and adjacent Town properties that includes responsibility and timing for construction, maintenance and snow removal	SKRMA and Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed and proposed no changes.
Revise lease agreements and/or land transfers consistent with the Master Plan	SKRMA and Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area
Revise lease agreements and/or land transfers consistent with the Master Plan.	SKRMA and Town	December 31, 2019	Agreement enforced per terms of agreement.	Council discussed this item without reaching a conclusion. Council did discuss linking the timing of a contribution by SKRMA for the park to the lease agreements also required to complete improvements in this area.

For the letter of comment to the Forest Service, a review was conducted of the Council’s standing on additional improvements on Forest Service land, and updated.

Improvement	Town Recommendation	Comments
Gondola – Landing on Town Property	Yes	Exact location subject to Town CUP approval and revised lease agreement(s)
Zipline – Landing on Town Property	No	
Zipline – Landing in Sub-Area #4 on the East side	Maybe	Exact location and operational characteristics subject to Town CUP approval
Boundary Expansion / Road	No Comment	Require more detailed information on the exact location of the proposed new road, and reclamation of existing roads, trails and cuts, an alternative that does not include the proposed road as a beginner route down the mountain, and all previous routes considered for consideration by the public and Council at a future meeting prior to final approval of the Master Plan. Subject to USFS EIS
Summit Multi-use Building / Observatory	Yes	Pending review of exact location and bulk and scale and mass and Forest Service EIS
Summit Beginner terrain	Maybe	Subject to USFS EIS
Back Side of the Mountain Improvements	Maybe	Subject to USFS EIS
All Improvements		Subject to USFS EIS

Jeff Golightly and Ryan Stanley made comment related to the Town’s proposed letter of comment and improvements that they would like the Town’s support on.

Discussion moved to the housing chapter, and based upon discussion at the December 20, 2018 meeting, the applicant submitted a revised proposal which included: a new requirement to house year-round and seasonal employees associated with recreational activities who cannot afford housing estimated at 11 additional units required, and in exchange for that, the housing chapter would allow up to 60% of units generated by future development be provided as dormitory and to allow up to 60% of units generated by future development to be rented to seasonal employees.

Staff estimated housing requirements based on the Revised Amendment to be 112 required units based upon future lodging potential, 10.919 required units based upon developed recreation potential, 122.919 total units. 60% of seasonal employees allowed to be housed, 40% of full-time employees required to be housed, 60% dormitory units allowed, and 40% of other unit types allowed other than dormitories. April Norton made comment on housing units. After Council discussion, there was general consensus to stay with the original amendment, a requirement to provide 60% of the total units required to employees in the 0-50% of AMI income range.

Next, the proposed lease was discussed which included increasing the annual rent for the mountain tract, ballpark for tubing, parking area tract, and ski shelter from \$1,200 year to \$12,000 per year and making a one-time bonded contribution of \$100,000 to support the redevelopment of the park area. Lease terms for these tracts were planned to be \$12,000 per year starting in 2023 prior to the lease rate being renegotiated by previous ownership of Snow King in 2011. Or an alternative was presented to be a larger up-front contribution to the park at, up to \$200,000, with a lower lease rate of \$6,000 per year. The lease term would be for 25 years.

Discussion turned to how to proceed given the late hour. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to continue Item P18-208 to the February 4, 2019 regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:52 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: February 6, 2019

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 4, 2019

JACKSON, WYOMING

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

MAYOR: Pete Muldoon
COUNCIL: Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Todd Smith, Roger Schultz, Michelle Weber, Roger Schultz, Kelly Thompson, Tyler Sinclair, Paul Anthony, Floren Poliseo, Johnny Ziem, Brian Lenz, Carl Pelletier, and Sandy Birdyshaw.

Public Comment. Public comment was given by Jacob Stark, a resident in the Pearl on Jackson building, on the availability of the fee-paid parking in the garage.

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

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the January 22, 2019 workshop, January 22, 2019 regular meeting, and January 29, 2019 (2:00pm) special meeting.
- B. **Disbursements.** To approve the disbursements as presented. Jackson Curbside \$985.00, Carquest \$14.37, Cash \$178.75, Safety Supply \$55.94, Ace Hardware \$196.89, Delcon \$590.04, Delcon \$590.04, Community Entry Services \$12500.00, Evans Construction \$19965.60, High Country Linen \$983.10, Jackson Hole News & Guide \$2527.04, Jorgensen Associates \$924.63, LVPL \$9213.41, Teton County Fund 19 \$149177.23, Smith Power Products \$3437.33, Napa \$814.66, Sam Jewison \$100.00, Thompson Palmer \$24500.00, Wort Hotel \$1250.50, Animal Care Clinic \$117.00, White Glove Cleaning \$931.48, Electrical Wholesale \$19.26, Quick Brown Fox \$240.00, Jackson Hole Title & Escrow \$250.00, Centurylink \$2107.01, Teton Country Integrated \$25.00, Rotary Club \$300.00, Teton County Special Fire Fund \$21416.62, Sunrise Environmental \$220.26, Energy Laboratories \$878.00, Teton County Clerk \$279572.25, Teton County Fund \$25517.07, Entenmann-Rovin \$178.00, Western States \$2995.67, AT&T \$1224.04, Verizon Wireless \$82.71, Mark Watkins \$76.30, Amerigas \$3467.13, DPC Industries \$3115.91, Cast \$770.00, Creative Energies \$116.05, Teton County Fund 13 \$16984.21, Valley West Engineering \$360.00, James Bristol \$440.00, MSDS Online \$2299.00, ER Office Express \$266.92, Visa \$28646.59, UPS \$42.00, Teton County District Court \$110.00, Miller Sanitation \$2352.00, Charter \$60.85, Fire Services of Idaho \$200.00, Warner Truck Center \$8437.83, Long Building Technologies \$4937.00, Fish Creek Excavation \$15929.26, Porter's Office Products \$236.77, Snake River Roasting \$101.75, Fleetpride \$94.56, Advanced Pump & Equipment \$923.68, Big R \$24.80, Spradley Barr \$27092.00, best Best & Krieger \$365.00, Snow King Hotel \$4090.14, Wyoming Water Quality \$300.00, Swagit \$1775.00, Stotz Equipment \$1656.92, Cornforth Consultants \$1531.00, Scott Schmillen \$997.5, Toolsen Telephone \$4790.42, American Public Trans \$567.72, Kellerstrass \$20057.96, Wrench it Plumbing \$1616.34, Newlevel Group \$7340.55, Rob Weed \$100.00, PSA Worldwide \$2574.79, John Tighe \$265.80, Transit Talent \$135.00, Lepco \$1990.46, Perform Printing \$2123.15, Amazon \$60.63, John Singh \$155.00, Hole Food Rescue \$1250.00, Energy ! \$3729.28, David Stubbs \$250.00, Outlaw Brothers Construction \$5908.72, Buckrail \$375.00, Tiffany Stolte \$429.00, West Coast Code Consultants \$2135.00, Wyoming Peace Officers \$350.00, Sean Tippetts \$1180.00, Leo's Construction \$9237.80, TMSC \$130.00, ACM Wyoming \$2000.00, Sign it Now \$117.10, South park Electrical \$3489.37, Barbara Grimes \$740.00, Travelstorsgps \$2000.00, Crystal Creek Capital \$300.00, Jacob Dailey \$150.00
- C. **Special Event: Rendezvous Concert on Town Square.** To approve the special event application made by the Highline Sports and Entertainment and the Jackson Hole Chamber of Commerce for the Rendezvous Town Concert, subject to the conditions and restrictions listed in the staff report.

Council Priorities. Larry Pardee made staff comment that this new section on regular Council meeting agendas which provides the Council time to discuss their highest priorities and for staff to provide a quick overview of the status for next steps. No action was taken on this item.

Identification Compliance Check Failures at Flat Creek Development Company. Staff comment was given by Sandy Birdyshaw and Audrey Cohen-Davis. Judy Peters, Operations Manager of the Virginian Tavern made comment.

A motion was made by Jim Stanford and seconded by Arne Jorgensen to suspend the retail liquor license held by Flat Creek Development Company LLC dba Virginian Tavern for a sum of 120 calendar days, beginning March 25, 2019; to direct the Jackson Police Department to perform random

compliance checks during this period, and further direct the Town Clerk to notify the Wyoming Liquor Division of the suspension. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Construction Management Plan for 112 Center Street Hotel Project. Staff comment was given by Paul Anthony on the Development Agreement, and then Brian Lenz and Larry Pardee on the Construction Management Plan. Jim Walter of Crystal Creek Capital made comment.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct the Owner/Applicant, and TOJ staff to approve of the construction staging and site logistics plan as presented, and subject to the conditions of approval included herein, regarding anticipated use of the street frontages for construction related activities and to coordinate with the Town of Jackson for use and occupying of the Public Right-of Way for placement of the sidewalk hoarding / job site protection and all associated construction permits, fees and bonding required for such work on the fee basis as stated within the TOJ Municipal Code under 12.08.060 - Permit Fees and that applications for encroachment (public right-of-way) permits shall satisfy the conditions included. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to direct the Owner/Applicant, and TOJ staff to continue their discussion, scope, and design to determine if there is an opportunity for a cost share on the potential burying of overhead utilities. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-208: Snow King Planned Resort District Master Plan Amendment.

Town Council Letter of Comment to U.S. Forest Service on Snow King Resort Master Plan. Tyler Sinclair made introductory remarks. The Council moved forward with motions on items previously discussed.

Item A: A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to 1) work with the applicant to amend the Snow King Planned Resort District Master Plan subject to the conditions from the February 4, 2019 staff report pursuant to the Town Council direction provided at this meeting, 2) make any other necessary edits to the satisfaction of the Planning Director and Town Attorney, 3) obtain SKRMA's formal position on the revised amended conditions; and 4) once staff has obtained SKRMA's formal position on the amendments, bring this item back for final consideration by Town Council at the March 18, 2019 Regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B: A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue Item P18-208, a Sketch Plan for the Snow King Planned Resort District Master Plan, to March 18, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item D: A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct staff to place on an upcoming Town Council workshop and/or regular meeting discussion of Lease Agreements between the Town and Snow King Mountain and any other entries including the review of current lease agreements, options for amendments and consideration of other mechanisms to achieve the desired outcomes including but not limited to a land swap(s) associated with the implementation of the Snow King Planned Resort District Master Plan and the United States Forest Service Master Plan. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The Council entered discussion on the content of a letter of comment to the Forest Service. Jeff Golightly, representing Snow King made comment on the importance of the letter. After further discussion, staff was not directed to draft such letter.

Resolution 19-03: Budget Amendment. Kelly Thompson made staff comment on this resolution adopting amendments to the Town of Jackson's fiscal year 2019 budget at the six-month interval.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the resolution adopting amendments to the fiscal year 2019 budget.

RESOLUTION 19-03: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2019 BUDGET OF THE TOWN OF JACKSON.

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

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

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2019 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	305,725	-	305,725
Town Attorney	467,142	-	467,142
Municipal Judge	247,965	-	247,965
Administration	318,382	-	318,382
Town Clerk & Personnel	610,129	-	610,129
Finance	584,425	-	584,425
Information Technology	523,132	-	523,132
Planning	957,579	-	957,579
Town-Wide Services	159,960	17,750	177,710
Town Hall Building	178,116	-	178,116
PD Administration	566,768	-	566,768
PD Investigation	428,639	5,120	433,759
PD Patrol	3,123,588	47,543	3,171,131
PD Community Service	507,291	4,800	512,091
PD Special Operations	26,005	-	26,005
Victim Services	297,928	6,000	303,928
Animal Shelter/Control	264,116	-	264,116
Building Inspections	408,669	-	408,669
Public Works Administration	259,161	-	259,161
Streets	1,802,062	-	1,802,062
Town Engineer	463,988	-	463,988
Public Works Yard Operations	165,239	-	165,239
Public Garage Operations	97,583	-	97,583
Cemetery	19,887	-	19,887
Social Services	699,172	-	699,172
Sports and Events Center	79,203	-	79,203
Public Amenities	76,951	-	76,951
Community Promotions	262,325	3,000	265,325
County-Budgeted Joint Programs	3,308,383	-	3,308,383
Transfers Out	5,042,398	-	5,042,398
Total General Fund	<u>22,251,911</u>	<u>84,213</u>	<u>22,336,124</u>
Affordable Housing	<u>285,701</u>	<u>766,538</u>	<u>1,052,239</u>
Total Affordable Housing Fund	<u>285,701</u>	<u>766,538</u>	<u>1,052,239</u>
Parking Exactions Fund	<u>35,000</u>	<u>-</u>	<u>35,000</u>
Total Parking Exactions Fund	<u>35,000</u>	<u>-</u>	<u>35,000</u>
Parks Exactions	<u>-</u>	<u>-</u>	<u>-</u>
Total Park Exactions	<u>-</u>	<u>-</u>	<u>-</u>
Employee Housing Fund	<u>440,740</u>	<u>6,000</u>	<u>446,740</u>
Total Employee Housing Fund	<u>440,740</u>	<u>6,000</u>	<u>446,740</u>
Animal Care Fund	25,000	5,000	30,000
Transfers Out	<u>35,000</u>	<u>-</u>	<u>35,000</u>
Total Animal Care Fund	<u>60,000</u>	<u>5,000</u>	<u>65,000</u>
Lodging Tax Fund	483,074		483,074
Transfers Out	<u>346,764</u>	<u>84,150</u>	<u>430,914</u>
Total Lodging Tax Fund	<u>829,838</u>	<u>84,150</u>	<u>913,988</u>

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Vertical Harvest Fund	42,500		42,500
Total Vertical Harvest Fund	42,500	-	42,500
Snow King-Snow Making Fund	52,552		52,552
Total Snow King-Snow Making Fund	52,552	-	52,552
START Administration	712,550	-	712,550
START Operations	3,775,984	183,924	3,959,908
START Capital	2,498,350	-	2,498,350
START Transfers	-	19,000	19,000
START Indirect Cost Allocations	54,346	-	54,346
Total START Fund Expenditures	7,041,230	202,924	7,244,154
Capital Outlay	11,365,092	35,000	11,400,092
Transfers Out	-	-	-
Total Capital Projects Fund	11,365,092	35,000	11,400,092
Capital Outlay	150,559	-	150,559
Total 2006 SPET	150,559	-	150,559
Capital Outlay	641,036	1,000	642,036
Total 2010 SPET	641,036	1,000	642,036
Capital Outlay	575,000	10,000	585,000
Total 2014 SPET	575,000	10,000	585,000
Capital Outlay	647,627	-	647,627
Total 2016 SPET	647,627	-	647,627
Water Maintenance & Operation	781,730	-	781,730
Water Wells	286,760	-	286,760
Water Billing & Accounting	168,789	-	168,789
Water Capital Outlay & Improvements	1,341,427	-	1,341,427
Water Loan Expenditures	108,220	-	108,220
Water Transfers Out	491,086	-	491,086
Sewage Plant Operations	874,973	-	874,973
Sewage Maint. & Operations	369,833	-	369,833
Sewage Billing & Accounting	167,982	-	167,982
Sewage Capital Outlay & Improvements	1,854,535	-	1,854,535
Sewage Transfers Out	491,086	-	491,086
Total Enterprise Funds	6,936,421	-	6,936,421
Employee Insurance	2,464,257	-	2,464,257
Total Insurance Fund	2,464,257	-	2,464,257
Fleet Expenditures	2,130,632	-	2,130,632
Total Fleet Management Fund	2,130,632	-	2,130,632
Central Equipment Expenses	514,510	14,000	528,510
Total Central Equipment Fund	514,510	14,000	528,510
IT Services	1,108,852	7,000	1,115,852
Total IT Service Fund	1,108,852	7,000	1,115,852
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	7,659,985	-	7,659,985
Licenses & Permits	1,011,226	-	1,011,226
Intergovernmental Revenue	10,207,406	-	10,207,406
Charges for Services	641,901	5,120	647,021
Fines & Forfeitures	408,226	-	408,226
Miscellaneous Revenue	183,857	-	183,857
Transfers In	1,071,518	-	1,071,518
Total General Fund	21,184,119	5,120	21,189,239
Licenses & Permits	30,000	-	30,000
Miscellaneous Revenue	10,000	-	10,000
Transfers In	285,701	-	285,701
Total Affordable Housing Fund	325,701	-	325,701
Licenses & Permits	1,000	-	1,000
Miscellaneous Revenue	200	-	200
Total Parking Exactions	1,200		1,200
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	100	-	100
Total Park Exactions	10,100		10,100

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	280,660	-	280,660
Transfers In	1,250,000	-	1,250,000
Total Employee Housing Fund	1,530,660	-	1,530,660
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	829,638	-	829,638
Miscellaneous Revenue	200	-	200
Total Lodging Tax Fund	829,838	-	829,838
Contributions & Donations	82,200	-	82,200
Total Vertical Harvest Fund	82,200	-	82,200
Contributions & Donations	52,752	-	52,752
Total Snow King Snow Making Fund	52,752	-	52,752
Intergovernmental Revenue	4,960,883	92,070	5,052,953
Charges for Services	1,320,619	-	1,320,619
Miscellaneous Revenue	4,500	-	4,500
Transfers In	346,764	84,150	430,914
Total START Fund Revenues	6,632,766	176,220	6,808,986
Intergovernmental	1,712,712	35,000	1,747,712
Miscellaneous Revenue	142,513	-	142,513
Transfers In	4,506,697	-	4,506,697
Total Capital Projects Fund	6,361,922	35,000	6,396,922
Miscellaneous Revenue	4,000	-	4,000
Total 2006 SPET	4,000	-	4,000
Miscellaneous Revenue	5,000	-	5,000
Total 2010 SPET	5,000	-	5,000
Taxes	-	-	-
Miscellaneous	20,000	-	20,000
Total 2014 SPET	20,000	-	20,000
Taxes	-	-	-
Miscellaneous	1,000	-	1,000
Total 2016 SPET	1,000	-	1,000
Water Intergovernmental	125,000	-	125,000
Water Charges for Services	2,437,476	-	2,437,476
Water Miscellaneous	37,000	-	37,000
Water Transfers In	30,000	-	30,000
Sewage Intergovernmental	125,000	-	125,000
Sewage Charges for Services	2,583,126	-	2,583,126
Sewage Miscellaneous	30,000	-	30,000
Sewage Transfers In	30,000	-	30,000
Total Enterprise Funds	5,397,602	-	5,397,602
Charges for Services	2,550,706	-	2,550,706
Miscellaneous Revenue	10,000	-	10,000
Total Employee Insurance Fund	2,560,706	-	2,560,706
Charges for Services	2,195,107	-	2,195,107
Miscellaneous Revenue	200	-	200
Transfers In	-	-	-
Total Fleet Management Fund	2,195,307	-	2,195,307
Charges for Services	553,700	-	553,700
Miscellaneous Revenue	2,000	-	2,000
Transfers In	120,000	19,000	139,000
Total Central Equipment Fund	675,700	19,000	694,700
Charges for Services	699,806	-	699,806
Miscellaneous Revenue	200	-	200
Transfers In	175,812	-	175,812
Total IT Service Fund	875,818	-	875,818

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(1,067,792)	(79,093)	(1,146,885)
Affordable Housing	40,000	(766,538)	(726,538)
Parking Exactions Fund	(33,800)	-	(33,800)
Park Exactions Fund	10,100	-	10,100
Employee Housing Fund	1,089,920	(6,000)	1,083,920
Vertical Harvest Fund	39,700	-	39,700
Snow Making Fund	200	-	200
Animal Care Fund	200	(5,000)	(4,800)
Lodging Tax Fund	-	(84,150)	(84,150)
Start Fund	(408,464)	(26,704)	(435,168)
Capital Projects	(5,003,170)	-	(5,003,170)
2006 SPET	(146,559)	-	(146,559)
2010 SPET	(636,036)	(1,000)	(637,036)
2014 SPET	(555,000)	(10,000)	(565,000)
2016 SPET	(646,627)	-	(646,627)
Enterprise Funds	(1,538,819)	-	(1,538,819)
Employee Insurance Fund	96,449	-	96,449
Fleet Management Fund	64,675	-	64,675
Central Equipment Fund	161,190	5,000	166,190
IT Services Fund	(233,034)	(7,000)	(240,034)

PASSED, APPROVED, & ADOPTED this 4th day of February, 2019.
Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to read ordinances by short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Ordinances A to S relate to Land Development Regulation ‘clean-up’.

Ordinance A: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.1.C of Land Development Regulations related to Pedestrian Frontages.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 2.2.1.C OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY THE REQUIREMENTS FOR PEDESTRIAN FRONTAGES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance B: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.2.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-1 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.2.B.1 AND 2.2.2.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 1 (NL-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance C: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.3.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-2 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.3.B.1 AND 2.2.3.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 2 (NL-2) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance D: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.4.B of Land Development Regulations related to Site Development Setbacks and Height in the NL-3 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), AND SECTIONS 2.2.4.B.1 AND 2.2.4.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 3 (NL-3) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance E: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.5.B of Land Development Regulations related to Site Development Setbacks, Vehicle Access Standards, and Height in the NL-4 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.5.B.1, 2.2.5.B.2, AND 2.2.5.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 4 (NL-4) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS STANDARDS, AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance F: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.6.B, C, and E of Land Development Regulations related to Site Development Setbacks, Height, accessory Residential Units, and Apartments in the NL-5 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.6.B.1, 2.2.6.B.3, 2.2.6.C.1, 2.2.6.E.1, AND 2.2.6.E.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 5 (NL-5) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, HEIGHT, ACCESSORY RESIDENTIAL UNITS, AND APARTMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance G: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.7.B, C, and D of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Floor Area Ratio, Density, and Subdivision in the NM-1 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.7.B.1, 2.2.7.B.2, 2.2.7.B.3, 2.2.7.C.1, AND 2.2.7.D.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD MEDIUM DENSITY - 1 (NM-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, FLOOR AREA RATIO, DENSITY, AND SUBDIVISION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance H: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.8.B and C of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Development Thresholds, and Density in the NM-2 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.8.B.1, 2.2.8.B.2, 2.2.8.B.3, 2.2.8.B.10, AND 2.2.8.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD MEDIUM DENSITY - 2

(NM-2) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, DEVELOPMENT THRESHOLDS, AND DENSITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance I: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.9.B and E of Land Development Regulations related to Site Development Setbacks, Vehicle Access, Height, Development Thresholds, and Density in the NH-1 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.9.B.1, 2.2.9.B.2, 2.2.9.B.3, 2.2.9.B.10, AND 2.2.9.E.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY - 1 (NH-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, DEVELOPMENT THRESHOLDS, AND DENSITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance J: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.10.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the DC Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.10.B.5 AND 2.2.10.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE DOWNTOWN CORE (DC) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance K: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.11.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the CR-1 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.11.B.5 AND 2.2.11.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 1 (CR-1) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance L: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.12.B and C of Land Development Regulations related to Exterior Lighting and Parking Standards in the CR-2 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.12.B.5 AND 2.2.12.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 2 (CR-2) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance M: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.13.B, C, and E, and Section 6.1.1.F of Land Development Regulations related to Exterior Lighting, Development Thresholds, Drive-In Facility, Affordable Workforce Housing, and Allow Uses in the CR-3 Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.13.B.6, 2.2.13.B.9, 2.2.13.C.1, 2.2.13.E.4.a.iii, 2.2.13.E.4.b AND 6.1.1.F OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 3 (CR-3) ZONE RELATED TO EXTERIOR LIGHTING, DEVELOPMENT THRESHOLDS, DRIVE-IN FACILITY, AFFORDABLE WORKFORCE HOUSING, AND ALLOWED USES, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance N: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 2.2.14.B of Land Development Regulations related to Fencing and Exterior Lighting in the OR Zone.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.14.B.1 AND 2.2.14.B.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE OFFICE RESIDENTIAL (OR) ZONE RELATED TO FENCING AND EXTERIOR LIGHTING, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance O: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 5.7.1.D of Land Development Regulations related to Grading Permits in the Town.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO AMEND SECTIONS 5.7.1.D.4 AND 5.7.1.D.5 TO CLARIFY AND CORRECT REQUIREMENTS FOR GRADING PERMITS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance P: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 7.2.2.A.6.c of Land Development Regulations related to Warrant Period for Subdivision Improvements.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 7.2.2.A.6.c OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO AMEND THE WARRANTY PERIOD FOR SUBDIVISION IMPROVEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance Q: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 7.6.3.G and H of Land Development Regulations related to Private Road Standards in the Town.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 7.6.3.G.2 AND 7.6.3.H.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY STANDARDS FOR PRIVATE ROADS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance R: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 8.10.8.D of Land Development Regulations related to Qualifications for a Hearing Officer.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 8.10.8.D OF THE TOWN OF

JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY THE QUALIFICATIONS FOR A HEARING OFFICER, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance S: An Ordinance Amending and Reenacting Section II of Ordinance 1074 as amended (part) and Section 9.4.6.D and 9.4.8.E of Land Development Regulations related to Measurement of Landscape Surface Ration and Street Setbacks in the Town.

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 9.4.6.D.1 AND 9.4.8.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO AMEND SECTIONS 9.4.6.D.1, AND 9.4.8.E TO CLARIFY MEASUREMENT OF LANDSCAPE SURFACE RATIO AND STREET SETBACKS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approved Ordinances A through S on first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. Jonathan Schechter made comment on his desire to attend a Housing Conference in Denver on February 27 and requested authorization for travel.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve travel for Council to Denver to attend the Housing Conference (Scaling What’s Working in Housing, Education, and Health) on February 27 to March 1st. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Arne Jorgensen gave kudos to the Public Works Department for their efforts during today’s large snow event.

Town Manager’s Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager’s Report. The Town Manager’s Report contained an update on joining the International Council for Local Environmental Initiatives (ICLEI). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to appoint Jonathan Schechter as liaison to ICLEI. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:53 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

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
5	CARQUEST AUTO PARTS INC.	6090-419119	HALOGEN SEALED BEAM	01/10/2019	36.36	.00	
5	CARQUEST AUTO PARTS INC.	6090-420151	PAINTED ROTOR, BRK PAD GO	01/21/2019	169.87	.00	
Total 5:					206.23	.00	
51	ACE HARDWARE	637529	10PC 48" BLK, TUBE HEATER S	01/14/2019	49.17	.00	
51	ACE HARDWARE	637971	DIGITAL TIMER AND CLOCK	01/17/2019	23.98	.00	
51	ACE HARDWARE	638456	STRP PVC CNDT 2H 2" BG10	01/22/2019	5.99	.00	
51	ACE HARDWARE	638467	LINK CHAIN QUICK 1/4" 20	01/22/2019	2.99	.00	
51	ACE HARDWARE	638953	SHOVEL DHRP WOOD ACE	01/26/2019	21.59	.00	
51	ACE HARDWARE	639125	MOP HEAD CUTEND 32OZ, 100	01/28/2019	38.67	.00	
51	ACE HARDWARE	639160	WIRE LAMP, PUTTY KNIFE PLA	01/28/2019	65.48	.00	
51	ACE HARDWARE	639277	CLOCK QUARTZ	01/29/2019	59.95	.00	
51	ACE HARDWARE	639294	BLADE HOBBY KNIFE	01/29/2019	7.98	.00	
51	ACE HARDWARE	639634	TUBE HEAT SHRINK 1/2" CD3, T	02/01/2019	7.98	.00	
51	ACE HARDWARE	639647	ICE MELT	02/01/2019	26.99	.00	
51	ACE HARDWARE	640560	40' PRO LIGHTED EXT CORD, A	02/11/2019	57.05	.00	
51	ACE HARDWARE	640605	SPRAYER PROFESION	02/11/2019	4.99	.00	
51	ACE HARDWARE	640695	CLAMP, CLAMP HOSES, BUSHI	02/12/2019	49.39	.00	
Total 51:					422.20	.00	
55	TETON COUNTY SHERIFF'S-JAI	530	JANUARY INMATES	02/05/2019	1,152.00	.00	
Total 55:					1,152.00	.00	
65	DELCON INC	18301	PROJ: 9-474- WELL #5 PHASE II	09/07/2018	89.55	.00	
65	DELCON INC	19044	PROJ: 9-487- TOJ WELLL #3 FE	12/31/2018	1,437.50	.00	
65	DELCON INC	19145	PROJ: 9-488- TOJ/SNOW KING	01/31/2019	378.55	.00	
65	DELCON INC	19146	PROJ: 9-487- TOJ WELLL #3 FE	01/31/2019	95.00	.00	
Total 65:					2,000.60	.00	
70	THYSSEN KRUPP ELEVATOR C	3004398839	GOLD- FULL MAINTENANCE SE	02/01/2019	297.86	.00	
Total 70:					297.86	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: SEWER	12/06/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: WATER	12/06/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: STREET	12/06/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: FLEET	12/06/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: WWTP	12/06/2018	14.55	.00	
96	HIGH COUNTRY LINEN	0102742	BUILDING MAINT @ PUBLIC W	12/06/2018	72.85	.00	
96	HIGH COUNTRY LINEN	0102742	UNIFORMS: ADMIN	12/06/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0109491	MATS @ SHELTER	01/16/2019	45.15	.00	
96	HIGH COUNTRY LINEN	0109491	MATS @ HOME RANCH	01/16/2019	27.60	.00	
96	HIGH COUNTRY LINEN	0109491	MATS @ HOME RANCH	01/16/2019	27.60	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS STREETS	01/17/2019	55.78	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS FLEET	01/17/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS WWTP	01/17/2019	14.55	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS SEASONAL	01/17/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS BUILDING	01/17/2019	53.05	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS ADMIN	01/17/2019	9.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0109715	UNIFORMS SEWER	01/17/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0109715	UNIFORMS WATER	01/17/2019	26.67	.00	
96	HIGH COUNTRY LINEN	0110304	ODOR CONTROL	01/21/2019	7.50	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS SEASONAL	01/24/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS SEWER	01/24/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS BUILDING	01/24/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS ADMIN	01/24/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS WATER	01/24/2019	26.67	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS STREETS	01/24/2019	65.48	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS FLEET	01/24/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0110880	UNIFORMS WWTP	01/24/2019	14.55	.00	
96	HIGH COUNTRY LINEN	0111512	MAT @ HOME RANCH	01/28/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0111677	MATS @ TOWN HALL	01/29/2019	215.50	.00	
96	HIGH COUNTRY LINEN	0111857	MATS @ START	01/30/2019	45.15	.00	
96	HIGH COUNTRY LINEN	0111862	BUILDING MAINT @ WWTP	01/30/2019	86.57	.00	
96	HIGH COUNTRY LINEN	0111960	LAUNDRY BAG,STRIP WIPER,	01/30/2019	241.80	.00	
96	HIGH COUNTRY LINEN	0112721	BUILD MAINT: TOJ HOMERANC	02/04/2019	7.50	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: FLEET	02/07/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: WWTP	02/07/2019	14.55	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: SEASONAL	02/07/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: FLEET	02/07/2019	38.80-	.00	
96	HIGH COUNTRY LINEN	0113268	BUILDING MAINT @ PUBLIC W	02/07/2019	20.00	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: ADMIN	02/07/2019	9.70	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: SEWER	02/07/2019	19.40	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: WATER	02/07/2019	26.67	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: STREET	02/07/2019	55.78	.00	
96	HIGH COUNTRY LINEN	0113268	UNIFORMS: FLEET	02/07/2019	38.80	.00	
96	HIGH COUNTRY LINEN	0113870	BUILDING MAINT @ HOME RAN	02/11/2019	25.31	.00	
96	HIGH COUNTRY LINEN	0114031	MATS @ TOWN HALL	02/12/2019	215.50	.00	
96	HIGH COUNTRY LINEN	C0111591	CREDIT: JOHN K UNIFORMS	01/28/2019	9.70-	.00	
96	HIGH COUNTRY LINEN	C0113967	CREDIT	02/12/2019	35.10-	.00	
96	HIGH COUNTRY LINEN	S0108649	KLEENEX,WAVE URINAL SCRE	01/10/2019	266.30	.00	
96	HIGH COUNTRY LINEN	S0109609	MAT @ HOME RANCH	01/16/2019	27.60	.00	
96	HIGH COUNTRY LINEN	S0109631	LINERS	01/16/2019	111.00	.00	
96	HIGH COUNTRY LINEN	S0110059	BUILD MAINT: TOJ HOMERANC	01/18/2019	27.60	.00	
96	HIGH COUNTRY LINEN	S0110771	MATS @ HOME RANCH	01/23/2019	27.60	.00	
96	HIGH COUNTRY LINEN	S0111554	MAT @ HOME RANCH	01/28/2019	27.60	.00	
96	HIGH COUNTRY LINEN	S0111782	BLUE NITRILE GLOVES	01/29/2019	24.15	.00	
96	HIGH COUNTRY LINEN	S0113966	SOAP	02/12/2019	57.25	.00	
Total 96:					2,313.59	.00	
106	INTERSTATE BATTERY	22242637	(2) MTP-48/H6, (1) SRM-24	01/28/2019	489.75	.00	
Total 106:					489.75	.00	
114	JACKSON LUMBER INC	00425849-001	ZERO ICE MELT	02/11/2019	20.66	.00	
Total 114:					20.66	.00	
115	JACKSON PAINT AND GLASS, I	I110028	MILGARD WINDOWS	01/09/2019	1,088.80	.00	
Total 115:					1,088.80	.00	
131	JACKSON HOLE NEWS & GUID	290779	AD#358659	01/16/2019	537.60	.00	
131	JACKSON HOLE NEWS & GUID	290847	AD#358649	01/16/2019	108.24	.00	
131	JACKSON HOLE NEWS & GUID	291020	AD#358649	01/23/2019	108.24	.00	
131	JACKSON HOLE NEWS & GUID	291148	AD#359194	01/30/2019	537.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	291149	AD#359195	01/30/2019	364.80	.00	
131	JACKSON HOLE NEWS & GUID	291244	AD#358649	01/30/2019	108.24	.00	
131	JACKSON HOLE NEWS & GUID	291245	AD#358979	01/30/2019	146.70	.00	
131	JACKSON HOLE NEWS & GUID	291246	AD#358980	01/31/2019	130.40	.00	
131	JACKSON HOLE NEWS & GUID	291247	AD#358981	01/30/2019	130.40	.00	
131	JACKSON HOLE NEWS & GUID	291248	AD#358982	01/30/2019	122.26	.00	
131	JACKSON HOLE NEWS & GUID	291249	AD#358983	01/30/2019	937.26	.00	
131	JACKSON HOLE NEWS & GUID	291250	AD#358984	01/30/2019	285.26	.00	
131	JACKSON HOLE NEWS & GUID	291251	AD#358985	01/30/2019	89.66	.00	
131	JACKSON HOLE NEWS & GUID	291252	AD#359177	01/30/2019	222.36	.00	
131	JACKSON HOLE NEWS & GUID	291253	AD#359206	01/30/2019	114.10	.00	
131	JACKSON HOLE NEWS & GUID	291254	AD#359207	01/30/2019	794.63	.00	
131	JACKSON HOLE NEWS & GUID	291302	AD#358991- 2019 SPRING ROA	01/30/2019	236.36	.00	
131	JACKSON HOLE NEWS & GUID	291302	AD#358990- 2019 SPRING ROA	01/30/2019	236.36	.00	
131	JACKSON HOLE NEWS & GUID	291302	AD#358989- 2019 SPRING ROA	01/30/2019	220.06	.00	
131	JACKSON HOLE NEWS & GUID	291306	AD#359212	01/30/2019	216.48	.00	
131	JACKSON HOLE NEWS & GUID	291332	AD#359126	01/31/2019	571.32	.00	
131	JACKSON HOLE NEWS & GUID	291333	AD#358646	01/31/2019	1,756.08	.00	
131	JACKSON HOLE NEWS & GUID	291334	AD#357608	01/31/2019	428.49	.00	
131	JACKSON HOLE NEWS & GUID	291676	AD#359490	02/06/2019	73.35	.00	
131	JACKSON HOLE NEWS & GUID	291677	AD#358646359491	02/06/2019	118.18	.00	
131	JACKSON HOLE NEWS & GUID	291678	AD#359492	02/06/2019	774.25	.00	
131	JACKSON HOLE NEWS & GUID	291679	AD#359177	02/06/2019	222.36	.00	
131	JACKSON HOLE NEWS & GUID	291722	BID NOTICE	02/06/2019	216.48	.00	
Total 131:					9,807.52	.00	
139	JORGENSEN ASSOCIATES, PC	41984	PROJ: 17036- TOJ/ NORTH KIN	01/04/2019	2,694.18	.00	
139	JORGENSEN ASSOCIATES, PC	42117	PROJ: 18047- TOJ GREGORY L	02/01/2019	6,494.71	.00	
Total 139:					9,188.89	.00	
155	LEONARD PETROLEUM EQUIP	27065	CREDIT: OVER PAY INVOICE 26	12/22/2017	679.10-	.00	
Total 155:					679.10-	.00	
156	LOWER VALLEY ENERGY INC	16833825 0119	475 West Aspen Drive #2	01/31/2019	182.69	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	455 VINE	01/31/2019	93.76	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	2022 WILDFLOWER ELECTRIC	01/31/2019	140.98	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	2022 WILDFLOWER ELECTRIC	01/31/2019	53.16	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	1177 MEADOWLARK LANE	01/31/2019	144.07	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	940 SIMON	01/31/2019	243.56	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	174 N KING	01/31/2019	636.74	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	455 VINE	01/31/2019	62.20	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	55 VIRGINIAN LANE	01/31/2019	97.90	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	55 VIRGINIAN LANE	01/31/2019	50.88	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	455 VINE	01/31/2019	102.68	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	930 SIMON	01/31/2019	170.13	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	145 west hansen	01/31/2019	167.54	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	145 west hansen	01/31/2019	63.21	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	145 west hansen	01/31/2019	117.40	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	145 west hansen	01/31/2019	51.00	.00	
156	LOWER VALLEY ENERGY INC	19722 013119	145 west hansen	01/31/2019	21.85	.00	
156	LOWER VALLEY ENERGY INC	92050-017- 01/	92050-017: INTERMED TREATM	01/31/2019	375.16	.00	
156	LOWER VALLEY ENERGY INC	92050-021- 01/	92050-021: 150 E PEARL AVE	01/31/2019	2,251.07	.00	
156	LOWER VALLEY ENERGY INC	92050-025- 01/	92050-025: SK W NEW SHOP	01/31/2019	828.06	.00	
156	LOWER VALLEY ENERGY INC	92050-047- 01/	92050-047: UV BUILDING	01/31/2019	601.86	.00	
156	LOWER VALLEY ENERGY INC	92050-049- 01/	92050-049: WASTE WATER PLA	01/31/2019	10,230.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-051- 01/	92050-051: WELL #5	01/31/2019	2,845.15	.00	
156	LOWER VALLEY ENERGY INC	92050-114: 01/	92050-114: HOME RANCH RSTR	01/31/2019	595.37	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 01/	92050-131: 195 E DELONEY RS	01/31/2019	831.87	.00	
156	LOWER VALLEY ENERGY INC	92050-357- 01/	92050-357: KARNs MEADOWS	01/31/2019	978.65	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-045: TOWN SQUARE LIG	01/31/2019	181.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-050: WATER TANK JXN	01/31/2019	20.22	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-074: CRABTREE LANE T	01/31/2019	454.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-075: HIGH SCHOOL ROA	01/31/2019	161.78	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-081: PEARL ST IRR CON	01/31/2019	21.48	.00	
Total 156:					22,777.58	.00	
187	NELSON ENGINEERING	48791	PROJ: 14-175-03 WEST BROAD	01/30/2019	1,501.25	.00	
187	NELSON ENGINEERING	48795	PROJ: 18-305-01- 1195 S HWY 8	01/30/2019	5,579.50	.00	
187	NELSON ENGINEERING	48884	PROJ: 17-142-03 ASPEN CEMET	01/31/2019	662.50	.00	
187	NELSON ENGINEERING	48886	PROJ: 17-142-03 ASPEN CEMET	01/31/2019	8,665.00	.00	
Total 187:					16,408.25	.00	
201	SENIOR CENTER OF JACKSON	020519	1ST QUARTER PAYMENT	02/05/2019	21,750.00	.00	
Total 201:					21,750.00	.00	
226	O'RYAN CLEANERS	020119	DRY CLEANING	02/01/2019	154.45	.00	
Total 226:					154.45	.00	
241	ST JOHN'S HOSPITAL	5000047	CHEM & LAB	01/05/2019	335.00	.00	
Total 241:					335.00	.00	
251	STANDARD PLUMBING SUPPLY	JCVG73	COP PRESS ELBOW 90 CXC, 3/	01/03/2019	80.37	.00	
Total 251:					80.37	.00	
257	NAPA AUTO PARTS INC.	815897	NAPAGOLD OIL FILTER	11/13/2018	6.98	.00	
257	NAPA AUTO PARTS INC.	824270	DISTRIBUTOR ASSEMBLY	01/03/2019	143.73	.00	
257	NAPA AUTO PARTS INC.	824792	STOP LEAK, STP SUP CON FIN	01/05/2019	17.68	.00	
257	NAPA AUTO PARTS INC.	826129	FAN CLUTCH	01/12/2019	56.11	.00	
257	NAPA AUTO PARTS INC.	826214	HYD HOSE FITTINGS	01/12/2019	23.23	.00	
257	NAPA AUTO PARTS INC.	826263	LAMP, SPRAY ENG DEGR 15	01/14/2019	32.47	.00	
257	NAPA AUTO PARTS INC.	826853	TIRE VALVE	01/16/2019	2.49	.00	
257	NAPA AUTO PARTS INC.	827048	SHOCK ABSORBER	01/17/2019	90.28	.00	
257	NAPA AUTO PARTS INC.	827287	STOPLIGHT ASSEMBLY	01/18/2019	78.55	.00	
257	NAPA AUTO PARTS INC.	827877	PARKING BRAKE CABLE	01/22/2019	9.94	.00	
257	NAPA AUTO PARTS INC.	827918	NAPAGOLD AIR FILTER, NAPA	01/22/2019	487.81	.00	
257	NAPA AUTO PARTS INC.	827920	NAPAGOLD FUEL FILTER AND	01/22/2019	98.94	.00	
257	NAPA AUTO PARTS INC.	828259	NAPAGOLD AIR FILTER	01/24/2019	10.01	.00	
257	NAPA AUTO PARTS INC.	828695	HR METER	01/28/2019	69.39	.00	
257	NAPA AUTO PARTS INC.	828779	D EARTH	01/28/2019	96.90	.00	
Total 257:					1,224.51	.00	
260	COMMUNITY SAFETY NETWORK	021219	SHARED EXPENSE FOR KHOL	02/12/2019	297.00	.00	
Total 260:					297.00	.00	
268	TETON MOTORS INC	5088601	SENSOR	12/18/2018	9.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5088857	HANDLE	01/07/2019	72.85	.00	
268	TETON MOTORS INC	5088896	SENSOR	01/10/2019	44.10	.00	
268	TETON MOTORS INC	5088925	VALVE	01/14/2019	33.81	.00	
268	TETON MOTORS INC	5089222	SWITCH	02/05/2019	50.33	.00	
268	TETON MOTORS INC	5089231	CREDIT: RETRUN SWITCH	02/05/2019	50.33-	.00	
Total 268:					160.51	.00	
279	BEARING & INDUSTRIAL SALE	60643-1	IPTCI, FRT	11/10/2018	108.51	.00	
Total 279:					108.51	.00	
328	842-NCPERS GROUP WYOMIN	842022019	PAYROLL DEDUCTIONS	01/20/2019	128.00	128.00	02/05/2019
Total 328:					128.00	128.00	
392	TETON LITERACY CENTER	021119	3rd QUARTER	02/11/2019	4,087.50	.00	
Total 392:					4,087.50	.00	
406	WYOMING LAW ENFORCEMEN	021119	OET COLLECTIONS JANUARY 2	02/11/2019	120.00	.00	
Total 406:					120.00	.00	
415	HAYSE M.D., BRUCE	201368	DOT PHYSICALS	12/04/2018	180.00	.00	
Total 415:					180.00	.00	
472	WHITE GLOVE CLEANING, INC.	23	WINDOW CLEANING START	01/31/2019	546.36	.00	
472	WHITE GLOVE CLEANING, INC.	35568	HOUSE MOVE OUT CLEANING-	12/30/2018	223.50	.00	
Total 472:					769.86	.00	
504	WYDOT	020719	TRANSFER - CITY 1488	02/07/2019	2.00	.00	
Total 504:					2.00	.00	
513	ON SIGHT LAND SURVEYORS I	3166	PROJ: TOJ/ HANSEN SIDEWAL	01/28/2019	6,378.57	.00	
Total 513:					6,378.57	.00	
552	RENDEZVOUS ENGINEERING,	20964	JOB #: 18-033- TOJ PUBLIC WO	01/08/2019	277.50	.00	
552	RENDEZVOUS ENGINEERING,	20991	JOB #: 18-033- TOJ PUBLIC WO	01/29/2019	7,960.14	.00	
Total 552:					8,237.64	.00	
563	WESTBANK SANITATION	3041650	940 Simonsn	02/01/2019	48.00	.00	
563	WESTBANK SANITATION	3042190	WWTP- TRASH SERVICE FOR J	02/01/2019	626.83	.00	
Total 563:					674.83	.00	
564	GEMPLERS INC.	SI04365725	(3) BREATHABLE RAIN JACKET-	01/31/2019	296.96	.00	
Total 564:					296.96	.00	
581	TETON COUNTY INTEGRATED	3844	PREAPPROVAL PLASTIC BAG F	02/06/2019	16,333.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 581:					16,333.20	.00	
668	FREEDOM MAILING SERVICE I	35314	UTILITY BILLING	02/04/2019	902.28	.00	
668	FREEDOM MAILING SERVICE I	35314	UTILITY BILLING	02/04/2019	902.28	.00	
Total 668:					1,804.56	.00	
708	DELTA DENTAL PLAN OF WYO	013119	JANUARY CLAIMS	01/31/2019	5,486.80	5,486.80	02/05/2019
Total 708:					5,486.80	5,486.80	
773	KUSTOM SIGNALS INC.	560711	RAPTOR RP1	01/31/2019	7,458.00	.00	
Total 773:					7,458.00	.00	
861	ROTARY CLUB OF JACKSON H	012519	4th of JULY FIREWORKS	01/25/2019	5,000.00	.00	
Total 861:					5,000.00	.00	
1022	GALLS INC.	011859642	5.11 STRYKE PANT	01/30/2019	225.74	.00	
Total 1022:					225.74	.00	
1054	SUNRISE ENVIRONMENTAL	94850	ENVIRO-SOLVE, GLIDE, FOUR	01/30/2019	2,027.49	.00	
Total 1054:					2,027.49	.00	
1134	ENERGY LABORATORIES INC.	212390	INFLUENT, EFFLUENT	01/31/2019	106.00	.00	
1134	ENERGY LABORATORIES INC.	212406	EFFLUENT	01/31/2019	230.00	.00	
1134	ENERGY LABORATORIES INC.	213507	INFLUENT, EFFLUENT	02/06/2019	106.00	.00	
Total 1134:					442.00	.00	
1504	ONE CALL OF WYOMING	51065	TICKETS FOR JANUARY 2019 C	02/10/2019	47.50	.00	
Total 1504:					47.50	.00	
1505	SPRING CREEK ANIMAL HOSPI	624936111	DOG FOOD	01/03/2019	89.58	.00	
1505	SPRING CREEK ANIMAL HOSPI	624936392	ANIMAL CARE	01/08/2019	34.87	.00	
1505	SPRING CREEK ANIMAL HOSPI	624936562	ANIMAL CARE	01/10/2019	548.25	.00	
1505	SPRING CREEK ANIMAL HOSPI	624936578	RABIES	01/10/2019	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	634937586	ANIMAL CARE	01/29/2019	278.33	.00	
Total 1505:					966.03	.00	
1560	BLUE SPRUCE CLEANERS,INC	020119	DRY CLEANING	02/01/2019	339.23	.00	
Total 1560:					339.23	.00	
1691	CORE & MAIN LP	J995130	1.5" MTR ECODER, 1.5 MTR FLA	01/31/2019	8,108.78	.00	
1691	CORE & MAIN LP	K039701	3" TRU FLO METER W/ EXTERN	01/31/2019	2,984.52	.00	
1691	CORE & MAIN LP	K107754	SIGHT MOBILE HARDWARE, SO	02/01/2019	2,975.00	.00	
Total 1691:					14,068.30	.00	
1783	AT&T	01202019	WIRELESS	01/12/2019	256.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1783:					256.79	.00	
2175	DIVISION OF VICTIM SERVICES	02119	Crime surcharge 18-08-0310	02/11/2019	100.00	.00	
Total 2175:					100.00	.00	
2485	KENWORTH SALES COMPANY	IDFCM133955	R14 VALVE	01/24/2019	67.91-	.00	
2485	KENWORTH SALES COMPANY	IDFIN3174877	AIT-AIR DRYER, KIT INLET CHE	01/22/2019	372.28	.00	
2485	KENWORTH SALES COMPANY	IDFIN3184483	55 GAL IXL W/ANTI GEL	01/25/2019	3,385.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN3188786-	VALVE PP-2 PUSH PULL CONT	01/28/2019	125.52	.00	
2485	KENWORTH SALES COMPANY	IDFIN3189999	VALVE R12DC, IN BOUND FRT	01/24/2019	230.00	.00	
Total 2485:					4,044.89	.00	
2658	THERMO KING INTERMOUNTAIN	WO-154932	SENSOR UPGRADEDM CONNE	01/16/2019	2,258.27	.00	
Total 2658:					2,258.27	.00	
2758	RANCH INN	011718	VICTIM SERVICES/ROOM RENT	01/17/2018	200.00	.00	
Total 2758:					200.00	.00	
2798	DPC INDUSTRIES, INC.	727000003-19	CHLORINE 150# CYL, HAZARD	01/15/2019	865.54	.00	
Total 2798:					865.54	.00	
2842	YELLOW IRON EXCAVATION, L	33642	915 SIMON LANE	01/31/2019	32.00	.00	
2842	YELLOW IRON EXCAVATION, L	34042	455 VINE street	01/31/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	34042	455 VINE street	01/31/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	34042	455 VINE street	01/31/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	34042	455 VINE street	01/31/2019	17.50	.00	
2842	YELLOW IRON EXCAVATION, L	34146	155 E PEARL	01/31/2019	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	34147	TRASH REMOVAL @ SHELTER	01/31/2019	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	34148	TRASH REMOVAL JANUARY 20	01/31/2019	200.00	.00	
2842	YELLOW IRON EXCAVATION, L	34149	TRASH REMOVAL JANUARY 20	01/31/2019	325.00	.00	
2842	YELLOW IRON EXCAVATION, L	34150	START BUS BARN	01/31/2019	200.00	.00	
Total 2842:					1,067.00	.00	
2850	LDA INC.	6007	SHIPPING: WWTP SAMPLES	02/06/2019	15.92	.00	
2850	LDA INC.	9499	SHIPPING- WATER SAMPLES	02/11/2019	59.20	.00	
Total 2850:					75.12	.00	
3001	CREATIVE ENERGIES, LLC	4653	PO #: UV BUILDING INVERTER-	01/30/2019	335.27	.00	
3001	CREATIVE ENERGIES, LLC	4664	PO #: WWTP SATCON SERVICE	02/07/2019	1,314.05	.00	
3001	CREATIVE ENERGIES, LLC	4671	PO#: HOME RANCH EGUAGE-	02/11/2019	173.80	.00	
Total 3001:					1,823.12	.00	
3145	NEOPOST INC	013019	POSTAGE	01/30/2019	1,000.00	.00	
Total 3145:					1,000.00	.00	
3162	TETON TRASH REMOVAL, INC.	19 FEB 1014	TRASH REMOVAL	02/01/2019	42.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3162:					42.50	.00	
3237	THE AFTERMARKET PARTS CO	81493788	WIPER BLADES	11/27/2018	788.03	.00	
3237	THE AFTERMARKET PARTS CO	81500197	VALVE ASM-MAIN HEAT CONT	12/03/2018	1,216.91	.00	
3237	THE AFTERMARKET PARTS CO	81523185	SWITCH - BATTERY DISCO	12/19/2018	337.17	.00	
3237	THE AFTERMARKET PARTS CO	81555401	BRAKE E-10P VALVE	01/16/2019	830.37	.00	
3237	THE AFTERMARKET PARTS CO	81563875	CYLINDER	01/23/2019	1,042.20	.00	
3237	THE AFTERMARKET PARTS CO	81567640	SWITCH LOW PRESSURE	01/25/2019	19.94	.00	
3237	THE AFTERMARKET PARTS CO	81567658	STOP/PARKING SWITCH, PRES	01/25/2019	522.94	.00	
Total 3237:					4,757.56	.00	
3408	E.R. OFFICE EXPRESS	11019	11 POINT KRAFT FOLDERS,SH	11/19/2018	131.23	.00	
3408	E.R. OFFICE EXPRESS	11103	FILE FOLDERS	11/30/2018	20.86	.00	
3408	E.R. OFFICE EXPRESS	11259	NOTE PAD AND LABELS	12/14/2018	62.24	.00	
3408	E.R. OFFICE EXPRESS	11269	w-2 tax forms and 1099 forms	12/14/2018	354.64	.00	
3408	E.R. OFFICE EXPRESS	11271	CD/DVD ENVELOPES	12/14/2018	217.53	.00	
3408	E.R. OFFICE EXPRESS	11310	paPER,NOTE PADS,CLIPS AND	12/26/2018	109.84	.00	
3408	E.R. OFFICE EXPRESS	11343	STEEL FOLDING PADDED CHAI	12/31/2018	1,238.69	.00	
3408	E.R. OFFICE EXPRESS	11703	CUSTOM STAMP	01/29/2019	63.89	.00	
3408	E.R. OFFICE EXPRESS	11733	ADDRESS LABELS	01/31/2019	133.10	.00	
3408	E.R. OFFICE EXPRESS	11741	FOLDERS,TWO FASTENERS	02/01/2019	55.17	.00	
Total 3408:					2,387.19	.00	
3461	AUTO DETAIL OF JACKSON	25	COMPACT SICE INTERIOR LEV	01/03/2019	195.00	.00	
Total 3461:					195.00	.00	
3487	ARCHITECTURAL BUILDING SU	7919643	LOCKS AND BEADBOLTS	01/25/2019	1,140.00	.00	
Total 3487:					1,140.00	.00	
3527	UPS	0000129VW40	POSTAGE	02/02/2019	11.72	.00	
Total 3527:					11.72	.00	
3596	ADVANCED GLASS TRIM, LLC	24406	WINDSHIELD # 3398- 2012 CHE	01/08/2019	240.00	.00	
3596	ADVANCED GLASS TRIM, LLC	24437	WINDSHIELD #3955 2015 CHEV	01/14/2019	260.00	.00	
3596	ADVANCED GLASS TRIM, LLC	25890	WINDSHIELD #3110- 2014 FOR	01/30/2019	300.00	.00	
Total 3596:					800.00	.00	
3608	FALLS CABINET & MILLWORK I	67681	PROJ: TOJ- UPPER CABINET @	01/31/2019	925.00	.00	
Total 3608:					925.00	.00	
3619	WY CHILD SUPPORT ENFORCE	021319	case #209790 GALLEGHER	02/13/2019	146.76	146.76	02/13/2019
Total 3619:					146.76	146.76	
3713	COHEN-DAVIS, AUDREY	021319	TRAVEL EXPENSES	02/13/2019	428.00	.00	
Total 3713:					428.00	.00	
3727	TREFREN, TRACEY	020819	TRAVEL EXPENSES	02/08/2019	420.00	.00	
3727	TREFREN, TRACEY	021319	REIMBURSE FOR LUNCH	02/13/2019	14.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3727:					434.66	.00	
3780	INTERWEST SAFETY SUPPLY, I	IN0074458	CARBIDE SNOWPLOW BLADE	01/24/2019	2,080.80	.00	
Total 3780:					2,080.80	.00	
3955	THOMSON WEST	839697158	WEST GROUP WESTLAW CHA	02/01/2019	796.81	.00	
3955	THOMSON WEST	839697158	WEST GROUP WESTLAW CHA	02/01/2019	398.40	.00	
Total 3955:					1,195.21	.00	
3979	UTAH SAFETY COUNCIL	21043	MEMBERSHIP RENEWAL- GEN	02/01/2019	225.00	.00	
Total 3979:					225.00	.00	
4129	MOUNTAIN X, LLC	6252	PROJ: FALL CREEK- HEAVY EQ	01/31/2019	3,750.00	.00	
Total 4129:					3,750.00	.00	
4198	RESPOND FIRST AID SYSTEMS	193679	FIRST AID KIT SUPPLIES @ PU	01/30/2019	262.66	.00	
Total 4198:					262.66	.00	
4212	GILLIG LLC	40537526	W/ GILLIG LOGO HORN BUTTO	01/16/2019	205.24	.00	
4212	GILLIG LLC	40537527	AIR VALVE, AIR TOGGLE VAVL	01/16/2019	52.44	.00	
4212	GILLIG LLC	40539010	VOLTAGE REGULATOR	01/21/2019	283.11	.00	
4212	GILLIG LLC	40541055	DOOR ROLLER BRKT	01/25/2019	501.40	.00	
4212	GILLIG LLC	40541056	FRAMED GOHAR RADIATOR AS	01/25/2019	2,581.12	.00	
Total 4212:					3,623.31	.00	
4292	Commercial Tire-ID Falls	115687	LT265/70R17- DISC AT3- SIPING	01/17/2019	888.96	.00	
4292	Commercial Tire-ID Falls	115834	225/60R18 FS CHAMP, 225/60R1	01/25/2019	1,058.68	.00	
Total 4292:					1,947.64	.00	
4294	FIRE SERVICES OF IDAHO	44822P	ANNUAL FIRE INSPECTION	01/18/2019	45.00	.00	
Total 4294:					45.00	.00	
4311	ELEAVEN FOOD COMPANY	12932	BREAKFAST MEET & GREET F	01/30/2019	497.50	.00	
Total 4311:					497.50	.00	
4320	WARNER TRUCK CENTER	X101208986:0	AIR BAG	01/23/2019	359.42	.00	
4320	WARNER TRUCK CENTER	X101247260:0	MOTOE WINDSHIELD WIPER	01/18/2019	128.60	.00	
4320	WARNER TRUCK CENTER	X101249542:0	THERMOSTATE	01/28/2019	40.54	.00	
4320	WARNER TRUCK CENTER	X101250630:0	TURBOCHARGER ACTUATOR K	01/30/2019	895.09	.00	
4320	WARNER TRUCK CENTER	X10243856:01	TURBOCHARGER ACTUATOR K	01/08/2019	895.09	.00	
Total 4320:					2,318.74	.00	
4346	OFFICE OF STATE LANDS & IN	SU-0020A- 201	ANNUAL RENTAL NOTICE- WAT	02/04/2019	10,109.78	.00	
Total 4346:					10,109.78	.00	
4380	LONG BUILDING TECHNOLOGI	JC135013	JOB: TOJ TOWN HALL DOORS	12/28/2018	13,724.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4380	LONG BUILDING TECHNOLOGI	SRVCE009329	LABOR CHARGERS FOR DDC C	10/09/2018	8,634.20	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE009566	INSTALL KEYPADS @ TOWN H	01/30/2019	4,010.00	.00	
Total 4380:					26,368.20	.00	
4401	MEYRING & ASSOCIATES, INC	I9285	RECONNECT HEATER IN ICE RI	01/08/2019	181.74	.00	
4401	MEYRING & ASSOCIATES, INC	I9291	SWITCHED OUT OWNER SUPP	01/08/2019	270.00	.00	
4401	MEYRING & ASSOCIATES, INC	I9343	PROJ: 149 PEARL- MATERIALS,	01/22/2019	8,745.29	.00	
Total 4401:					9,197.03	.00	
4485	BLISS CARGO	12567	DELIVERY OF PACKAGE-FROM	01/16/2019	25.75	.00	
Total 4485:					25.75	.00	
4548	SILVER CREEK SUPPLY	S1944292.001	PRO CONNECT PRESS BALL V	01/02/2019	67.43	.00	
4548	SILVER CREEK SUPPLY	S1944316.001	SHARK 3/4 CPLG LEAD, PEX TU	01/02/2019	35.25	.00	
Total 4548:					102.68	.00	
4550	PORTER'S OFFICE PRODUCTS	718852-1	OFFICE SUPPLIES	01/30/2019	32.22	.00	
Total 4550:					32.22	.00	
4614	C & A PROFESSIONAL CLEANI	JAN 2019- GY	CLEANING SERVICE JANUARY	01/31/2019	1,041.80	.00	
4614	C & A PROFESSIONAL CLEANI	JAN 2019- P.P.	CLEANING SERVICE JANUARY	01/31/2019	429.66	.00	
4614	C & A PROFESSIONAL CLEANI	JAN 2019- P.W	CLEANING SERVICE JANUARY	01/31/2019	2,068.82	.00	
4614	C & A PROFESSIONAL CLEANI	JAN 2019- STA	CLEANING SERVICE JANUARY	01/31/2019	1,712.47	.00	
4614	C & A PROFESSIONAL CLEANI	JAN 2019- T.H.	CLEANING SERVICE JANUARY	01/31/2019	4,274.68	.00	
Total 4614:					9,527.43	.00	
4699	SNAKE RIVER ROASTING	605526	COFFEE	01/21/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	605848	COFFEE	01/31/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	605849	COFFEE- PW MAIN SHOP (ONE	01/31/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	606028	COFFEE- STREET SHOP- (5 IB	02/07/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	606032	COFFEE	02/06/2019	48.45	.00	
4699	SNAKE RIVER ROASTING	606179	COFFEE- MAIN SHOP (ONE 5 L	02/13/2019	48.45	.00	
Total 4699:					290.70	.00	
4717	KELLAMS, GARRETT	021119	REIMBUSE FUEL	02/11/2019	18.10	.00	
Total 4717:					18.10	.00	
4730	ADVANCED PUMP & EQUIPME	8703	SERVICE CALL FEE, REMOVE P	02/06/2019	877.50	.00	
Total 4730:					877.50	.00	
4774	BIG R RANCH & HOME	1362836	VEST V26-DKB RUGGED BRK B	01/04/2019	58.49	.00	
Total 4774:					58.49	.00	
4894	PLATT	U241546	MIDGET, 600V, LFU IDSR150	01/16/2019	415.99	.00	
4894	PLATT	U271679	LINE MONITOR 3P	01/23/2019	253.68	.00	
Total 4894:					669.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4918	DEAN'S PEST CONTROL LLC	39562	SMALL RODENT CONTROL @ P	01/07/2019	45.00	.00	
4918	DEAN'S PEST CONTROL LLC	39612	SMALL RODENT CONTROL @ S	01/15/2019	100.00	.00	
Total 4918:					145.00	.00	
5045	ESPINOZA, NATALY	020719	TRAVEL EXPENSES	02/07/2019	420.00	.00	
Total 5045:					420.00	.00	
5085	CORNFORTH CONSULTANTS, I	11472	WEST BROADWAY SLIDE	02/05/2019	121.00	.00	
Total 5085:					121.00	.00	
5098	JACKSON ANIMAL HOSPITAL	21184	RABIES	01/10/2019	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	21184	ANIMAL CARE	01/10/2019	41.25	.00	
5098	JACKSON ANIMAL HOSPITAL	21223	ANIMAL CARE	01/11/2019	12.83	.00	
5098	JACKSON ANIMAL HOSPITAL	21513	ANIMAL CARE	01/25/2019	40.96	.00	
5098	JACKSON ANIMAL HOSPITAL	21580	RABIES	01/29/2019	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	21580	ANIMAL CARE	01/29/2019	42.50	.00	
Total 5098:					167.54	.00	
5302	PARTSMATER	23375303	CORROSION BUSTER LUBE, A	01/18/2019	172.37	.00	
Total 5302:					172.37	.00	
5473	KELLERSTRASS ENTERPRISES	1019174	DRUM DEPOSIT, CHEV DELOEL	01/24/2019	1,554.00	.00	
5473	KELLERSTRASS ENTERPRISES	D4074	MIDGRADE 87 E-10, DF#2 DYED	01/25/2019	21,469.57	.00	
Total 5473:					23,023.57	.00	
5489	WRENCH IT PLUMBING & HEAT	5302	CARWASH STATION- RE-PIPIN	01/29/2019	1,560.57	.00	
Total 5489:					1,560.57	.00	
5738	CASPER STAR TRIBUNE	50028-1	BUS DRIVER AD	01/17/2019	614.00	.00	
Total 5738:					614.00	.00	
5810	RICH BROADCASTING (SV/JX)	MC-119011444	ADS	01/31/2019	2,898.00	.00	
Total 5810:					2,898.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1315813	SPRINKLER WINTERIZATION @	10/31/2018	197.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1316048	SNOW SHOVELING- COMMERC	01/31/2019	2,217.50	.00	
Total 5812:					2,415.00	.00	
5846	TETON TOOLS LLC	01251915458	18V LION BATTERY PACK BLK	01/25/2019	184.95	.00	
5846	TETON TOOLS LLC	01291915516	OBDII DATA CABLES DA-4	01/29/2019	73.99	.00	
Total 5846:					258.94	.00	
5967	CITY OF DRIGGS	1.28.19	BUS BARN RENT	01/28/2019	828.00	.00	
5967	CITY OF DRIGGS	1.28.19	FALL RIVER ELECTRIC	01/28/2019	600.07	.00	
5967	CITY OF DRIGGS	1.28.19	CLEANING COST DEV	01/28/2019	138.00	.00	
5967	CITY OF DRIGGS	1.28.19	WATER AND SEWER	01/28/2019	188.60	.00	
5967	CITY OF DRIGGS	1.28.19	SNOW REMOVAL	01/28/2019	92.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5967:					1,846.67	.00	
6051	CARPETS PLUS COLORTILE	2692	PROJ: POLICE STATION UPSTA	02/07/2019	7,445.00	.00	
Total 6051:					7,445.00	.00	
6147	OUTLAW BROTHERS CONSTR	86	JOB: 145 SIFERRIN OFFICE BUI	02/11/2019	972.85	.00	
6147	OUTLAW BROTHERS CONSTR	87	JOB: SNOW REMOVAL- LABOR	02/12/2019	660.00	.00	
6147	OUTLAW BROTHERS CONSTR	87	JOB: SNOW REMOVAL- LABOR	02/12/2019	330.00	.00	
Total 6147:					1,962.85	.00	
6199	GEMMEL, ANGIE	020719	TRAVEL EXPENSES	02/07/2019	420.00	.00	
Total 6199:					420.00	.00	
6243	DAY WIRELESS SYSTEMS	4013	CHARGE DESKTOP SINGLE UN	01/31/2019	69.25	.00	
Total 6243:					69.25	.00	
6290	HARMON, GLENDA	021119	MARCH RENT	02/11/2019	1,900.00	.00	
Total 6290:					1,900.00	.00	
6292	SHUTTLE BUS LEASING	12625	BUS LEASE	01/02/2019	21,000.00	.00	
6292	SHUTTLE BUS LEASING	12647	BUS LEASE	01/15/2019	11,850.00	.00	
6292	SHUTTLE BUS LEASING	12655	BUS LEASE	01/29/2019	21,000.00	.00	
6292	SHUTTLE BUS LEASING	12656	BUS LEASE	01/29/2019	11,850.00	.00	
Total 6292:					65,700.00	.00	
6331	JACKSON TOWING PARTNERS	80	USE OF LANDALL TO TOW UNI	01/14/2019	900.00	.00	
6331	JACKSON TOWING PARTNERS	81	WINCH OUT OF BUS ON KELLY	01/18/2019	375.00	.00	
Total 6331:					1,275.00	.00	
6360	JOHNSON, CLAIRE	011019	void Check #5204-Re-issue	01/10/2019	1,380.00	1,380.00	02/06/2019
Total 6360:					1,380.00	1,380.00	
6365	SIGN IT NOW INC	3042	DESIGN- RTA CUT COUNCIL &	02/06/2019	183.23	.00	
Total 6365:					183.23	.00	
6366	SOUTH PARK ELECTRICAL & M	9756	COPPER	01/21/2019	27,900.00	.00	
Total 6366:					27,900.00	.00	
6371	HENDRIX, JUSTIN	400206	REIMBURSTMENT FOR WORK	01/03/2019	45.00	.00	
6371	HENDRIX, JUSTIN	400206	REIMBURSTMENT FOR WORK	01/03/2019	45.00	.00	
Total 6371:					90.00	.00	
6372	SB EQUIPMENT RENTALS, LLC	4575	JLG 1932 E SCISSOR LIFT- AS I	02/06/2019	8,500.00	.00	
Total 6372:					8,500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6373	L.K GOODWIN CO.	L24974	2 TON ADJ HY SPAN GANTRY,	10/22/2018	4,383.00	.00	
6373	L.K GOODWIN CO.	L24984	2 TONS BUDGET USA ARMY G	10/31/2018	3,531.79	.00	
Total 6373:					7,914.79	.00	
6374	SLUDER, KELLY	021319	REIMBURSE PLANE TICKET	02/13/2019	466.00	.00	
Total 6374:					466.00	.00	
6375	CARLTON, CHARLOTTE	021219	CIT REIMBURSEMENT	02/12/2019	397.19	.00	
Total 6375:					397.19	.00	
6376	ZUCK, LOGAN	021219	CIT REIMBURSEMENT	02/12/2019	183.11	.00	
Total 6376:					183.11	.00	
6377	DR. DARA RAMPERSAD	021219	CIT REIMBURSEMENT	02/12/2019	923.70	.00	
Total 6377:					923.70	.00	
6378	DEAL, JEFF	020419	TRAVEL REIMBURSEMENT	02/04/2019	750.00	.00	
Total 6378:					750.00	.00	
6379	OSMOND, ROBERT	020319	FTO TRAINING EXPENSES	02/03/2019	107.71	.00	
Total 6379:					107.71	.00	
6380	BAKER BALLISTICS LLC	19505	BALLISTIC UNIFORMS	01/28/2019	19,826.00	.00	
Total 6380:					19,826.00	.00	
6381	PATTERSON, BLAKE	021319	BAIL REFUND 18-10-0351	02/13/2019	685.00	.00	
Total 6381:					685.00	.00	
6382	HALVERSON, LORI	021319	BAIL REFUND 18-10-0470	02/13/2019	1,240.00	.00	
Total 6382:					1,240.00	.00	
Grand Totals:					443,823.41	7,141.56	

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
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JANUARY, 2019**

During the month of January, the court received \$44,661.50 in fines, fees, and forfeitures.
659 new cases were docketed: 537 parking citations, 122 summons
51 cases were dismissed: 25 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>
AECKERLE, MARGARET MARY	186005472AA	Failure to maintain liability coverage	BF	200
ALBERTSON, ANDREW JAMES	186000550AB	Failure to maintain liability coverage	BF	50
ALBERTSON, ANDREW JAMES	186000549AB	No display of current registration	BF	68
ALMOG, YUVAL	186000264AB	Following too Close	BF	85
ALSTON, ELLIOTT RICHARDSON	00045M	battery	D-PER TOWN'S MOTION	0
ANDREI, DAVID	186000631AB	No Driver's license	BF	420
ANDREI, DAVID	186000632AB	Use of hand-held electronic device while driving	BF	75
ATKINSON-HARRIS, MOSHENA R	186000298AB	MPH over limit Bond	BF	137
BADENHOP, HALEY MACHELLE	186005178AA	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
BAKHAUS, JOHN TATE	19506J	Driving/Control of vehicle while intox	DA - in accordance with W.S.S 7-13-301	0
BROWN, BEAU EUGENE	186000599AB	Use of cell phone while driving prohibited	BF	75
BRUNER, BENJAMIN L	03566L	Use of hand-held electronic device while driving	BF	90
CALLAGHAN, BRENDAN E	186005038AA	Unlawful Contact or Touching	D-PER TOWN'S MOTION	0
CAMPBELL, PATRICIA	186004388AA	Stop Sign Violation	D-PER TOWN'S MOTION	0
CARO, JORDAN	00085M	Stop Sign Violation	BF	110
CARRIZALES, JOSE O	186000024AB	Failure to yield ROW	BF	85
CHIRITOI, BOGDAN GEORGE	03921L	Shoplifting	D-PER TOWN'S MOTION	0
Christensen, Bryn Alana	186000527AB	No display of current registration	BF	135
COHEN, KENNETH STEVEN	186005043AA	Failure to maintain liability coverage	D-PER TOWN'S MOTION	0
COHEN, KENNETH STEVEN	186005042AA	Failure to report over \$1000 property damage or injur	D-PER TOWN'S MOTION	0
DAILEY, JACOB LEE	94343J	Marijuana: use and/or possession	BF	100
DE LOS RIOS, NATALIA RANGEL	03468L	No Driver's license	BF	100
DERRICO, MARC DOUGLAS	186005175AA	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
DICKEY, BRADLEY NATHAN	186000496AB	Speed Limits Generally 35/20	BF	300
DOWSON, GWENDOLYN JOAN	186000530AB	No display of current registration	BF	68
DUNN-MORRISON, PARK CHANDLER	186000600AB	Stop Sign Violation	BF	135
EDWARDS, THEODORE E	03929L	Failure to Obey Traffic Control Device	BF	120
Ellis, Aurthur	186000526AB	Use of cell phone while driving prohibited	BF	75
FEAGIN, ROBERT TERRELL	186000343AB	Speeding urban - 44/30 mph zone	D-PER TOWN'S MOTION	0
Fullenkamp, Michelle E	JPD11899A	No display of current registration	BF	135
GARCIA RAMIREZ, ALESANDRO	00091M	No Driver's license	BF	420
GARRETSON, CHARITY ELIZABETH	186006401AA	Speeding urban - 44/30 mph zone	BF	173
GENSCH, SARAH KATHERINE	186006043AA	Use of cell phone while driving prohibited	BF	65
GEORGIADES, GABRIELLA	186005039AA	Failure to maintain liability coverage	BF	220
GERBER, GARY DEE	94339J	Public intoxication	BF	110
GOLDFISCHER, CARL SAMUEL	186003039AA	Failure to report over \$1000 property damage or injur	D-PER TOWN'S MOTION	0
Goodman, Amy M	186000263AB	Speeding 50/40	D-PER TOWN'S MOTION	0
HANSEN, ANNIE M	03573L	Use of hand-held electronic device while driving	BF	65
HAWKS, ARCELIA	186000384AB	Failure to Appear	D-PER TOWN'S MOTION	0
HAYES, RYAN S	03960L	Speed Limits Generally 41/30	BF	117
HERNANDEZ, GREGORIO	186000010AB	Speed too fast for conditions	BF	85
Hernandez, Raol perez	186000630AB	No Driver's license	D-PER TOWN'S MOTION	0
HERTER, CAROLINE NONE	186000300AB	Failure to stop at a red light	BF	135
██████████	03560L	██████████	Expunged 12-18-2020	██████████
HOFFMAN, TANA I	03857L	Use of cell phone while driving prohibited	BF	65
HOWE, AMELIA MARGARET	186000665AB	No display of current registration	BF	68
HUERTA VEGA, JUVENCI	186005024AA	Provide alcohol to person <21	BF	500
HUKRIEDE, MICHAEL	95932J	Driving/Control of vehicle while intox	DA - in accordance with W.S.S 7-13-301	0
JAIN, NADA	186000570AB	Speed Limits Generally 48/30	BF	201
JENSEN, KYLE CHRISTOPHER	186000640AB	Petit larceny	D-PER TOWN'S MOTION	0
JOHN, SCOTT J	06405M	Public intoxication	D-PER TOWN'S MOTION	0
KITAMI, IRYNA	03918L	Provide alcohol to person <21	BF	500
KOLKOW, GRACE LEE	186000355AB	Stop Sign Violation	BF	135
KUKRAL, JULIA JOAN	186000023AB	Stop Sign Violation	BF	135
LEVINE, MATTHEW ALAN	186000529AB	Speed Limits Generally 47/25	BF	259

Lieb, Joseph R	186000345AB	Failure to stop at a red light	BF	125
LOAIZA, SERAFIN	186005023AA	Provide alcohol to person <21	BF	500
LUCAS, CHARLIE PHILLIPS	00082M	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
MARCELLINI, TODD HADAN	00037M	Public intoxication	BF	110
MARROQUIN, SARA MARIBEL MERINO	186006457AA	Duty upon colliding with unattended vehicle or proper	BF	235
MARROQUIN, SARA MARIBEL MERINO	186006458AA	Limitations on Backing	BF	85
MCCALLUM, CHRISTOPHER PAUL	03747L	Speed Limits Generally 46/30	BF	127
MCCHESNEY, JAMES D	06404M	Public intoxication	BF	110
MCILWEE, REBECCA ANN	186003840AA	No Driver's license	BF	420
MCSWAIN, DEBRA L	03963L	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
MELENDEZ MARTINEZ, JOSE M	03855L	Windshields and wipers	BF	75
MERKT, TOM	186005885AA	Failure to Maintain Lane	NCPFINE	0
MORRIS, GREGORY KEITH	186000528AB	Smoking or Pets in Ground Transportation Vehicle	BF	50
MOSS, TIFFANY I	03749L	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
NAING, MYA MAR	186000151AB	Required to stop on flashing red signal	BF	85
NOBLE, MATTHEW HENRY	186000719AB	No display of current registration	BF	68
NOCUN, MARCIN W	03919L	Provide alcohol to person <21	BF	500
PEDROTTI, WILLIAM L	06130M	Public intoxication	BF	110
PEREZ, IRMA	00056M	Provide alcohol to person <21	BF	500
PEREZ-SANCHEZ, MARIA D	186000265AB	Required position & method of turning at intersection:	BF	85
PINEGAR, KEVIN SCOTT	00521M	Public intoxication	BF	110
Polan, Mindi B	186000601AB	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
Polan, Mindi B	186000602AB	Speed too fast for conditions	BF	85
PRENTICE, HAYDEN E	03916L	Provide alcohol to person <21	BF	500
RABJOHNS, HUGH M	186005041AA	Speed Limits Generally 35/25	BF	115
RAMIREZ, TIM JOSE	186000551AB	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
ROBIN, CHELSEA	03745L	Failure to yield ROW approaching intersections	BF	70
ROBINSON, JONATHAN D	00076M	Failure to yield ROW approaching intersections	BF	85
ROMERO, SOPHIA	03565L	Failure to stop at a red light	BF	125
ROSALES ESPINOSA, JOSE MARCO	19707K	Animals at Large	BF	100
SANDERS, VICTORIA W	03563L	Use of cell phone while driving prohibited	BF	65
SCHNOOR, KIRBY MACKENZIE	186000354AB	Failure to stop at a red light	BF	135
SILVERSTEIN, SAUL J	186000569AB	Speed Limits Generally 45/30	BF	100
SMITH, SCOTT MICHAEL	186000013AB	Stop Sign Violation	BF	135
SMOKER, JUSTIN DUANE	186005040AA	Speeding 39/30	BF	97
STEWART, BENJAMIN WILLIAM	186000524AB	Use of cell phone while driving prohibited	BF	75
STOJANOVSKI, MARTIN	186001783AA	Driving/Control of vehicle while intox	DA - in accordance with W.S.S 7-13-301	0
Stuchal, Stephen J	JPD01108AB	Overtime parking	BF	30
TITCOMB, DAVID RODMAN	186006453AA	Careless driving	BF	100
VAZQUEZ-BAEZ, RICARDO	03750L	No display of current registration	BF	63
WALTERS, ANDREW IAN	94338J	Driving under suspension	BF	50
WATT-SAX, HANNAH LEE	03557L	Stop Sign Violation	BF	135
WEBB, KATELYN ANN	186000398AB	Failure to maintain liability coverage	D-VALID INFO PROVIDED	0
WEBER, HOLDEN PIERCE	186000115AB	Use of cell phone while driving prohibited	BF	75
WELSH, KELLY MICHAEL	186005034AA	Use of cell phone while driving prohibited	BF	75
WILKENING, OWEN ARTHUR	186000413AB	Marijuana: use and/or possession	D-PER TOWN'S MOTION	0
WILKS, MARK D	19685K	Driving/Control of vehicle while intox	GP	750
WILKS, MARK D	19686K	No Driver's license	GP	50
WOOLSTENHULME, ADAM JAMES	186000306AB	Use of cell phone while driving prohibited	BF	65
WRIGHT, GAGE L	186000629AB	Speed Limits Generally 49/30	BF	218



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: February 13, 2019

MEETING DATE: February 19, 2019

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Carl Pelletier

SUBJECT: Special Event- World Championship Snowmobile Hill Climb

PURPOSE/STATEMENT:

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

BACKGROUND/ALTERNATIVES:

The applicants, the Jackson Hole Snow Devils and the Jackson Hole Chamber of Commerce, request permission to host the World Championship Snowmobile Hill Climb Thursday, March 21 through Sunday, March 24, 2019. Pre-event preparations will begin on Wednesday morning, March 20, and completion of tear down/clean up will occur on Monday, March 25. The event will begin at 7:30 A.M. each morning and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 7:00 P.M. each day. A detailed letter of request and a site map of street closures, detours, and parking areas in and around the event are attached. As in past years, the starting line has been moved to the ball field to improve safety for the riders and spectators. The anticipated audience over the course of the event is 12,000 to 15,000. **There are no material changes to the request as compared to the past several years.**

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

- The Following road closures: Phil Baux parking lot, Snow King lower lot; Snow King between King and Glenwood, Cache between Karns and Aspen, and King between Snow King and Karns. Street closures will begin Wednesday morning and will reopen Monday morning.
- Overnight RV parking at the Home Ranch parking lot from Wednesday to Sunday. Section 10.04.220 of the Municipal Code prohibits overnight parking on any lot owned by the Town.
- Permission for overnight parking for RV's on Town streets near the Snow King area Wednesday through Sunday nights per the attached map. Section 10.04.300 of the Municipal Code prohibits parking on Town streets between 3:00 a.m. and 7:00 a.m. between November 1st and April 15th.
- Permission for overnight RV camping at the Fairgrounds (east of the Heritage Building) Wednesday through Sunday nights. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
- Event parking Wednesday through Monday on Snow King Avenue between Flat Creek and the Parks & Recreation maintenance facility, and at the Rodeo Grounds.
- Private event parking is requested on South Cache from Snow King to Aspen Drive Wednesday through Sunday. The east side of this section will be used to "double park" vendor and contestant trailers. This is the only area where double parking will occur. The applicant is also working with

Snow King and with the Gill Family (who own the northeast corner lot at Snow King and Cache) for private event parking for the duration of the event.

- Private event parking in the Town owned Snow King Center lower lot to the east of Phil Baux Park per the attached map and subject to permission from the Snow King Center lessee.
- Use of the ball field for vendor tents during the event and for the starting line. The applicant has acknowledged responsibility for damage that may occur.
- Permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King to better accommodate the required 20 foot fire lane.
- A malt beverage permit for the sale of beer at the base of Snow King and at the ball field from 10:00 A.M. to 6:00 P.M., Thursday through Sunday. The beer tent will close approximately one half hour before the event is over but not later than 6:00 P.M. The applicant will also be placing security at the event exit to prevent spectators leaving the event with open containers. This protocol was followed in years past.
- Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.
- Permission from Town Council for noise generated from the event associated with the competition, loudspeaker, and music.
- Permission to display many onsite vendor and sponsor temporary banners. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
- Permission to display temporary banners at Bubbas directing vehicles to the parking garage and at the parking garage notifying spectators of the free shuttle.
- Pursuant to the attached Snow Devil's letter, many of the streets in the area will be posted with temporary parking, no parking and event parking signs. CSO's will commence signage posting on Tuesday, March 19 and will continue to monitor the signs and evaluate any needed changes through Wednesday. As discussed with the Snow Devils, town staff is recommending that production and posting of parking signage within the event perimeter be the responsibility of the Snow Devils starting with the 2010 event.
- Signage for handicap parking. The CSO's will post and remove this signage.
- Use of Town barricades and "Local Traffic Only" and "Detour" signage, including delivery and pick-up by Public Works personnel.

COMPREHENSIVE PLAN ALIGNMENT

This marks the 43rd year that the Jackson Hole Snow Devils have hosted the World Championship Snowmobile Hill Climb Event. The event is coordinated by local volunteers and proceeds from the event are donated to local charities. This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

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

FISCAL IMPACT:

Direct income: \$400 from malt beverage permit, \$800 from exposition license. Costs include the services of on-duty Public Works employees for delivery/pickup of road signage and barricades. Costs to the Police Department include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures. There will be approximately 150 hours of overtime paid at time and a half at a total cost of approximately \$6150.00, most of which is funded through EUDL (an underage drinking

grant). Last year, the Police Department utilized two officers each day plus additional officers in the evening throughout town to augment patrol staff. The total overtime count also includes three DUI enforcement shifts.

STAFF IMPACT:

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

LEGAL REVIEW:

N/A

ATTACHMENTS:

Special Event application

RECOMMENDATION:

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

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

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

43. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
44. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
45. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
46. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
47. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
48. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
49. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
50. All no parking/Snow Devils reserved parking signage in the yellow, red, and orange areas depicted in the attached event map shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking (blue areas) and all of the detour signage outside of the event perimeter.
51. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
52. All vehicles shuttling snow machine trailers to and from the Fairgrounds will be compliant with all posted speed limits.
53. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas along the sidewalk unless turf protection measures are in place and have been approved by the Parks Manager.
54. All individuals serving alcohol will have TIPS training and certification.
55. A post-snow, micro trash pick-up will take place before the set-up of the ECO Fair.
56. When moving snow at the base of Snow King, snow is to be pushed up the hill rather than being pushed down and deposited in the baseball field.
57. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.

SUGGESTED MOTION:

I move to approve the special event application made by the Jackson Hole Snow Devils for the World Championship Snowmobile Hill Climb 2019, subject to the conditions and restrictions listed in the staff report.



January 30, 2019

Town of Jackson &
Jackson Police Dept.
PO Box 1687
Jackson WY 83001

Dear Officials:

The Jackson Hole Snow Devils are once again in the process of hosting the "World Championship Snowmobile Hill-Climb". Dates for this year's event are March 21, 22, 23, and March 24, 2019. Preliminary setup will begin Monday March 18 and "Post" event cleanup & tear down will be completed by the afternoon of Monday March 25, 2019. We are requesting a malt beverage permit, parking permits, noise ordinance exemption, use of Public Park, and street closure/detours as required by the Town of Jackson.

The following special parking & street closures are again being requested for this year:

(1) Event Parking (Wednesday-Monday) the north & south side of Snow King Avenue from Flat Creek Drive east to the Parks & Rec maintenance building. As in years past, on Wednesday & Thursday morning, this area is used by the contestants of the event as a staging area before race trailers are parked at the base of Snow King Mountain. Beyond Thursday afternoon, this area provides spectator parking outside the residential area. The Jackson Hole Snow Devils also request the use of the rodeo grounds, Teton County Exhibition Hall Parking Lot and the Start Bus parking lot across from the City/County Maintenance Shop, paved parking lot below Snow King Ice Rink for overflow contestants, spectator and vendor parking during the event. Areas of concern in this part of town have been: (1) The alley way directly across from Teton County Parks & Rec maintenance building to Mateosky Ball Field, (2) the entrance and parking lot of the Teton County Parks & Rec maintenance building, (3) the dead end street on N Glenwood. These areas of concern have usually been addressed by either temporary "No Parking" signs, (and) (or) street barricades.

(2) Street closures needed for event are as follows: (1) Section of Snow King Avenue from the corner of Snow King & Cache east to the corner of Snow King & King Street. (This area being used for on-Street Vendors). (2) Both entrances (south & east) of Snow King ball field parking lot. (This area used by vendors, portable restrooms, and event officials.) (3) The section of South Cache street from the intersection of Snow King & Cache south to the intersection of Pine Drive, Aspen Drive, and South Cache Street. The east side of this section to be used for "Double Parking" vendor trailers, and racer trailer parking.

(3) Local Traffic Only & Detour barricades with arrows at intersections of Millward & Snow King, intersection of Cache & Kelly Street, intersection of Snow King & S. Willow; King Street between East Karns and Snow King Avenue. These areas to be used for overflow trailers and official parking. We would like handicap parking on both sides of Snow King Avenue between King and Willow.

(4) Additional Detour Signs (Directional Arrows Only), needed at intersections of: King & Karns, Cache & Kelly, Millward & Snow King, Aspen Drive & Millward, and Pine Drive & Millward.

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

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

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

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

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

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

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

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

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

Further questions or concerns may be directed to representatives of the Jackson Hole Snow Devils: Jeff Toolson (President) 734-9653 or 690-0352, Mark Hodges (Vice President) 699-0450, or Nan Coover (Secretary) 413-3599.

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

Thank You,

A handwritten signature in black ink, appearing to be 'J. Toolson', written in a cursive style.

*Jeff Toolson
Jackson Hole Snow Devils, President*

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: World Championship Snowmobile Hill Climb

Name of Organization: Jackson Hole Snow Devils

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

Mailing Address: PO Box 4276

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Jeff Toolson / Nan Coover

Email Address: mail@snowdevils.org

Work Phone: 307-733-9251 Cell Phone: 307-413-3599

EVENT INFORMATION

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

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

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

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

Date(s) of Event: Thursday 3/21 - Sunday Event Operating Hours: 7:30am - 7:00pm

Event Set Up Begins Date: March 20, 2019 Time: 8:00 am

Event Clean Up Ends Date: March 25, 2019 Time: 6:00 pm

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

Yes _____ Large Street Barricades

Yes _____ "Road Closed" Street Signs

_____ Small Sidewalk Barricades

Yes _____ "Local Traffic Only" Street Signs

_____ 28 Inch Street Cones

Yes _____ "Detour" Street Signs

_____ Candlestick Cones

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Mounted Horse Patrol

☒ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☒ General Presence

☐ Towing / Ticketing

☐ Assistance with
Parking Closures

☒ Assistance with
Street Closures

Please describe in detail your request: _____

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

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This 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: 40 Number of ADA Accessible Portable Toilets: 6-7

If "No", please explain: _____

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3/20/2019 Time for Drop Off: 8:00 am

Date for Pick Up: 3/25/2019 Time for Pick Up: 10:00 am

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Vendor Sales

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

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

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

When will the trash receptacles be delivered? Wednesday 3/20/2019

When will the trash receptacles be picked up and removed from site? Monday 3/25/2019

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

Volunteers dump trash throughout the day. At the end of each day the dumpsters are emptied by Teton Trash Removal.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? Wednesday March 3/20/2019

When will recycling receptacles be picked up and removed from site? Monday March 3/25/2019

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

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:

Yes, we are requesting a less amount of street closures.

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: JT

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: JT _____

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: JT _____

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: JT _____

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: JT _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Jeff Toolson

Printed Name

DATE: 01/30/2019

TITLE: President

Teton County Wyoming MapServer



- Race Trailer Parking
- Vendor Parking
- Handicap Parking
- Emergency Vehicle Parking

Contact Information

Primary Contact	Jeff Toolson	690-0352
Secondary Contact	Mark Hodges	699-0450
Announcer	Glen Gillis	208-339-2026
SD Board Member	Nan Coover	413-3599
SD Board Member	Aaron Todd	970-417-7711
SD Board Member	Stevan Davis	690-5821
SD Board Member	Todd Taylor	413-1914
SD Board Member	Katie Toolson	690-5283
SD Board Member	Judy Peters	690-1317
SD Board Member	Nick Coca	307-761-0207
SD Board Member	Jordyn McDougall	307-713-0054
SD Board Member	RJ Crosland	307-248-2411



MALT BEVERAGE PERMIT APPLICATION

Fee \$ _____

Date Paid _____

The fee is \$100 per day (for each 24-hour period). If malt beverage service runs past 12-Midnight, then it will be counted as two days with a \$200 fee.

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

- (a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

JMC 6.50.020. Malt Beverage Permits.

- B. It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of twenty-one (21) years.
- C. The permits authorized by this section shall be issued for one, twenty-four hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of twelve malt beverage permits for sales at the same premises in any one year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.
- D. The permit shall be issued without notice on application to the Town Council on forms prepared by the Town of Jackson. The fee for a malt beverage permit, shall be one hundred dollars (\$100.00) per twenty-four hour period.

All Malt Beverage Permits requests must be approved by the Jackson Town Council.
Please submit the completed application at least 21 days in advance of the date of the event.

Name of Organization Requesting Permit: Jackson Hole Snow Devils

Event Contact Person and Phone Number: Jeff Tooker - 690-0352

Date(s) of Permit: Thursday March 21 - Sunday March 24, 2019

Hours of Permitted Service and Consumption: 10:00 am - 6:00 pm

Description of Premises where malt beverages are to be served (physical address):

Snow King Ball Field

Purpose of Event: World Championship Snowmobile Hill Climb

I have read, understand, and will comply with the above laws governing a Malt Beverage Permit.

(Sign Here) _____

Malt Beverage Permit will be processed and issued upon payment to the Town of Jackson.
Submit application to Town Hall or fax to 739-0919.

Date: 1/30/19**EXPOSITION LICENSE APPLICATION**

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

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

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

Is the Business/Organization a:

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

Physical Address of Expo:

Street: Snow King Avenue **No:** _____
Building: _____ **City:** Jackson **State:** WY **Zip Code:** 83001
Date of Expo: March 21, 2019 - March 24, 2019
Time of Expo: 7:00 am - 7:00 pm

Business/Organization Physical Address: _____
Post Office Box: PO Box 4276
City: Jackson **State:** WY **Zip Code:** 83001
Business Phone Number: (307) 690-0352
Fax/email address: mail@snowdevils.org
WY Sales Tax Number: _____
Federal Employers ID Number: _____

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

NAME AS IT APPEARS ON DRIVER'S LICENCE	Driver License #	State	Date of Birth	Phone
<u>Jeff Toolson, President</u>	<u>106250-020</u>	<u>WY</u>	<u>1/17/81</u>	<u>690-0352</u>
<u>Mark Hedges, Vice President</u>	<u>101907-822</u>	<u>WY</u>	<u>1/24/67</u>	<u>699-0450</u>
<u>Monnette Cover, Secretary</u>	<u>100954-205</u>	<u>WY</u>	<u>9/18/65</u>	<u>413-3599</u>

If property is rented/leased:

Owner's Name: Max Chapman / Snow King Mtn Resort
Owner's Mailing Address: PO Box SKI Jackson WY 83001
Owner's Phone Number: _____

Have you ever been convicted of a felony? ☐ Yes ☒ No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

Signed: [Signature]
Date: 1/30/2019

Additional Information: _____

_____**Exposition license will:**☐ be for my business/organization ONLY.☒ include 20+ number of businesses or organizations. Attach list of ALL vendors**Business is:**☐ a Sales Tax Collecting Business.☐ a Non-Sales Tax Collecting Business.**Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?**☒ Yes ☐ No If not, please explain: In Process**Will a sign or banner be posted?** ☐ Yes ☐ No*** The above questions **MUST** be completed in order for you application to be processed.

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

STATE OF WYOMING)

COUNTY OF TETON)

SUSCRIBED AND SWORN TO BEFORE ME BY

this _____ day of _____ 20____

signature of applicant_____
Printed name of applicant

WITNESS my hand and official seal

Notary Public**Exposition License Fees****For Profit Businesses****Not For Profit Businesses****\$100.00** per day for any event with 5 or fewer vendors**\$50.00** per day for any event with 5 or fewer vendors**\$200.00** per day for any event with more than 5 vendors**\$100.00** per day for any event with more than 5 vendors**For Official Use Only – Please Do Not Write Below This Line****Zoning:** ☐ UC☐ BC☐ UC2☐ NC☐ UR☐ NC2☐ OP☐ AR☐ RB☐ AC☐ BP☐ SR☐ MHP☐ R

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

☐ Application Approved☐ Application Denied;Reason: _____

License Fee	\$
Date Paid	
Receipt Number	
Employee initials	



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: February 14, 2019

MEETING DATE: February 19, 2019

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne Robinson

PRESENTER: Carl Pelletier

SUBJECT: Special Event: Ultimate Towner Obstacle Course

STATEMENT/PURPOSE:

The Mayor and Council approve the use of Town streets, temporary no parking signage, use of Town equipment, and services of Town personnel.

BACKGROUND/ALTERNATIVES:

The applicant, Grand Dynamics, a for-profit business, is requesting Council permission to host an Ultimate Towner event on Sunday, May 19, 2019 from approximately 7:00 A.M. to 7:00 P.M. The proposed events will include an obstacle course race to begin at approximately 10:00 A.M. through town utilizing streets, the rodeo grounds, and various parks. Obstacles will be placed at the rodeo grounds and parks along the course for participants to go through before continuing on the course. The event will also include a DJ, food and beverage vendors (alcoholic and non-alcoholic), bike parking, and non-profit booths to promote their missions and fundraising efforts at Phil Baux Park, which will also serve as the race start and finish area. The Ultimate Towner will be sponsoring the Doug Coombs Foundation this year with 5% of preregistered participants as well as with donations for marketing and advertising.

The applicant will begin preliminarily setting up the obstacles in the parks on Saturday, May 18, subject to approval and scheduling by the Parks and Recreation Department, School Board, and Fair Board. Preliminary set-up will include flagging, marking, and other minor staging that would not attract members of the public to play or use the obstacles leading up to the race. The start and finish area set-up will occur at Phil Baux Park with sponsor set-up also taking place on Saturday. On the day of the races (Sunday, May 19), set-up will begin at 7:00 A.M. The applicant is requesting the use of Town barricades and cones. Tear down will take place on Sunday, May 19 from 4:00 P.M. – 9:00 P.M. In the past, some obstacles have remained in the public areas until the Monday following the race due to circumstances beyond the race coordinators control (i.e. the tire shop is not open until Monday and therefore cannot pick up tires until the day after the event). The race organizer has provided assurances that public parks will be returned to pre-event condition by 9:00 P.M. on the day of the race. In situations where some obstacles are not able to be removed that night, the organizer has assured staff that they will mitigate potential attractive nuisances and move obstacles to a location that will not interfere with public recreation. A total clean-up checklist will be completed by 5:00 P.M. on Monday, May 20. **There are no material changes to the request as compared to the past several years.**

The applicant expects over 500 participants to attend the event.

The route and obstacles: The proposed route will start at Phil Baux Park, travel up and down Snow King mountain, proceed west on Snow King Avenue, through the rodeo grounds, north on Jackson Street, east on Kelly, north on Millward Street, east on Gill Avenue, through the parking lot and behind the Recreation Center and Davey Jackson School corridor, east on East Gill, south on North Gros Ventre Street, east on East Broadway, south on Redmond, west on East Hall, through Mike Yokel Park, west on Kelly, southwest on Vine

Street, west on Snow King to finish at Phil Baux Park. Obstacles will be placed in Phil Baux Park, the Rodeo Grounds, Miller Park, the Recreation Center Corridor, and in Mike Yokel Park. The applicant expects that the majority of race participants will be on the course for about one to two hours. The start of the race will be conducted in five minute waves with groups of 50 participants per wave to better space out participants at each obstacle throughout the course. There will also be two classes of competitors: a fast class and a fun class. The fast class will be on foot only while the fun class may be either on foot or ride a bike, skateboard, or similar means of transportation. The applicant has indicated that they will place volunteers at all of the major intersections and will brief race participants on obeying pedestrian laws and traffic and safety protocols. Obstacles will be similar in nature to the ones provided at last year's event. Please see the attached race map and information relating to the obstacles for additional detail.

The applicant has requested approximately 60 barricades to be used in the parks. If more barricades are needed the Public Works Department is willing to provide as many as possible. As an alternative, the applicant could use lathe or flagging. Any flagging or lathe placed within the Town would need to be completely removed following the event.

- Like last year, staff recommends that all race participants travel with the flow of traffic whether on foot, bike, skateboard, etc... so that motorists do not need to navigate between race participants on either side of the street.
- Due to the complicated nature of the obstacles and safety considerations, Parks and Recreation would like to review and approve all obstacles including how they are constructed and where they will be placed. This review must be done at least 2 weeks prior to the event. Parks and Recreation staff will have the ability to prohibit any obstacle due to safety concerns. All obstacles must gain approval from Parks and Recreation prior to the event.
- Staff is also recommending that a \$500 damage deposit be submitted to the Parks and Recreation Department at least one week prior to the event to protect against any to negative impacts to the irrigation or turf.

Staff Concerns: Staff would request that the applicant continue demonstrating clean-up efforts equal to or greater than last year. The applicant has indicated that clean up would be completed by 9:00 P.M. on Sunday, May 19th. Staff requests that the applicant provide a contact who would be available on-site on Monday, May 20th who will ensure the final clean-up.

Snow King Mountain Resort management has requested all special events can work with them on access to the scenic lift for their customers and parking needs.

The applicant also requests the following from the Town:

- Permission to utilize town streets and parks throughout the race course.
- Permission to close the north half of the Phil Baux parking lot from approximately 7:00 A.M. to 7:00 P.M.
- Use of Town barricades and cones for the Phil Baux parking lot closure and throughout the race course. The applicant will be responsible for procurement, placement and removal of all signs and closures.
- A catering permit from the Town staff. If a catering permit is not able to be secured then the applicant requests the issuance of a malt beverage permit.
- An Expo License from the Town staff.
- Access to electricity at the parks and locates.
- Permission to display three banners per the attached sign permit application. (The fourth banner is located in Teton County).
- Police services to assist with street crossings at Broadway and Millward and general traffic control as needed.
- Permission from Town Council for amplified noise for music in each of the parks by the obstacles between the hours of 9:00 A.M. and 5:00 P.M. and the DJ in Phil Baux Park until approximately 6:00 P.M.

COMPREHENSIVE PLAN ALIGNMENT

This marks the 8th year that Grand Dynamics has hosted the Ultimate Towner Obstacle Course Event. The event is coordinated by locals and proceeds from the event are donated to local charities. This event aligns with our Quality of Life which is important to our community. We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

STAKEHOLDER ANALYSIS

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

FISCAL IMPACT:

Fiscal Impact per event includes income from fees that will be collected associated with a catering permit, an exposition license, irrigation locates, electricity and any rental costs associated with the park reservation system. Costs to the Town include staff time to check out and check in barricades, provide Police presence (\$60), and potential post post-event turf care.

STAFF IMPACT:

Staff impact includes processing the catering and exposition licenses, police presence during the race, and staff time to provide irrigation locates, access to electricity, and checking out and checking in of barricades.

LEGAL REVIEW:

N/A

ATTACHMENTS:

Special Event Application

RECOMMENDATION:

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

1. The applicant shall coordinate any requests for power with the Parks and Recreation Department at least one week before the event.
2. The applicant must fill out a Park Reservation request with the Parks & Recreation Department and coordinate with the department for overall site direction at all parks including: locations for the finish line, parking, toilets, event vehicles, tents, parking area closures, and any other uses.
3. The applicant must supply extra trash and recycling containers and dispose of all trash generated by the event.
4. The applicant shall identify onsite aid station location at each obstacle and provide this information to the Parks and Recreation department prior to the event.
5. Irrigation locates must be arranged with the Parks and Rec Department at least one week prior to the event if tents are erected and staked in the park area.
6. The applicant shall coordinate the payment of all fees with the Parks & Rec Department at least one week prior to the event.
7. The applicant shall clean up immediately following the event including any flagging materials which are used to guide participants on the course.
8. All food service shall be coordinated with Teton County Environmental Health.
9. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required at least 10 days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate

may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

10. The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand and with regard to the obstacles. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.
11. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
12. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits, or obstacles. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
13. All walkways and boardwalks must be kept unobstructed at all times.
14. 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).
15. 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)
16. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
17. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
18. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
19. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
20. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
21. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
22. 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).
23. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
24. The fire department recommends that the parking lot maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
25. The applicant shall be responsible for the closure of the parking lot and the procuring, posting and removal of any signage including but not limited no parking and handicap parking signs associated with the event.
26. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked. It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.
27. Any and all alcohol consumption shall occur after the race has ended. The applicant shall be responsible to prohibit anyone who appears to be impaired from consuming alcohol from participating in the race.
28. Racers on town streets shall abide by all traffic laws.
29. The race shall be conducted on one side of the street with all participants moving with the flow of traffic.
30. The applicant shall meet with the Police Department at least one week prior to the event to determine needed police presence during the event and to receive training on how to properly control intersections.
31. Any barricades, cones or road signs used in the streets shall be removed immediately after the race portion of the event ends.
32. Any flagging used in marking the course shall be removed immediately after the race portion of the event ends.
33. Open fire is not permitted for this event. A propane fueled "Mr. Heater" would provide a safe alternative.

34. Prior to the event, all obstacles (or any proposed changes) shall be approved by Parks and Recreation, the School District, or the Teton County Fair Board or designated representative, as applicable. Parks and Recreation, the School District, or the Teton County Fair Board or designated representative may deny any obstacle that it feels is inappropriate or damaging to a facility. Playground equipment may not be used as part of the obstacles, and park amenities or grounds may not be modified. All obstacles are to be stand-alone and separate from any park structure or feature.
35. A \$500 damage deposit shall be submitted at least one week prior to the event to Parks and Recreation to protect against any to negative impacts to the irrigation or turf. All parks shall be left in the same condition as they were found to be prior to the event.
36. The applicant shall obtain permission from the Fair Board to utilize the rodeo grounds or any other entities such as the school board to utilize Davey Jackson Field.
37. All barricades, cones, and any road closure signs must be removed immediately following the event. Barricades and cones must be returned to the Public Works Department. A \$500 damage deposit must be submitted for any barricade or cones to protect against any loss or damage.
38. A sales tax permit must be obtained from the Wyoming Department of Revenue. A vendor list with tax ID numbers must be submitted to both the Wyoming Department of Revenue and the Town of Jackson at least two weeks prior to the event to obtain a sales tax permit. Please contact the Wyoming Department of Revenue at (307) 734-9354 or brian.way@wyo.gov with any questions.
39. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
40. The applicant will provide the name and cell phone number of a point of contact following the race to insure that all clean-up is finalized.
41. Vehicles associated with event are not allowed on the turf within any park in Town limits.
42. The applicant will work with Snow King Mountain Resort management on access to the scenic lift for Snow King customers and parking needs.

SUGGESTED MOTION: I move to approve the special event application made by Grand Dynamics International for the Ultimate Towner Special Event, subject to the conditions and restrictions listed in the staff report.



PRESENTS

THE



***Town of Jackson Special Event Application
Information and Course Overview***

Sunday, May 19th 2019



Dear Carl,

This document overviews our proposed May 19th, 2019 Ultimate Towner Special Event and includes additional information required for the proposal. This event will be very similar in design as the previous seven Jackson events.

Additional attachments or completed forms include:

- Non-Profit Benefactor Letter: Jackson Hole Community Counseling Center
- Jackson Ultimate Towner Parks Overview w/course map
- SGN Permit Application
- Obstacle descriptions (same as last year)

The following documents will be forthcoming:

- Catering Permit
- Alcoholic Beverage Permit

Please note that our website www.ultimatetowner.com has information about the event. This includes additional obstacle overviews, map and event information.

Our insurance application is being processed and will include all the additional insured information per previous year's events.

We look forward to great Jackson events and bringing together the local community. Let me know what else we need to provide.

Thanks!
Tim

Tim Walther, President - Grand Dynamics International

REVITALIZE...ENERGIZE...SYNERGIZE

P.O. Box 6761 Jackson, WY 83002

Phone: 307.733.1989

e-mail: info@granddynamics.com

Information in this document is confidential and not to be shared with any third party vendor.



Event Overview

Ultimate Towner: Jackson Hole's Town Obstacle Course Race Sunday, May 19th 2019

October 20th, 2012 was the inaugural Tough Towner in Jackson Hole, Wyoming. This event was the first of its kind and included over twenty-five community businesses contributing as sponsors in some form and one-hundred sixty-five registered participants. The second event in Jackson was held on May 12th, 2013 with 250 participants and a resounding community positive response. Event three grew to 365 participants with 2016 was close to 500. Each event brings a growing number of spectators and engaged community members.

Videos, photographs, obstacle course descriptions and a plethora of additional information can be found at www.ultimatetowner.com

The Ultimate Towner is:

- A community event to take place throughout downtown Jackson.
- Fun and inspiring event with obstacles at Snow King Mountain and the four major downtown parks: Miller, Recreation Center, Mike Yokel, Snow King and the Rodeo Grounds.
- Individuals, Teams and Businesses can participate, volunteer, spectate or sponsor.
- A draw for locals to have fun and bond together, building our local community through fun and adventure.
- A draw for out-of-towners to participate in a fun Jackson style community obstacle course event.
- A source of inspiration for people to celebrate turning the obstacles in life into opportunities for growth.

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A race through town with fun obstacles in Jackson parks!

The Ultimate Towner Jackson Hole is a four-mile race that travels through town to the rodeo grounds and four major local parks. At each park destination participants will complete fun obstacles, including crawling through mud, running through tires, snaking through culverts, climbing under B-net, hopping in sacks and helping teammates over walls! This event is not exclusive to the Jackson Hole elite athlete but designed for a wide variety of ages, skills and abilities.

The event will involve a DJ, food and beverage vendors, bike parking, and non-profit booths to promote their missions and fundraising efforts. The applicant expects approximately 500 participants will attend the event, with 300 or more spectators.

Safety

Grand Dynamics International has been delivering team building and adventure racing programs for over seventeen years. ***We have never had an accident or claim from one of our events.*** This is due to the fact that we are diligent in managing events and creating experiences where safety is the first priority. We will design the final low element course to be challenging, but doable for people of all ages and abilities. There will be at least one GDI staff member at each designated park areas as well as volunteers for to oversee the various obstacles, and to wave people on as they travel the streets. We will have street travel protocols for racers and also require riders to have a helmet.

Classes and modes of transportation

First wave of Fast Class participants is approximately 50 racers That start about 5 minutes before the Fun Class Waves. Final course waves will be based on total participant numbers and course flow. Competitive racers will begin at the front of their packs and there will be **Walkers or Riders toward the back of the starting waves.**

Participants can enter as an individual or as a team in either category. There will be an emphasis on “safety first” and on support and camaraderie throughout the event.

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Alignment with Jackson Hole values and culture

Jackson Hole is known for adventure, fun and building community through sport and challenge. The Ultimate Towner has proven to be an event embraced by the community to bring together people of all ages and abilities.

An annual off-season event in any weather

The vision is to have an inaugural annual event this year that will be a draw for visitors in the spring and be a fun engaging event for locals as well. The beauty of this style event is that the weather will only add to the fun and challenge of the experience!

It's all about community!

The difference between the Ultimate Towner and other obstacle course style events is that this obstacle course is one that's focused on community. The location of the event will highlight the town parks and feature local businesses in the obstacles that comprise the event.

Sponsors of the event will contribute their unique flavor to the obstacles to make for an engaging event. Volunteers will get involved by helping with course set up and cheering on participants during the race at various checkpoints. Spectators will have a variety of areas to view the race, take pictures and cheer on participants.

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STATEMENT/PURPOSE: Grand Dynamics, Inc. seeks the approval of The Mayor and Council to use of town streets, barricades, temporary no parking signage, and services of Town personnel.

BACKGROUND/ALTERNATIVES: The applicant, Grand Dynamics, Inc, is requesting Council permission to host a special event, Ultimate Towners: Jackson Hole's Town Obstacle Course Race. The proposed event will begin and end in Phil Baux Park on May 19th, 2019 from approximately 7 AM to 7 PM.

The applicant requests the following from the Town:

- That Mayor make an opening speech at 11:00 AM
- A noise permit
- Access to electricity at the park and utility locates
- Use of Town barricades and cones at town parks from 6 AM to 7 PM on event day.
- The applicant will be submitting a sign permit application for separate Council approval at a later date as soon as banner details can be finalized.

Set UP

Late Friday the 17th (staging of obstacles for Saturday set up) and Saturday, May 18th. Course obstacles will be set up at the local parks; Start and Finish Area with sponsor set up at Phil Baux Park, coordinate with TOJ for barricade distribution.

Sunday, May 19th

Coordination with the Town for traffic control (12:20pm - 2:20pm on event day)

Tear Down of Course at Parks

Tear down is completed on the day of the event from 4-9 PM. Final clean sweep of the entire course is done again at 7 AM on Monday to ensure all course signage and marking tape is removed, and barricades and cones are returned to the TOJ.

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P.O. Box 6761 Jackson, WY 83002

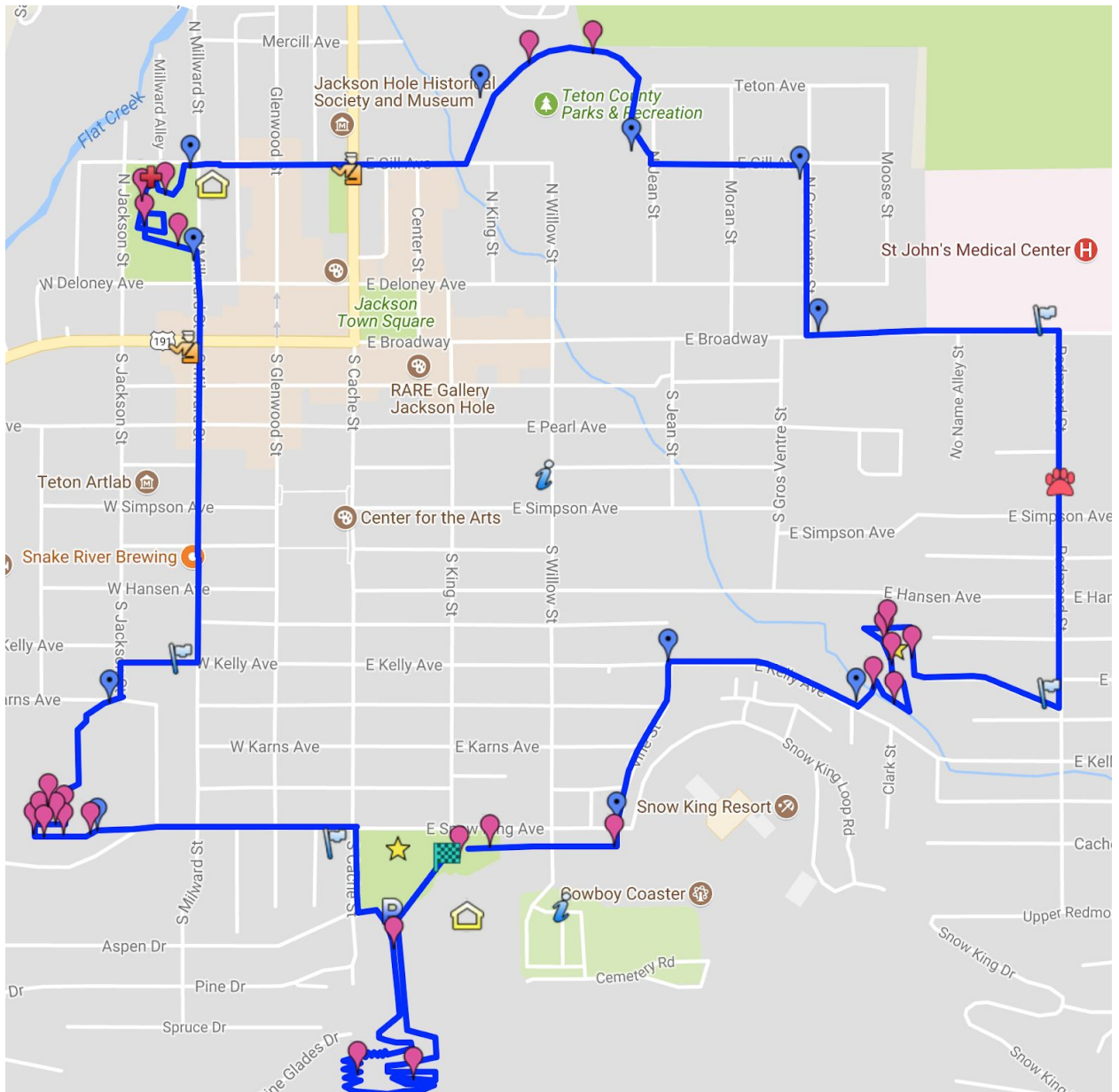
Phone: 307.733.1989

e-mail: info@granddynamics.com

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2019 Course Map (Some obstacle placement may be slightly adjusted)



Proposed Course Flow

- Snow King: Phil Baux Park: 11:00 AM: Mayor, Beneficiary and Sponsor Recognition, Course Briefing;
- 12:00 PM Ultimate Elevation Opening;

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- 12:15 Waves begin; travel up and down Snow King mountain, then down SK Ave to the Rodeo Grounds
- North past the Rodeo Grounds, crossing W Karns to E Kelly & Up S Millward
- Cross Broadway ** and continue to Miller Park
- Exit Miller Park on Gill, crossing Cache ** & continue to Rec Center Corridor
- Exit Rec Center Corridor, left on E Gill, right on Gros Ventre Left on Broadway
- Right on Redmond, right on Hall to Mike Yokel Park
- Exit Mike Yokel and travel Kelly to Vine to Snow King
- Phil Baux Park Final Obstacle and Finish Line Celebration
- Last racers on course until 3:00pm approximately

Event Description

Event Details can be found at the [Ultimate Towner Jackson Event Page](#)

Sample obstacle descriptions can be found at the [Ultimate Towner Obstacle Page](#)

Additional Event Logistics

Teton County Fairgrounds:

The Teton County Fairgrounds design has been confirmed and the Rodeo Grounds have been reserved

Teton County Parks and Recreation Department Collaboration:

Grand Dynamics will meet with Parks and Rec and reserve the parks once the permit is assigned. This should be very easy because of the advanced notice. The Teton County Recreation Department is very supportive of the concept and has been a pleasure to work with.

Insurance: Grand Dynamics International holds insurance with \$1,000,000/occurrence and \$2,000,000 aggregate and is acquiring the certificate for the Town of Jackson additional insured per the language in the application. We are also including Teton County per the Fairgrounds requirements.

Sponsoring Non-Profit:

Our sponsoring non-profit is going to be the Doug Coombs Foundation who will receive marketing benefits through our sponsor program as well as 5% of event revenue per registered participant through the Ultimate Towner.

Catering Permit: This is being provided by Lucca Truck catering for the sale of food at the event.

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Aid Stations: There will be an aid station with water will be available at every park on the course.

Safety: Grand Dynamics staff and volunteers will be positioned at each main course checkpoint/park to oversee the obstacle course and briefed on safety protocols prior to the event.

Snow King Start and Finish Line: The event will begin and at Phil Baux park and the goal is to have a festive, fun atmosphere for participants and spectators alike. There will be sponsors and vendors offering food and beverages. Please refer to the Phil Baux map outlining our planned event overview.

Portable Toilets: Port-o-potty units from Macy's will be offered at Phil Baux (2) and Miller Park (1) based on the expected volume of the event.

Snow King – Phil Baux Park: See Diagram for additional Information per the following:

Parking Lot: We request that the Phil Baux Parking Lot be closed to automobile traffic so that sponsors and vendors can have space to support the event. Event parking will be located at the south-east area of the Snow King Parking lot.

Electricity: We request electricity at the start and finish so that the band or DJ can have a power source to the park.

Trash and Recycling: Event will have additional trash and recycling receptacles to manage the trash at the events. This has never been a problem and we will ensure proper clean up.

Noise: We would like to have music upon arrival and at the after party following the event. Event music would begin at approximately 10 AM and end at approximately 5:00 PM.

Malt Beverage Permit or Catering Permit: permits forthcoming.

Town Pedestrian Barriers and Cones: We would like to utilize town barriers and cones to serve as course directional signs. These would be utilized in the parks and approximately **one**-hundred signs and/or cones. This is an estimate and we will work with whatever resources we can utilize through the park.

Thank You for your consideration and continued support of the Ultimate Tonwer!

REVITALIZE...ENERGIZE...SYNERGIZE

P.O. Box 6761 Jackson, WY 83002

Phone: 307.733.1989

e-mail: info@granddynamics.com

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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)



Date Application Received

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

APPLICANT INFORMATION

Name of Event: Ultimate Towner Obstacle Course

Name of Organization: Grand Dynamics International

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

Mailing Address: PO Box 6761

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application Tim Walther

Email Address: tim@granddynamics.com

Work Phone: 307-733-1989 Cell Phone: 307-690-4086

EVENT INFORMATION

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

Description & Purpose of Event (Attach additional sheets if necessary): Community Obstacle Course

See attached for additional information

Location of Event: Town Parks Alternative Location: _____

Date(s) of Event: May 19th, 2019 Event Operating Hours: 10 am to 5 pm

Event Set Up Begins Date: May 18th Time: 7 AM

Event Clean Up Ends Date: May 19th Time: 9 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 700 Total Event: 700

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): Jackson Hole Community Counseling Center

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: John Szymaniak Cell Phone: 805-769-7313

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Partial closure of the Snow King Parking Lot	May 19th	7 AM	5 PM
3 parking spaces on West side of Miller Park	May 17-20	2PM	10AM 5/20
2 parking spaces on E Hall @ Mike Yokel	May 17-20	2PM	10AM 5/20
3 parking spaces East lot of Phil Baux	May 17-20	2PM	10AM 5/20

(These spaces are used for staging prior to build-out and staff parking on event day)

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

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

If "Yes", how many parking spaces will be unavailable due to the event: 20 parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

<u>60</u> Large Street Barricades	<u> </u> "Road Closed" Street Signs
<u>20</u> Small Sidewalk Barricades	<u> </u> "Local Traffic Only" Street Signs
<u> </u> 28 Inch Street Cones	<u> </u> "Detour" Street Signs
<u> </u> Candlestick Cones	<u>2</u> 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: Broadway and Cache crossings per past events

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request: _____

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Electricity at Phil Baux Park for opening sound system

**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: 10 AM Finish Time: 5 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.

DJ at Phil Baux Park for opening event dance warm up and awards ceremony

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

To be submitted

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: 3 Number of ADA Accessible Portable Toilets: 0

If "No", please explain:

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: May 17 Time for Drop Off: 3 PM

Date for Pick Up: May 20 Time for Pick Up: 10 AM

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event: Vendor sales by Catering Truck (tbd)

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? 8

When will the trash receptacles be delivered? May 18th 3 PM

When will the trash receptacles be picked up and removed from site? May 19th 7 PM

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

We will remove any trash following the event. We have had minimal trash at past events.

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

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? 2

When will these recycling receptacles be delivered? May 18th 3 PM

When will recycling receptacles be picked up and removed from site? May 19th 7 PM

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

We will remove any recycling following the event.

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

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:

No significant changes

Special Event Application

TOWN IMPACT SURVEY

In an effort to better understand the impact of this special event on the local economy please answer the following questions:

500

Estimated total number of participants and/or spectators at the special event. If the event is reoccurring - taking place multiple days over the course of a season - please indicate the total estimated number from all events combined over the course of the season.

60%

Estimated percentage of Jackson resident participants and/or spectators at the special event.

20%

Estimated percentage of local area participants and/or spectators at the event. This would include participants and spectators from Victor, Alpine, Driggs and the other areas surrounding Jackson that would not require an overnight stay in Jackson.

20%

Estimated percentage of out-of-town participants and/or spectators at the special event.

If participants and/or spectators are traveling from out-of-town (including surrounding areas such as Victor, Driggs, Alpine, etc.,) are they coming to Jackson with the primary reason to participate in or watch this special event? Is this event a driving force in a visitor's decision to travel to Jackson?

☒ Yes

☐ No

The Town of Jackson will be sending a Post Event survey following your event to capture additional information. We would truly appreciate you filling a post survey out.

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

Initials: TW

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: TW

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: TW

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.

Initials: TW

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: TW

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

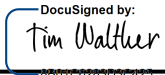
All fireworks displays must be approved by the Fire Chief prior to the event.

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:  _____ APPLICANT: Tim Walther
Signature Printed Name

DATE: January 29th, 2019 TITLE: President, Grand Dynamics



SIGN PERMIT (SGN) APPLICATION
Planning & Building Department
Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

For Office Use Only

Fees Paid _____	Date _____	Sign District:
Check # _____	Application # _____	Town Sq Sign District _____
Credit Card _____	Approved By _____	General Sign District _____
Cash _____	Public Works Review _____	Master Sign Plan _____
	Structural Review _____	

PROJECT.

Name/Business/Description: Ultimate Towner Obstacle Course
Physical Address: 375 South Willow Street Unit B Jackson WY 83002
Lot, Subdivision: _____ PIDN: _____

OWNER.

Name: Tim Walther Phone: 307-690-4086
Mailing Address: PO Box 6761 Jackson, WY ZIP: 83002
E-mail: tim@granddynamics.com

APPLICANT/AGENT.

Name, Agency: Grand Dynamics, Inc. Phone: 307-733-1989
Mailing Address: PO Box 6761 Jackson WY ZIP: 83002
E-mail: tim@granddynamics.com

DESIGNATED PRIMARY CONTACT.

Tim Owner Tim Applicant/Agent

GENERAL INFORMATION.

_____ Is this a multi-tenant building? Name of Building: Smiths, Albertsons, 4 Way, Teton Village Junction
_____ Number of Tenants.
_____ Length of building frontage in linear feet (1st frontage)
_____ Length of building frontage in linear feet (2nd frontage if applicable)
4 _____ How many signs are you planning to install/erect?
_____ Is the sign associated with a temporary use or grand opening event? Dates of Display (2 weeks max) : May 4-19

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.

Have you attached the following?

_____ **Application Fees.** See the currently adopted Fee Schedule in the Administrative Manual for more information.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

X _____ **Proposed Signs.** Please provide the information requested for each sign.

_____ **Required Drawings.** Please provide the following drawings as part of your application.

_____ A site plan, drawn to a recognized engineering scale, which depicts the property boundaries, building footprints, access and circulation, and the location of each proposed sign and any existing signs that will remain.

_____ Description of the dimensions, colors, materials and types of any existing signs that will remain.

_____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

_____ Installation specifications, and any structural details or specifications required for freestanding signs.

_____ Specifications for proposed lighting.

PROPOSED SIGNS. Please fill out the following information for each sign as applicable. If you are proposing more than two signs, you may provide this information on an additional sheet. Refer to **Section 5.6.1.C, Allowable Signage**, for an explanation of the sign requirements below.

	SIGN 1
Type:	<u>Banner</u>
Dimensions:	<u>4 Feet X 6 Feet</u>
Area (square feet):	<u>24 Square Feet</u>
Height:	<u>4 feet</u>
Clearance:	<u>Flat surface</u>
Setback property line:	_____
Sign color:	<u>Multi-color Pink/Black Primary</u>
Sign material	<u>Canvas</u>
Lighting proposed:	<u>None</u>

	SIGN 2
Type:	_____
Dimensions:	_____
Area (square feet):	_____
Height:	_____
Clearance:	_____
Setback property line:	_____
Sign color:	_____
Sign material	_____
Lighting proposed:	_____

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

Tim Walther

Signature of Owner or Authorized Applicant/Agent

Tim Walther

Name Printed

January 10th 2019

Date

President

Title

Teton County/Jackson Parks and Recreation Dept.
P.O. Box 811
Jackson, WY. 83001
(307)-733-5056 Administrative Office
(307)-739-9068 Fax

Reserved by: _____
(Administrative Staff)
Date: _____

(Revised 4/14)

Race Equipment Reservation Form

All race equipment reservations and rental are approved and coordinated by the administrative staff. Staff should check internally about equipment availability prior to making a reservation. Race clock rental requires recreation program manager approval.

Name: Tim Walther - Ultimate Towner Address: POB 6761 (83002) / 375 S Willow St 83001

City: Jackson State: WY Zip: 83002

Home Phone: 307-690-4086 Work Phone: Same Fax: _____

Dates of Use: Sunday May 19th, 2019 Pick up time of Day: (Fri or Sat) May 17/18th, Afternoon

<u>Equipment:</u>	<u>Quantity:</u>	<u>Rental Rate</u>	<u>Total</u>	<u>Deposit</u>	<u>Total</u>
Seiko watches	_____ (max. of 2 issued at one time)	\$ 25.00/ day	_____	\$ 400.00	_____
Race clock (flip #'s)	_____	\$ 40.00/ day	_____	\$1,000.00	_____
Race clock (digital)	<u>1</u>	\$ 50.00/ day	\$50	\$3,000.00	\$3000
Race signs	<u>10</u>	\$ 3.00/ day	\$30	\$ 15.00	\$300
Flagging	_____ (indicate number of flagging)	\$ 15.00/ day	_____	\$ 30.00	_____
Megaphone:	<u>2</u>	\$ 10.00 / day	\$20	\$ 100.00	\$200
Stopwatch:	_____ (small handheld only)	\$ 5.00 / day	_____	\$ 25.00	_____
Small Traffic Cones:	_____ Dozen	\$ 3.00 / day	_____	\$ 25.00	_____
Drink Coolers	<u>8</u>	\$ 5.00/ day	\$40	\$ 25.00	\$200
Finish/Start Banners	_____ (includes 4 banners/8 buckets)	\$ 25.00/ day	_____	\$ 300.00	_____

Total Charges

Rental Fees: \$ 140 Deposit: \$ 3700

Rental Fees

will provide once approved as
in prior years
Check #: _____ Cash: _____ Credit Card: _____ Exp. Date: _____

Deposit

will provide once approved
as in prior years
Check #: _____ Cash: _____ Credit Card: _____ Exp. Date: _____

Rental Agreement:

I hereby agree to return all equipment in good working condition. I agree to waive the deposit for the replacement or repair of any equipment damaged or not returned. I agree to be responsible for any damages to personal property incurred by the use of this equipment.

Signature: _____ DocuSigned by:
Tim Walther Date: 1/31/2019
8B01C6283D3C425...

For Office Use Only: Date Received: _____

Equipment Checked Out:

Check Out Date: _____ Condition: _____ Employee: _____

Equipment Return:

Return Date: _____ Condition: _____ All equipment returned: Yes No

Received By: _____



PARK, SPECIAL EVENT & PARK SHELTER USE REQUEST

Individual/Group/Organization Name (Applicant): Grand Dynamics / Ultimate Towner Obstacle Course

Billing Address: PO Box 6761 Jackson , WY 83002

Type of Organization (Check One):
☐ Association ☒ Corporation ☐ Family ☐ Business ☐ Unaffiliated Group ☐ Other _____

501 (c) (3) Non-Profit Organization: 2019 event is a benefit for Jackson Hole Community Counseling Center

Specific Facility Requested: Phil Baux Park & Shelter, Miller Park and Shelter on NE Corner @ Gill/Millward

Date of Use: Set up on Sat 5/18 - Event on 5/19/2019 Time of Use: 1/2 day on Saturday and all day Sunday

Specific Purpose/Activity (Description of Use): 8th Annual Ultimate Towner Community Obstacle Course (same as prior years)

Estimated Number of Participants/People Involved in the Activity: 350+

Please List Any Special Conditions: _____

Responsible Party Name: Tim Walther Title: President, Grand Dynamics

Mailing Address: POB 6761 Jackson, WY 83002

Phone (H): 307-733-1989 Phone (W): 307-690-4086 Email: tim@granddynamics.com

Additional Questions

Is a Town of Jackson or Teton County Special Event Permit required?
☒ Yes ☐ No If yes, has it been applied for? ☒ Yes ☐ No
Has it been received? ☐ Yes ☒ No (not yet but will be)

Parking Plan: Snow King parking lot and surface streets

Will you require erecting any type of structure, utilization of electrical or other utility service?
☒ Yes ☐ No If yes, please explain: Warming hut at Phil Baux and wooden obstacles at parks

Will you be placing of any form of equipment or vehicle on or within the facility?
☐ Yes ☒ No If yes, please describe in detail: _____

Will admission be charged? ☒ Yes ☐ No If yes, what is the charge: \$29 - \$89

Will any service, goods, food or beverages be sold or will any activity proposed for the facility involve the payment of money?
☒ Yes ☐ No If yes, please describe: F&B service provided by catering truck and brewery

Will alcoholic beverages be sold? ☒ Yes ☐ No If yes, please state the license under which sales occur: Melvin, Roadhouse or SRB
**Please note if the group is 75 or more, it is considered a Special Event, and the Applicant will be required to provide an additional porta-toilet is required.*
***For all groups, trash must be removed from the premises by the Applicant at the end of the rental.*
****Driving onto the grass or turf at any park is prohibited. By doing so, you will forfeit your entire deposit.*

Park Shelter Reservation Fees			Total
Non Profit Organization*	\$30 for 3 hours		_____
Commercial Organizations/For Profit*	\$50 for 3 hours		_____
Special Event Reservation Fees			
Non Profit Organization	\$75 for 3 hours or \$250 per day		_____
For Profit/Charging Admission/Vendor Sales	\$400 per day		_____
Weddings & Reunions			
Resident	\$250 per day		_____
Non – Resident	\$325 per day		_____
Additional Services/ Fees			
Lights	\$10 per hour		_____
Pre-Event Set Up	\$30 per hour		_____
Irrigation Locates	\$32 fee		_____
Irrigation Adjustments	\$32 fee		_____
Electrical Hook-ups	\$20 per day		_____
Mowing	\$42 per hour		_____
Special Event Deposit	\$200 per day	Deposit Due:	_____
			Total Due: _____

**Please note if the group is 75 or more, it will be considered a Special Event.*



PARK, SPECIAL EVENT & PARK SHELTER USE REQUEST

The UNDERSIGNED, having represented to the Teton County / Jackson Parks and Recreation Department that the foregoing is a true and correct statement of the intended use of the facility set for the above, hereby agrees for himself / herself and for the applicant entity or sponsoring agency to the following conditions for the issuance of a permit for the use of such facility:

- 1. Use: The use of the facility shall be on the date, at the times, and solely for the activities and purposes approved herein and for no other use or purpose whatsoever.
- 2. Deposit: If a deposit is required, it will be refunded after usage. The department reserves the right to keep any and all of the deposit to cover the cost of any cleaning, repairs, replacement, trash removal or other expense incurred by the Teton County / Jackson Parks and Recreation Department as a result of the applicant's failure to perform strictly under the terms of this agreement and to leave the facility in the condition in which it was found.
- 3. Compliance: Applicant agrees that any use made of the property or facilities referred to herein and any erection of structures, construction, moving of any equipment, vehicles, or the performance of any other work shall be accomplished in a manner approved by and satisfactory to Teton County / Jackson Parks and Recreation Department.
- 4. Observance of Laws and Standard of Care: Under this Agreement, the applicant shall comply with all applicable state, municipal, local laws, and park rules and regulations and shall observe a standard of care which avoid any injury to or inconvenience of the public or other users of the facility. Applicant shall assure that the use of the facility shall not constitute a nuisance or breach of the peace and understands that the undersigned Applicant shall be personally responsible and liable for any breach of this term.
- 5. Damage: The Applicant shall not alter, destroy, displace or damage the facility or any property located thereon, and shall promptly replace, return, repair and restore any such property to a condition satisfactory to the Teton County / Jackson Parks and Recreation Department in a clean and sanitary condition.
- 6. Indemnification: The applicant, for himself / herself and for any agency or other entity which he / she represents, expressly agrees to defend, indemnify and save harmless the Teton County / Jackson Parks and Recreation Department, its board members, directors and employees, and the public officials and employees of the Town of Jackson and the county of Teton, Wyoming from, and against any and all loss, damage, claim of liability whatsoever, including claims for negligent acts or omissions, arising from personal injury, death, or damage to property of the Applicant and the entity that he / she represents, from any or their employees or other persons directly or indirectly affiliated therewith, or from any the guests, invite or licensees of the Applicant due to the exercise of the privileges granted in the Agreement.
- 7. Insurance: Should the applicant be required to provide liability insurance, it shall cause the Teton County / Jackson Parks and Recreation Department to be a name insured thereunder.
- 8. Expenses: Any cost, expense or liability connected with or in any manner incident to the granting of the permit shall be borne by the Applicant and any entity that he / she represents, shall agree to pay all costs arising out of the breach thereof, including a reasonable attorney's fee, which may be incurred in the collection of any sums due.

Signed and agreed by: Tim Walther 1/31/2019
Applicant Date

CREDIT CARD DEPOSIT GUARANTEE

Agreement entered into effective the 9th day of January, 2019, by and between Teton County Parks & Recreation, Jackson, WY, 83001, hereinafter referred to as "Licensor", and Tim Walther, of Jackson, Wyoming, hereinafter referred to as "Licensee". I, Tim Walther, as the Licensee of the Teton County Parks & Shelters, hereby authorize the use of my credit card listed below as the guarantee for the cleaning/security deposit(s) in association with my use of the Teton County Parks & Shelters. These deposits shall be in the amount of \$.

(will pay by check as we did last year)

Credit Card (circle one): Visa MasterCard Discover AMEX
Card #: - - - - -
Expiration Date: CVN# Billing Address:

In guaranteeing my deposit in this manner, I agree to give Teton County permission to run this credit card in the event that the need arises to withhold this deposit, as outlined in my signed contract for the use of the Teton County Parks & Recreation.

Signed Date

FOR OFFICE USE ONLY: APPROVED BY: TITLE: Fee Charged: \$ Security Deposit: \$ Fee Paid: \$



TETON COUNTY FAIR GROUNDS FACILITY APPLICATION Use Form

TODAY'S DATE: 1/9/2019

Specific Facility to be utilized: ☐ HERITAGE ARENA ☒ RODEO ARENA ☐ FAIR BUILDING
☒ STAGING/PARKING LOT ☒ GRASSY ARENA

Individual/Group/Organization: 8th Annual Ultimate Towner Obstacle Course, Sunday May 19th

Specific Purpose/Activity (Description of Use): Obstacle course set up in rodeo arena and grassy field. Parking lot used for staging equipment prior to event Estimated number of people: 400 (50 people at a time)

Contact Person: Tim Walther Phone (M) 733-1989 (W) 690-4086

Billing Address: PO 6761 City: Jackson State: WY Zip: 83002

Email: tim@granddynamics.com @

List any special conditions, set up or equipment needed, erecting any structures or hanging items: Building several wooden wall obstacles, placing plastic culverts on dirt/grass, parking Gradall lifts for rope swing

DATE REQUESTED: Start Date Set up Friday/Saturday 5/17-18 **End Date** Breakdown/clean up completed Mon 5/20

Start Time Main Event 12:30pm(am/pm) **End Time** Main Event 2:00 pm (am/pm)

You must be covered by liability insurance for the activities proposed for the facility. You may purchase this insurance through the Teton County Fair Office. Do you wish to purchase liability insurance through the Teton County Fair Office?
YES () NO (X) **If yes please notify the Fair Office 10 days in advance. If no please attach a copy of certificate of Insurance naming Teton County and the Town of Jackson as additionally insured.**

Will you be conducting business? **If so, a business license is required from the Town of Jackson, 150 East Pearl, 733-3932 ext. 1154**
YES () NO (X)

Will an admission be charged?
YES (X) NO () **If so how much? \$29 - \$89**

Is a Special Events Permit from the Town of Jackson required (e.g. overnight camping, etc.)
YES (X) NO () **If so, a Special Event application must be submitted to the Town of Jackson 21 days in advance of the event, 150 East Pearl, 733-3932 ext. 1113.**

Will any service, goods, food or beverages be sold or will any activity proposed for the facility involve the payment of money?
YES () NO (X) **If yes, please describe: _____ If food will be sold, you must obtain a food permit from the Teton County Environmental Health Department.**

Will alcoholic beverages be sold, either separately or with price of admission to the event?
YES () NO (X) **If yes, you must obtain a malt beverage permit or liquor catering permit through the Town of Jackson. Please attach a copy of permit. Hire a Jackson Police Officer/Teton County Sheriff's Deputy/Security Service to provide security at your event. Please attach copy of confirmation that security has been hired. Purchase liquor liability insurance, in addition to the regular liability insurance. Please attach proof of insurance naming Teton County and Town of Jackson as additionally insured.**

Will there be any amplified music (live band, stereo or DJ) present at your event?
YES (X) NO () **There shall be no noise audible outside the Fair Building at any time. All music must cease at 9 p.m. Failure to abide by noise policy shall result in the loss of the \$500 deposit and the licensee will forfeit the right to rent the Fair building anytime in the future.** (If we're able to use the Rodeo Arena we'll use the sound system as we have in years past)

Will you require parking assistance at your event? Are you expecting a high volume of participants/attendees?

YES () NO(X) If **yes, parking assistance is required**. Arrangements can be made through the Teton County Fair Office for an additional fee. Failure to secure parking attendants shall result in the loss of the \$500 parking deposit.

Describe arrangements that have been made for sanitation, including not only trash removal and trash dumpsters, but also porta-toilets or other similar facilities that may be required (if application is for any type of agriculture event, please describe the arrangements for removal of manure.): We'll have trash cans set up at all water stations for Dixie cup disposal. We will also

do a thorough clean-up of all use areas after the event

The UNDERSIGNED, having represented to Teton County that the foregoing is a true and correct statement of the intended use of the facility set for the above, hereby agrees for himself/herself and for the applicant entity or sponsoring agency to the following conditions for the issuance of rental agreement of such facility as outlined above:

1. **USE:** The use of the facility shall be on the date, at the times, and solely for the activities and purposes approved herein and for no other use or purpose whatsoever.
2. **FEE:** Rental fees are charged based on specific uses for reserving facilities for commercial uses, non-profit groups and individual uses. Fees are listed on the attached form.
3. **DEPOSIT:** If a deposit is required, it will be refunded after usage. Teton County reserves the right to keep any and all of the deposit(s) to cover the cost of any cleaning, repairs, replacement, trash removal or other expense incurred by Teton County as a result of the applicant's failure to perform strictly under the terms of this agreement and to leave the facility in the condition in which it was found. **A credit card guarantee form must be attached.**
4. **CLEANING OF FACILITY/PREMISES:** The facility in use, including but not limited to the grandstands, restrooms, stock pens, roping chutes, and parking area shall be clean by NOON the next day, unless another event is scheduled the next day, in which case the facility would need to be cleaned before next event arrives. In the event of unsatisfactory conditions, Teton County reserves the right, but not the responsibility, of implementing the necessary clean up and all reasonable charges therefore shall be deducted from the Applicant's deposit.
5. **COMPLIANCE:** Applicant agrees that any use made of the property or facilities referred to herein and any erection of structures, construction, moving of any equipment, vehicles, or the performance of any other work shall be accomplished in a manner approved by and satisfactory to Teton County.
6. **OBSERVANCE OF LAWS AND STANDARD OF CARE:** Under this Agreement, the applicant shall comply with all applicable state, municipal, local laws and Teton County rules and regulations and shall observe a standard of care which avoid any injury to or inconvenience of the public or other users of the facility. Applicant shall assure that the use of the facility shall not constitute a nuisance or breach of the peace and understands that the undersigned Applicant shall be personally responsible and liable for any breach of this term.
7. **DAMAGE:** The Applicant is responsible for any destruction, displaces, damaged or altered facilities or any property located thereon, and shall promptly replace, return, repair and restore any such property to a condition satisfactory to Teton County in a clean and sanitary condition.
8. **INDEMNIFICATION:** The Applicant, for himself/herself and for any agency or other entity which he/she represents, expressly agrees to defend, indemnify and save harmless Teton County and Town of Jackson, it's Board Members, Officers, Officials, Employees and Volunteers against any and all loss, damage claims of liability whatsoever, including claims for negligent acts or omissions, arising from personal injury, death, or damage to the property of the Applicant and the entity that he/she represents, from any or their employees or other persons directly or indirectly affiliated herewith, or from any the guests, invite or licensees of the applicant due to the exercise of the privileges granted in the Agreement.
9. **INSURANCE:** An Insurance certificate that names Teton County and the Town of Jackson as additionally insured including its Board Members, Officers, Officials, Employees, and Volunteers and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the County & Town Attorney.
10. **EXPENSES:** Any cost, expense or liability connected with or in any manner incident to the granting of the permit shall be borne by the Applicant and any entity that he/she represents, shall agree to pay all costs arising out of the breach thereof, including a reasonable attorney's fee, which may be incurred in the collection of any sums due.

SIGNED AND AGREED BY: Tim Walther (Applicant) DATE: 1/31/2019

Approved by: _____
By: _____ Title: _____ Date: _____



CREDIT CARD DEPOSIT GUARANTEE

Agreement entered into effective the 9th day of January, 2019, by and between Teton County, P.O. Box 3075, Jackson, WY 83001, hereinafter referred to as "Licensor", and Tim Walther, of Grand Dynamics (Ultimate Towner), hereinafter referred to as "Licensee". I, Tim Walther, as the Licensee of the Teton County Fair Ground Facilities, hereby authorize the use of my credit card listed below as the guarantee for the cleaning/security and/or noise deposit(s) in association with my use of the Teton County Fair Ground Facilities. These deposits shall be in the amount of \$_____.

Credit Card (circle one) Visa MasterCard or Discover **Will provide upon approval** AS in Years past

Amount: \$_____

Card #: _____

Expiration Date: _____ CVN# _____

Zip code for credit card: _____

In guaranteeing my deposit in this manner, I agree to give Teton County permission to run this credit card in the event that the need arises to withhold this deposit, as outlined in my signed contract for the use of the Teton County Facilities and/or Equipment.

Signed

Date

RELEASE WAIVER OF LIABILITY

By entering, you agree to the following: "I/we release and hold harmless Teton County, Teton County Commissioners, Teton County Fair Board and Town of Jackson from any liability for damages or injuries sustained while on the premises of the Teton County Fair Grounds, by agents, representatives, employees or myself or any organization or association of any invites thereof. I/we accept liability for any damages or injuries caused due to negligence or from any cause arising during events."

DocuSigned by:
Tim Walther
8B01C6283D3C425...

1/31/2019

SignedDate

TETON COUNTY VEHICLES AND EQUIPMENT MAY ONLY BE USED BY THOSE COVERED UNDER TETON COUNTY INSURANCE.
There will be a \$100 key charge if key is not returned immediately after use.

FOR OFFICE USE ONLY:

Fee Charged: \$ _____

Cleaning/Security Deposit \$250.00 _____

Noise Deposit \$500.00 _____

Insurance: \$125.00 _____

Malt Beverage Permit ☐ Special Event Permit ☐ Food Permit ☐ Credit Card Guarantee form ☐

Parking Assistance ☐ *Contact JH Security for pricing* Insurance Contract ☐ *Attach copy*

Fee Paid: \$ _____

Event entered into on-line database? (☐) Date entered: _____

Key issued date _____ Walk-thru for cleaning done _____ (initial)

Key returned date _____ (\$100 key fine _____)

Receipt of payment attached (☐)

REVISED 6/4/2015



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING

PRESENTER: TYLER SINCLAIR

MEETING DATE: FEBRUARY 19, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Bras 4 a Cause

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary a banner to be located at 105 Buffalo Way, Albertsons and the Snow King Ball Field, during:

April 21, 2019 to May 12, 2019

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

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

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

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign for Bras 4 a Cause may be installed at 105 Buffalo Way, Albertsons and Snow King Ball Field during: April 21, 2019 to May 12, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with the Bras 4 a Cause subject to three (3) conditions of approval.

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



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

ph: (307) 733-0520 or
(307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: BRAS 4 a Cause Physical Address of Event: 25 N. CACHE ST
Description of Event: Live + Silent Auction benefiting St. John's Women's Healthcare Fund + Soroptimist of JH

EVENT SPONSOR/APPLICANT:

Name: Soroptimist of JH Phone: 310-989-4151
Mailing Address: PO BOX 2249 JACK WY ZIP: 83001
E-mail: ~~hannah@townofjackson.com~~ tawnyadenice@gmail.com Non-Profit: X For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>Albertsons</u>	Business/Description: <u>Cache / Snow King</u>
Physical Address: <u>105 Buffalo Wy</u>	Physical Address: <u> </u>
Dates of Display: <u>April 28 - May 12th</u>	Dates of Display: <u>April 28 - May 12th</u>
Consent from Owner Obtained? Yes <u>X</u> No <u> </u>	Consent from Owner Obtained? Yes <u> </u> No <u> </u> <u>Town of JAC</u>
Business/Description: <u> </u>	Business/Description: <u> </u>
Physical Address: <u> </u>	Physical Address: <u> </u>
Dates of Display: <u> </u>	Dates of Display: <u> </u>
Consent from Owner Obtained? Yes <u> </u> No <u> </u>	Consent from Owner Obtained? Yes <u> </u> No <u> </u>

SUBMITTAL REQUIREMENTS. Attach the following:

- ☒ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
- ☒ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Tawny Denice
Signature of Authorized Event Applicant

Tawny Denice
Applicant Name Printed

1-21-19
Date
Board Member, Soroptimist
Title

Zip ties



LIVE AND SILENT AUCTION

MILLION DOLLAR COWBOY BAR
DOORS OPEN AT 6:30PM

 JACKSON HOLE BRAS FOR A CAUSE



LIVE & SILENT AUCTION FUNDRAISER

~~MAY 18, 2018~~
11th 2019

EVENT DETAILS AT: [f](#) Jackson Hole Bras for a Cause



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: February 19, 2019

SUBJECT: Children's Museum Lease Extension

STATEMENT/PURPOSE

The Town Council approves any major leases or amendments to leases.

BACKGROUND/ALTERNATIVES

The current lease between the Jackson Hole Children's Museum (JHCM) and the Town of Jackson for the 174 N. King space with the Town expires on February 28, 2019. Because of the Town's housing project at 174 N. King, they have secured a transition space at the Jackson Elementary School. However, the annex building is not available to them until April 1. The Town Council approved a lease extension in November of 2018 that extended the lease through March 31, 2019. With the housing project at this site currently delayed, the Children's Museum is asking for an extension through June 30, 2019. They understand that construction may be occurring directly around the site and associated with the Cache Creek Tube project. They may be out earlier than this date, but this would allow them to not have to move locations twice. April Norton, Housing Director, indicated that the lease could be extended through June 30, 2019.

Staff had not yet executed the lease amendment through March 31, 2019 and so the title of 3rd Amendment is still valid for this lease agreement. Staff recommends the Council approve the 3rd Amendment to the lease agreement with the Jackson Hole Children's Museum which extends the lease to June 30, 2019 as presented and authorize the Mayor to execute the amendment.

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

1. Approve the 3rd Amendment to the lease agreement with the Jackson Hole Children's Museum which extends the lease to June 30, 2019 as presented and authorize the Mayor to execute the amendment.
2. Discuss the requested extension and continue action to a future Town Council meeting.
3. Take no action at this time.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

This issue relates to quality community service provision and coordination with independent service providers to assist with the level of service being provided by the Children's Museum in their continuity of operations.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the JHCM, the patrons of the JHCM, the Town of Jackson as the property owner, and the Housing Department as they are constructing the housing project at 174 N. King.

FISCAL IMPACT

There is no significant fiscal impact to this action to the Town of Jackson but it is likely a significant fiscal impact to JHCM should they no longer have a location for a month during their transition to a different space.

STAFF IMPACT

Staff impact is minimal and would involve obtaining the Mayor's signature and the JHCM signature and scanning and archiving the document for the Town's records.

LEGAL REVIEW

Complete. The Town Attorney approved the 2nd Amendment to the lease and the only change from that amendment to the 3rd amendment is the date.

ATTACHMENTS

JHCM Lease, 1st Amendment, 2nd Amendment, Draft 3rd Amendment.

RECOMMENDATION

Staff recommends the Council approve the 3rd Amendment to the lease agreement with the Jackson Hole Children's Museum which extends the lease to June 30, 2019 as presented and authorize the Mayor to execute the amendment.

SUGGESTED MOTION

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

I move to approve the 3rd Amendment to the lease agreement with the Jackson Hole Children's Museum which extends the lease to June 30, 2019 as presented and authorize the Mayor to execute the amendment.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into to be effective as of the 1st day of April, 2014, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, P. O. Box 1687, Jackson Wyoming 83001(hereinafter sometimes referred to as "Town" or "Landlord") and the Jackson Hole Children's Museum, a Wyoming nonprofit corporation, of P.O. Box 995, Jackson, WY 83001 ("Tenant").

WITNESSETH:

WHEREAS, the Town is the owner of that certain parcel of real property and improvements described generally as the 174 North King Street building ("Property"); and,

WHEREAS, the parties hereto desire to enter into a written Lease agreement providing terms, covenants and conditions for the use and occupancy of a portion of the Property by the Tenant; and,

WHEREAS, pursuant to W.S. § 15-1-103(a)(v), the Town may lease any estate owned by the Town.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings and benefits to the parties, herein set forth to be kept and performed by the parties hereto, the parties agree as follows:

1. **Leased Premises:** Landlord's Property is located at 174 North King Street and consists of a 5,000 square foot building which is to be used for public purposes. Tenant shall occupy approximately 2,000 square feet of the Property on the first floor of the building as illustrated in the construction documents, which does not include the garage on the first floor ("Leased Premises"). Tenant has use of the eastern half of the yard on the south side of the lawn.

Rent and Payment. Tenant shall occupy the Leased Premises and shall pay One Dollar per year (\$1.00) per year Rent payments shall begin on April 1, 2014, and on the first day of each month thereafter and shall be made payable to Landlord as above defined, and sent to the following address, until directed otherwise: P.O. Box 1687, Jackson, Wyoming 83001.

2. **Security Deposit.** Tenant shall, on or before April 1, 2014, deposit the sum of Five Thousand dollars (\$5,000.00). Said deposit will be held by Landlord, without liability for interest, as security for the faithful

performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease, any of the rent herein reserved shall be overdue or unpaid, or should Tenant fail to sufficiently maintain and keep clean the Leased Premises, or should equipment or furnishings on the Leased Premises be damaged or destroyed and the same not replaced by the Tenant as herein agreed, or any other sum payable to Tenant to Landlord hereunder shall be overdue or unpaid, then Landlord may, at the option of the Landlord (the Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sums.

In the event of failure of Tenant to keep and perform any of the terms, covenants, conditions of this Lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply said entire deposit or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by the Landlord due to such breach on the part of the Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable as hereinabove set forth, then Tenant shall, upon the written demand of the Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within fifteen (15) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, and keep the premises sufficiently clean, and repair or replace any damaged or destroyed furnishings or equipment, then said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon earlier termination of this Lease.

3. **Term of the Lease.** The Term of this Lease shall be for three (3) years, effective as of the first day of April, 2014 and terminating on March 31, 2017, unless sooner terminated or extended under the provisions contained herein. Tenant acknowledges and understands that there is no automatic renewal of this Lease, and if at termination of the initial term of this Lease Tenant desires to continue renting the Leased Premises, Landlord and Tenant shall enter into good faith negotiations to establish the term and base rent for such extended term. All other conditions of this Lease shall remain in full force and effect, unless modified as provided herein.
4. **Additional Rent.** Tenant shall pay Landlord as additional rent those charges with respect to common area expenses such as maintenance of the outdoor lawn and garden space and other expenses (herein

referred to as "Triple Net Provisions"). Any such charges shall be deemed to be rent and shall be payable in the manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

5. **Late Rent Charges.** In the event the monthly rent payments are not paid within ten (10) days of the due date, a late charge of 5% of the monthly base rent shall be paid by Tenant. Additionally, said late rent payment shall automatically accrue interest at an interest rate of eighteen percent (18%) from the due date, which accrual of interest shall continue until the rent payment, together with accrued interest is paid. Such interest shall begin to accrue automatically on all delinquent rent payments not paid within the ten (10) day grace period, and shall be payable on demand without further notice to Tenant.
6. **Use of the Leased Premises.** The use of the Leased Premises shall be restricted to use as a Children's Museum and activities that support the operation of a Children's Museum. Furthermore, the Leased Premises may be used jointly by the Teton County Law Library ("TCLL"), Local Access to Justice Board ("LAJB") and the Friends of the Teton County Library ("Friends"), as needed by such non-profit organizations pursuant to a separate Memorandum of Agreement ("MOU") between the Tenant and TCLL, LAJB and Friends, subject to approval by the Town.

The Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of the United States, State of Wyoming, Teton County and Town of Jackson. Tenant shall not use or keep any substance or material in or about the Leased Premises, which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of risk.

While the Leased Premises provides that Tenant may also use of the eastern half of the front yard, Tenant shall take measures to properly protect the turf should the yard be used for activities that support the operation of a Children's Museum. In addition, utility locates will be required should a tent be staked to protect the sprinkler system. Any damages to the sprinkler system or the turf are the sole responsibility of Tenant.

Additionally, the Town of Jackson agrees to allow the Friends to use the eastern half of the front yard for the semi-annual book sales. Friends may also request in writing to use the western half of the front yard, if necessary for the book sales, which shall be subject to approval by the Town. Tenant shall coordinate such use with the Town of Jackson and in consideration of the residential tenant living in the upstairs unit. In the event the front yard needs to be used, Tenant is required to contact the Town of Jackson at least three (3) weeks prior to the book sale for approval of such use. Friends shall take measures to properly protect the turf should the yard be used for such purposes. In addition, utility locates will be required should a tent be staked to protect the sprinkler system. Any damages to the sprinkler system or the turf are the responsibility of the Friends.

The sale or use of alcoholic and malt beverages is hereby authorized in the leased premises as licensed or permitted by the Town of Jackson, a Municipal Corporation and the local licensing authority, and the Wyoming Liquor Division for up to four non-profit fundraising events per year. The sale or use of alcoholic and malt beverages shall be restricted to beer and wine only, to times in which the Tenant is not operating under normal business hours not to exceed 10:00 P.M., and shall not conflict with agreed hours of use for TCLL, LAJB and the Friends pursuant to the MOU, or without prior written approval of TCLL, LAJB and/or the Friends in the event of a conflict. The Tenant shall provide notification at least three weeks prior to any event in which alcoholic and malt beverages are sold to both the Landlord and the residential tenant on the second floor of the property. Alcoholic and malt beverages shall be stored off of the leased premises at all times except during authorized events as permitted in this First Amendment to Lease Agreement in which alcoholic and malt beverages are being sold or used.

7. **Acceptance of the Leased Premises.** Tenant has inspected the Leased Premises and acknowledges, agrees and accepts that the Leased Premises are being leased "AS IS" as a result of such inspection and not as a result of any representation by the Landlord. Additionally, Tenant agrees to pay for all costs associated with its remodel and refurbishment of the Leased Premises for its use in accordance with its plan presented to the Town Council on February 14, 2011.
8. **Utilities.** Tenant shall pay for its proportionate use of utility services used by and in connection with the Leased Premises including garbage, water, sewer, electrical and gas, and will be billed according to its proportionate share. Telephone, cable, Internet service accounts will be maintained in Tenant's own name and Tenant shall be solely responsible for said accounts.

9. **Taxes.** To the extent any taxes are charged with respect to the Leased Premises and are not exempt from taxation under Wyoming Statutes, Lessee will be responsible to pay such taxes when due.
10. **Insurance.** The Tenant will provide and keep in force for the benefit of Tenant and Landlord, a comprehensive general liability insurance policy that includes a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000). The Tenant shall deposit with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including such policies referred to immediately above, shall provide that the same may not lapse or be cancelled without at least ten (10) days' prior notice to the Landlord.
11. **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain its proportionate share of the Leased Premises, (including without limitation, electrical, plumbing and mechanical systems) in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal or quasi-governmental authority.

Tenant shall permit Landlord, or its representatives, to inspect upon reasonable notice the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as is practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

12. **Alterations and Improvements.** Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises. The Tenant waives any claim for damages including loss of business resulting therefrom.

Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Landlord, and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain

upon and be surrendered with the Leased Premises at the termination of the Lease by lapse of time or otherwise.

Tenant shall work with the Town of Jackson to fully separate the upstairs employee housing unit from the portion of the building leased by the Jackson Hole Children's Museum. Alterations are expected to include: purchase of a stacker washer and dryer unit; moving the laundry facilities to the upstairs apartment; construction of a new access door; construction of a wall at the base of the stairs; construction of a new path from the garage to the new access door; and any other improvements as requested by the Town of Jackson to ensure access to the upstairs unit. Tenant acknowledges that the Town of Jackson has a budget of Ten Thousand Dollars (\$10,000) to put towards these renovations and that any renovations for the separation of the employee unit above and beyond the Ten Thousand Dollars (\$10,000) shall be the responsibility of the Jackson Hole Children's Museum.

- 13. Assignment, Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, in whole or in part, unless Tenant first obtains Landlord's written consent. Excepting TCLL, LAJB and Friends, Tenant shall not sublet the whole or permit the use of the whole or any part thereof by any subtenant, licensee, or concessionaire, unless Tenant first obtains Landlord's written consent, such consent not to be unreasonably withheld. In the event of any such assignment, subletting, licensing or granting of a concession, Tenant shall nevertheless remain liable for the performance of all the terms, conditions and covenants of this Lease, including, without limitation, the covenant to pay rent.
- 14. Signs.** Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises provided that same shall comply with governing laws, regulations, covenants and ordinances of the United States, State of Wyoming, County of Teton and Town of Jackson.
- 15. Tenant's Covenants.** Tenant covenants that it shall:

 - a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/ or its use of the Leased Premises.
 - b. Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.
 - c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures.

- d. Keep the Leased Premises orderly, clean, sanitary and free from dirt, rubbish, obstructions, objectionable odors and insects, vermin, pets, pests, or nuisances, and in a high condition of repair and safety.
- e. Do all things reasonably possible to prevent filing of any mechanics' liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien either by obtaining security or in any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law.
- f. Repay Landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this section, including Landlord's costs, expenses and reasonable attorney's fees incurred by Landlord in connection therewith.
- g. Permit no one other than employees, agents, servants, and business invitees to remain in or loiter upon the Leased Premises.
- h. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord. Tenant covenants that it shall not do or suffer to be done anything objectionable to the fire insurance companies, whereby fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay Landlord as additional rent any increase in insurance premiums.
- i. Tenant shall be responsible for maintaining and staffing a reception area as specified in the construction documents. Tenant shall keep the Leased Premises orderly, clean and accessible to guests.

- j. Tenant shall be responsible for maintaining all other space as outlined in the construction documents. Terms of the other uses of space by TCLL, LAJB and Friends as set forth before the Town Council on February 14, 2011 shall be agreed upon in the separate MOU between the Tenant and TCLL, LAJB and Friends, subject to approval by the Town.
 - k. Tenant shall have use of the basement for storage if the upstairs tenant's laundry facilities are relocated. Tenant shall keep the basement orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests, or nuisances.
- 16. Covenants of Quiet Enjoyment.** The Tenant understands and acknowledges that there is a residential tenant on the second floor of the Property, and further agrees and covenants that it shall not interfere with the residential Tenant's peaceful and quiet enjoyment of the Property.
- 17. Damage or Destruction to Leased Premises.** If the Leased premise shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's servants, employees, agents, visitors, licensees, invitees, or sub-tenants, and the Leased Premises are not thereby rendered untenable in whole or in part, Landlord shall, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Leased Premises rendered untenable. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable, Landlord shall cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises cannot be repaired within two (2) months from the date such damage occurs, Landlord and Tenant shall, at their option, have the right to declare the balance of the term of this Lease to be null and void. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence of Tenant or Tenant's servants, employees, agents, business invitees,

licensees or subtenants, there shall be not apportionment or abatement of rent during the term of this Lease.

- 18. Default by Tenant.** The Tenant agrees to observe and perform the conditions and covenants set forth in this Lease, and further understands and agrees that ten (10) days after the due date for the payment of rent the Tenant shall be considered to be in default of the Lease agreement and subject to eviction. Furthermore, if Tenant shall fail to observe or perform any of the other conditions or covenants and such other default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing prescribed rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.
- 19. Payments after Termination.** No payments of money by Tenant to Landlord after the termination of this Lease, in any manner of after giving of any notice by Landlord to Tenant shall reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.
- 20. Abandonment of Leased Premises.** If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to pay such deficiency.
- 21. Surrender.** Upon termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable and wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the

premises, including but not limited to carpeting, wall paneling and ceiling tiles, and excepting movable furniture and unattached movable trade fixtures. Tenant shall have the right to remove removable light fixtures installed by Tenant, provided that Tenant shall repair any damage to the Leased Premises caused by such removal. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

- 22. Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees related thereto) in connection with loss of life, personal injury or damage to property occurring in, on or about, or arising out of the Leased Premises or the occupancy or use of the Leased Premises by the Tenant or its sub-tenants, agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, employees or subtenants, etc.
- 23. Attorney's Fees.** In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
- 24. Trade Fixtures.** Trade fixtures installed by Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before the termination of this Lease by lapse of time or otherwise. Any damage caused to the Leased Premises that is the result of such removal shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to the termination shall become the property of Landlord.
- 25. Snow Removal and Smoking.** Tenant shall be responsible for all ice and snow removal at the Leased Premises including the steps and walkways on the Leased Premises. Smoking is strictly prohibited inside the Leased Premises.
- 26. General Provisions.**

 - a. Time is of the essence.
 - b. No waiver or any breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

- c. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing the laws of the State of Wyoming law. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this Lease and over the parties, and the venue shall be in the Ninth Judicial District, State of Wyoming.
- d. The headings used in this Lease are for convenience only and are not to be used in its construction.
- e. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.
- f. If there is more than one person comprising the Tenant, the covenants, agreements, undertakings and obligations hereunder shall be the joint and several obligations of all such persons.
- g. This Lease may be executed in multiple counterparts each of which shall be deemed to be an original.

- 27. **Entirety of Agreement.** This Lease represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 28. **Severability.** Should any portion of this Lease be judicially determined as illegal or unenforceable, the remainder this Lease shall continue in full force and effect, and neither party may renegotiate the terms affected in the severance.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the 1st day of April, 2014.

LANDLORD

By:
Its:


Mayor

Attest:

Hs: Town



TENANT

By:
Its:


Executive Director

1st Amendment to the Lease Agreement
Town of Jackson & Jackson Hole Children's Museum

The Town of Jackson & Jackson Hole Children's Museum entered into a Lease Agreement for the term of April 1, 2014 through March 31, 2017 for leased premises described as:

Landlord's Property is located at 174 North King Street and consists of a 5,000 square foot building which is to be used for public purposes. Tenant shall occupy approximately 2,000 square feet of the Property on the first floor of the building as illustrated in the construction documents, which does not include the garage on the first floor ("Leased Premises"). Tenant has use of the eastern half of the yard on the south side of the lawn.

On August 1, 2016, and at the request of Jackson Hole Children's Museum, the Town Council approved extending the termination date of this lease agreement for one year, from March 31, 2017 to March 31, 2018.

By this First Amendment, the Lease Agreement is hereby extended for an additional one (1) year, or until March 31, 2018. Any and all provisions of the original Lease Agreement remain in place.

Dated this 29 day of Sept., 2016.

TOWN OF JACKSON
LANDLORD

By: _____

Its: MAYOR SARA FLITNER

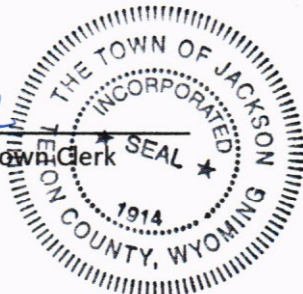
JACKSON HOLE CHILDREN'S MUSEUM
TENANT

By: _____

Its: _____

Attest:

Sandra P. Birdyshaw
Sandra P. Birdyshaw, Town Clerk



JACKSON HOLE CHILDREN'S MUSEUM
SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment is made and entered into to be effective as of the 28 day of August, 2017, to be and become a part of that Lease Agreement between the Town of Jackson, a Municipal Corporation of the state of Wyoming, (hereinafter sometimes referred to as "Town" or "Landlord") and the Jackson Hole Children's Museum, a Wyoming nonprofit corporation ("Tenant") made and entered into the 9th day of March, 2011 and the First Amendment thereto.

1. Section 3, Term of the Lease is hereby amended as follows:

The Term of this Lease shall be extended until February 28, 2019 at which time it shall be deemed terminated.

2. All of the rest and remainder of the terms in the Lease Agreement and the First Amendment thereto shall remain in full force and effect to the extent not inconsistent herewith.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the 28 day of August, 2017.

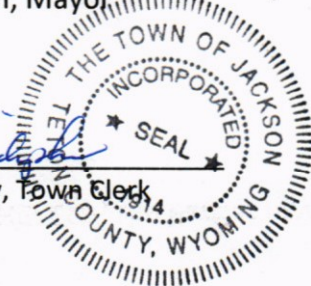
**TOWN OF JACKSON
LANDLORD**

By: _____

Pete Muldoon, Mayor

Attest: _____

Sandra P. Birdyshaw
Sandra P. Birdyshaw, Town Clerk



**JACKSON HOLE CHILDREN'S MUSEUM
TENANT**

By: _____

Its: _____

JACKSON HOLE CHILDREN'S MUSEUM
THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment is made and entered into to be effective as of the _____ day of _____, 2019, to be and become a part of that lease Agreement between the Town of Jackson, a Municipal Corporation of the state of Wyoming, (hereinafter sometimes referred to as "Town" or "Landlord") and the Jackson Hole Children's Museum, a Wyoming nonprofit corporation ("Tenant") made and entered into the 9th day of March 2011 and the First and Second Amendments thereto.

1. Section 3, Term of the Lease is hereby amended as follows:

The Term of this Lease shall be extended until June 30, 2019 at which time it shall be deemed terminated.

2. All of the rest and remainder of the terms in the Lease Agreement and the First and Second Amendments thereto shall remain in full force and effect to the extent not inconsistent herewith.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to be effective as of the _____ day of _____, 2019.

TOWN OF JACKSON
LANDLORD

JACKSON HOLE CHILDREN'S MUSEUM
TENANT

By: _____

Pete Muldoon, Mayor

By: _____

Its: _____

Attest:

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Johnny Ziem

MEETING DATE: February 19, 2019

SUBJECT: Request Council authorization for the Sewer Concrete Rehabilitation Project

STATEMENT/PURPOSE

The purpose of this item is to seek Town Council approval for the Sewer Concrete Rehabilitation project at the Wastewater Treatment Plant and is in our current approve FY2019 budget.

BACKGROUND/ALTERNATIVES

This project aims to repair, preserve and extend the life of the concrete vault which is nearing the end of its useful life. The concrete box's which has started to fail due to gases that are released from liquid sewage. The principle gas that causes concrete to fail is hydrogen sulfide and its creation within the Town's sewage systems is a natural phenomenon due to the nature of the liquid (sewage). The reason is because anaerobic layers on structural walls and pipes reacts with bacteria and moisture to release hydrogen sulfide gas. When this happens, hydrogen sulfide gas converts to sulfuric acid and over time, begins to weaken and deteriorate the concrete boxes.

This project will rehabilitate 1,800 square feet in three concrete structures at the Wastewater Treatment Plant. The project will repair all deteriorated concrete surfaces and coat the repaired surfaces with an epoxy lining system. The three concrete structures that will be rehabilitated are forty years old and have been weakened overtime from hydrogen sulfide gas.

COMPREHENSIVE PLAN ALIGNMENT

Common Value #1 – Ecosystem Stewardship:

- Principle 1.2: Preserve and Enhance Water and Air Quality
 - Policy 1.2.c: Monitor and maintain water quality

Common Value #2 – Quality of Life:

- Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery
 - Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population

STAKEHOLDER ANALYSIS

None taken.

FISCAL IMPACT

This project was approved in our current FY19 Budget, under Sewer Capital, for a budgeted amount of \$ 228,500.00. The nature of this repair is very specialized and unique for our industry and our location. Staff reached out to five certified applicators in the central and western parts of the United States who are approved and certified to make these repairs and install the specified 100% unique epoxy lining system. Of the five certified applicators contacted by staff, only three applicators choose to submit a bid. Below are the results:

- F.D. Thomas Inc (California): \$334,958.00
- A&W Maintenance (Missouri): \$219,741.00
- K.R. Swerdfeger Construction (Colorado): \$149,688.00

K.R. Swerdfeger was the apparent low bidder for this project. Their Bid Schedule results are outlined below:

WWTP Concrete Rehabilitation Project	
Budget	\$\$\$
Sewer Capital	\$228,500
Total Budget	\$228,500
Expenditure	\$\$\$
K.R. Swerdfeger Construction Inc Proposal	
Bonding	\$2,000
Insurance	\$150
Mobilization	\$15,000
Wararnty	\$10,000
Splitter Box Prep	\$4,375
Splitter Box Rebuild	\$3,570
Splitter Box Epoxy	\$25,000
Siphon Well Prep	\$5,404
Siphon Well Epoxy	\$30,880
Oatsy's Prep	\$2,779
Oatsy's Epoxy	\$15,880
Bypass Pumping	\$34,650
Total Cost:	\$149,688

STAFF IMPACT

Staff impact for this item will include project management and maintaining flow to the treatment plant. Staff will work with the contractor and sub-contractors to make sure the project is performed and installed to meet the specifications in the contract.

LEGAL REVIEW

Contract review is complete. The Town Attorney may also provide a final review of the contract prior to execution by the Mayor.

ATTACHMENTS

None.

RECOMMENDATION

Staff recommends the Town Council approve the Sewer Concrete Rehabilitation Project and award the contract to K.R. Swerdfeger Construction, Inc., in the amount of \$149,688.00 and upon approval authorize the Mayor to execute all necessary contract agreements.

SUGGESTED MOTION

I move that the Town Council approve the Sewer Concrete Rehabilitation Project and award the contract to K.R. Swerdfeger Construction, Inc. in the amount of \$149,688.00 and upon approval authorize the Mayor to execute all necessary contract agreements.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

MEETING DATE: February 19, 2019

SUBJECT: Request Council authorization to construct the 2019 Spring Road Marking and 2019 Spring Road Striping Projects (Bid 19-13 and 19-14)

STATEMENT/PURPOSE

The purpose of this item is to obtain Council Consent to construct the 2019 Spring Road Marking and 2019 Spring Road Striping Projects.

BACKGROUND/ALTERNATIVES

The Spring Road Marking and Striping projects have been in place for many years in an effort to provide new road marking and striping paint throughout town after the winter months. The work to be completed under these projects includes furnishing all labor, equipment, transportation, waste haul, testing services, materials, mobilization and traffic control necessary to reapply paint in various location throughout the town of Jackson. The scope of work comprises two projects: Marking includes repainting vehicle and bike lane symbols including turn arrows, bike symbols, sharrows, green bike boxes, crosswalks and stop bars; Striping includes repainting vehicle and bike lane striping and holding bars. Work will be completed between May 1 and June 28, 2019, weather permitting.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 23rd, 2019.

On February 11th, 2019 the Town received the following bids for the projects.

The 2019 Road Marking bids received were as follows:

American Striping Company, Englewood, CO	\$59,005.00
Idaho Traffic Safety, Idaho Falls, ID	\$59,772.00
Falls Striping, LLC, Idaho Falls, ID	\$62,680.00

The 2019 Road Striping bids received were as follows:

Idaho Traffic Safety, Idaho Falls, ID	\$24,891.22
American Striping Company, Englewood, CO	\$24,055.65

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

- Approve the contract of the 2019 Road Marking and 2019 Road Striping Projects
- Place the 2019 Road Marking and 2019 Road Striping Projects on hold by denying the contract

COMPREHENSIVE PLAN ALIGNMENT

Economic Stability: strategy - Create an inviting downtown environment and improve walkability, also effectively manage the Town's on street and off-street parking inventory.

The current Road Marking and Striping Projects are intended to provide the most cost-effective painting program. These projects are implemented to provide guidance, safety, and navigational information to drivers and pedestrians.

STAKEHOLDER ANALYSIS

None.

FISCAL IMPACT

Project Completion Cost Estimate

Construction Costs

2019 Road Marking	=	\$59,005.00
2019 Road Striping	=	<u>\$24,891.22</u>
TOTAL ESTIMATED PROJECT COST	=	\$83,896.22

The projects will be funded with the FY 2019 Annual Street Reconstruction budget.

STAFF IMPACT

Coordination and project management from Town Staff will be required. It is estimated that a maximum of 20 hours per week of Public Works staff time shall be required during the execution of the work.

LEGAL REVIEW

The Town Attorney shall provide a final approval of the construction contract prior to execution by the Mayor.

ATTACHMENTS

None

RECOMMENDATION

That the Town Council approves of the construction contracts for 2019 Spring Road Marking and 2019 Spring Road Striping Projects as presented.

SUGGESTED MOTION

I move to approve of the construction contract for the 2019 Spring Road Marking Project with American Striping Company of Englewood, Colorado in the amount of \$59,005, and the 2019 Spring Road Striping Project with Idaho Traffic Safety of Idaho Falls, Idaho in the amount of \$24,891.22 and upon legal approval authorize the mayor to execute all necessary contract agreements.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Brian Lenz, Town Engineer

MEETING DATE: February 19, 2019

SUBJECT: Request Council approval for the construction of the 2019 Spring Street Patching and Overlay Project.

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the construction of the 2019 Spring Street Patching and Overlay Project.

BACKGROUND/ALTERNATIVES

In 2018 the Town administered two separate projects for street patching and pavement overlay. This year the 2019 Spring Street Patching and Overlay project combines these two projects to minimize mobilization costs, staff time and better coordinate construction work.

Pavement overlay is a newer street maintenance program implemented to help restore full sections of road that have deteriorated but do not require utility work below grade and will address the areas of concern on the roads where deterioration has occurred that cannot be patched or chip sealed, and especially in higher traffic locations. The patching program has been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. With the recent implementation of the Chip Seal program, 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 a reduced budget cost.

Pavement overlay involves mechanical milling of the roadway surface to a depth of 2-inches for the width of the road, tacking of edges, patching with bituminous pavement laid down by a machine, and rolled with a vibratory/static roller. Pavement patching 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 4-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 2019 Spring Patching and Overlay Project will include milling and overlay paving of approximately 45,000 square feet of roadway between Cache St. and South Willow Street on East Pearl Ave and South King Street between East Broadway Avenue and East Pearl Avenue, and patching approximately 10,000 square feet throughout town. The project cost includes grinding/milling, traffic control, cleanup, stockpiling, and removal/disposal of ground bituminous pavement material. Weather permitting, the project is scheduled to be completed between April 15 and May 24, 2019.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 23, 2019.

The Town received construction Bids for the project on February 11, 2019. A total of three bids were received.

- | | |
|--|-------------------------------|
| 1. Evans Construction Company, Jackson, WY | \$178,290.00 |
| 2. C.M. Owen Construction, LLC, Victor, ID | \$174,554.00 |
| 3. Depatco, Inc., St. Anthony, ID | \$151,946.00 (non-responsive) |

Evans Construction Company of Jackson, WY was found to be the lowest responsive bidder when accounting for the Wyoming preference discount of five percent per Wyoming Statutes 1977, Section 16-6-101 and 16-6-102. The lowest bid was provided by Depatco, Inc of St. Anthony, ID; however, this bid was disqualified because a materially important addenda was not acknowledged by the bidder. Addendum number one was sent to all plan holders on February 7, 2019, four days prior to the bid date, and provided specifications for traffic control for the pavement overlay and patching phases of the work.

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

- Approve the contract of the 2019 Spring Street Patching and Overlay Project
- Place the 2019 Spring Street Patching and Overlay Project on hold by denying the contract

COMPREHENSIVE PLAN ALIGNMENT

Economic Stability: strategy - Create an inviting downtown environment and improve walkability, also effectively manage the Town's on street and off-street parking inventory.

The current Patching and Overlay project, the Crack Sealing, and Chip Sealing programs are intended to provide the most cost-effective roadway maintenance program with limited impacts to road closures during construction. As this program continues Public Works is expecting that all the town roadways will have better quality while reducing long term maintenance and costly reconstruction processes.

STAKEHOLDER ANALYSIS

None.

FISCAL IMPACT

The project will be funded with the FY 2019 Annual Street Reconstruction budget.

STAFF IMPACT

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 20 hours/week of Public Works staff time shall be required during construction.

LEGAL REVIEW

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

ATTACHMENTS

None.

RECOMMENDATION

That the Town Council approve of the construction contract with Evans Construction Company of Jackson, Wyoming in the amount of \$178,290.00.

SUGGESTED MOTION

I move to approve the construction contract with Evans Construction Company of Jackson, Wyoming in the amount of \$178,290.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: February 4¹⁹, 2019

SUBJECT: Application to Transfer the Ownership and Location of a Retail Liquor License from Tastebuds LLC to ShopCoo LLC

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Tastebuds LLC operated the LIFT restaurant which closed for business in October 2018. The property was sold and the owner (landlord) changed from Longitude Ventures LLC to NewJack LLC in November 2018. As the lessee, Tastebuds LLC obtained, and provided the Town Clerk, with a new lease from the new landlord containing the appropriate terms for a liquor license (length of lease and use of premises). The retail liquor license authorized at 645 S Cache has been non-operational since the LIFT closed. Tastebuds LLC has one year to become operational at this same location, to transfer the license to an operational location, or request a one-year time extension from the Council (W.S. 12-4-103(a)(iv)). They may also sell the license. Tastebuds LLC provided the required Letter of Assignment authorizing the transfer to ShopCoo LLC (in application packet).

ShopCoo LLC has held a restaurant liquor license at the Pearl Street Market location (40 West Pearl Avenue) since June 2016. This liquor license allows them to sell and serve alcoholic beverages from their dispensing room to customers seated in their dining area, or during the summer, outside in the adjacent area as designated by large planters.

This application would transfer the ownership of the retail liquor license from Tastebuds LLC to ShopCoo LLC, and move the authorized location of the license from 645 S Cache (LIFT) to 40 West Pearl Street (the Market). If the retail liquor license is transferred, ShopCoo LLC would designate an age-restricted area (JMC 6.30.010) at the front of their store containing alcoholic product for sale for off-premise consumption (see floor plan). They would continue to serve alcoholic beverages for on-premise consumption, including the outside designated area as weather permits. Also, ShopCoo LLC would immediately relinquish their restaurant liquor license, as one person cannot hold more than one liquor license within a jurisdiction.

This application has been distributed internally to the Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review. No concerns have been noted. The Wyoming Liquor Division has certified the application as complete.

Wyoming Statute §12-4-104 (b) provides guidelines on the issuance of a liquor license:

- (b) *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
 - (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*

- (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Contingency Planning.

As the current holder of the retail liquor license, Tastebuds LLC provided a renewal application for the upcoming license year 2019-2020, to be considered later at this meeting if this transferred is denied.

- If this transfer is approved, Tastebuds' renewal application will be withdrawn from the Renewal Chart.
- If this transfer is not approved, Tastebuds' renewal application will remain in the Renewal Chart.

As the transfer applicant for the retail liquor license, ShopCoo LLC provided a renewal application for the upcoming license year 2019-2020, to be considered separately, following this item if this transfer is approved.

- If this transfer is approved, ShopCoo's renewal application is the next item on the agenda.
- If this transfer is not approved, ShopCoo's renewal application will be withdrawn from the agenda.

License History.

- o This retail liquor license being considered today, was originally issued to Great Western Lodging, Inc. *dba* Jackson Tavern in October 2002 at 645 S. Cache in a non-operational status. (Wyoming Statute at that time allowed two years to become operational.)
- o In August 2004, Council approved a one-year time extension to become operational before October 2005, which they did.
- o In 2006, the *dba* name was changed to 43 North in 2004-05 and Council approved the addition of a rooftop dispensing room.
- o In March 2013, the ownership of the retail liquor license was transferred to Tastebuds, LLC *dba* Lift Jackson Hole (Longitude Ventures LLC remained the landlord).
- o In November 2018, Council denied an application to transfer ownership from Tastebuds LLC to Longitude Ventures LLC with a non-operational status.

For information only: ShopCoo LLC *dba* Pearl Street Market is not affiliated with the prior Pearl Street Meat & Fish Company that was operated by Pearl Street Meat & Fish, Inc. at 260 West Pearl.

The Council has several options available to them at this meeting, which may include:

1. Approve the transfer application with two conditions:
 - 1) Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments.
 - 2) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the transfer application and keep the license under Tastebuds LLC (new applications and transfer applications may not be appealed to District Court).
3. Do nothing / other.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to transfer licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority; Tastebuds LLC as the current liquor license holder; ShopCoo LLC as the prospective new license holder; and Police Department and Town staff as related to compliance with liquor laws and the residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of this application would return this liquor license to an active status, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Approval of this transfer application will result in the collection of a \$100 transfer fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes reviewing the application, following-up on missing information, providing application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a transfer is approved by Council, an approval card is provided to the State, a license certificate printed and mailed to licensee, and the application and documents are retained in the records retention system of the Town of Jackson.

LEGAL REVIEW

An applicant may NOT appeal an adverse decision by the licensing authority for the transfer of ownership or location of a liquor license. W.S. § 12-4-104(e); Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne, D.C. 95-CV-276-D, aff'd in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)).

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered "reasonable" is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is "reasonable" to restrict hours of operation but that it would be "unreasonable" to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has "been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits." These are very "ample powers" bestowed upon the Town for this purpose. Noble v. City Council of City of Cheyenne, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

Transfer Liquor License Application

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) are made, staff recommends approval of the transfer with two conditions.

1. Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

I move to approve the application to transfer the ownership and location of the retail liquor license held by Tastebuds LLC to ShopCoo LLC doing business as Pearl Street Market at 40 West Pearl Street for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met.

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

License Fees Annual Fee: \$ _____
mths _____ Prorated Fee: \$ _____
Transfer Fee: \$ 100.00
Publishing Fee: \$ 100.00

Local License # _____
Date filed with clerk: 1/28/19 5PM
Advertising Dates: (2 Weeks) 2/6 & 2/13
Hearing Date: 2 / 19 / 2019

License Term: 2 / 19 / 2019 through 3 / 31 / 2019
Month Day Year Month Day Year

Applicant: Shop Leo, LLC

Trade/Business Name (dba): Pearl Street Market

Building to be licensed/Building Address: 40 W. Pearl Ave
Number & Street

Jackson WY 83001 Teton
City State Zip County

Mailing Address: PO Box 7409
Number & Street Name or P.O. Box

Jackson WY 83001
City State Zip

Business Telephone Number: (307) 733-1300 Fax Number: ()

E-Mail Address: accounting@pearlstreetmarketj.h.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
S 100', LOTS 10-12, BLOCK 1, WORT-1 ZONING: DC Downtown Core

<u>FILING FOR</u> ☐ NEW LICENSE ☒ TRANSFER OF LOCATION	<u>FILING IN</u> (CHOOSE ONLY ONE) ☒ CITY OF: JACKSON ☐ COUNTY OF: _____	<u>FILING AS</u> (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☒ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
☒ TRANSFER OWNERSHIP FORMERLY HELD BY: <u>Tastebuds, LLC</u>		☒ ASSIGNMENT LETTER ATTACHED

<u>TYPE OF LICENSE OR PERMIT</u> (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE: ☐ ON-PREMISE ONLY (BAR)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
☐ OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	SPECIAL DESIGNATIONS: ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		

☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL / PART-TIME ☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation	Days of Week (e.g. Mon through Saturday)	Hours of Operation (e.g. 10am to 2am)
from _____ to _____	from <u>Monday</u> to <u>Sunday</u>	from <u>7am</u> to <u>9pm</u>

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) **OWN** the licensed building? ☐ YES (own)
- (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (A) Lease expiration date 4/30/25; located on page 4 paragraph 1.06 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 8 paragraph 1.08 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain:

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brandon Ryan				8	57	YES ☐ NO ☒	YES ☐ NO ☒
Michael Reid				8	29	YES ☐ NO ☒	YES ☐ NO ☒
John Ryan				8	14	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?

☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?

☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

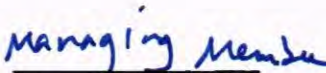
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

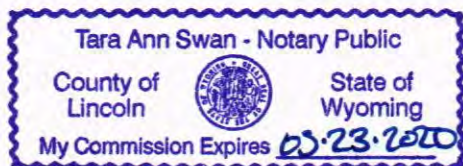
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 28th day of January, 2019 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	 (Printed Name)	 Title
2)	 (Signature)	 (Printed Name)	 Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title


Signature of Notary Public



(SEAL)

My commission expires: 05.23.2020

THOMAS PATRICK MAHIN
Box 1
Teton Village, WY 83025

January 25, 2019

Sandy Birdyshaw
Clerk Town of Jackson
150 East Pearl Avenue
Jackson, WY 83001

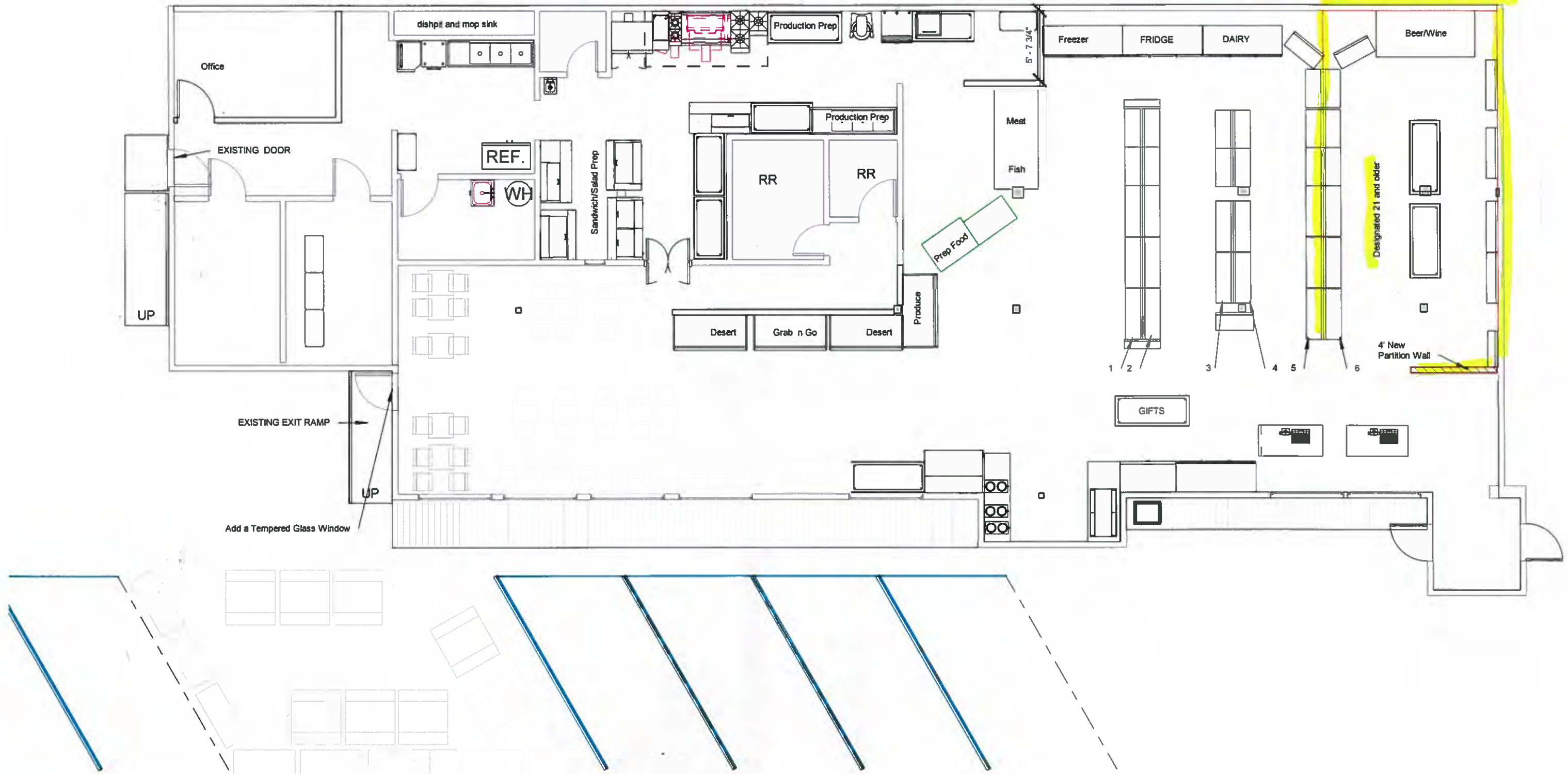
*Re: Approval of Assignment and Transfer of Retail Liquor License from
Tastebuds, LLC to ShopCoo, LLC*

Dear Ms. Birdyshaw,

Please be advised, that Tastebuds, LLC hereby consents to the assignment and transfer of the retail liquor license to ShopCoo, LLC effective as of February 20, 2019. Thank you for your attention to this matter.

BY: Thomas Patrick Mahin DATE: JANUARY, 27 - 2019
Thomas Patrick Mahin, Owner
Tastebuds, LLC, a Wyoming Limited
Liability Company

Age-Restricted Area for
Package Sales ↓





Square One Construction Services LLC

3510 North Lake Creek Drive
Wilson, WY 83014
P: 307.739.8339

www.squareonecs.com

Po Box 14270
Jackson, WY 83002

ShopCoo D.B.A. Pearl St. Market

40 West Pearl Ave. Jackson, WY 83001

No.	Description	Date

Floor Plan with Retail Liquor

Project number 229

Date 1/28/2019

Drawn by BPR

Approved by N/A

1

Scale 1/8" = 1'-0"

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND ADDENDUM AND AMENDMENT OF LEASE AGREEMENT

This Consent to Assignment of Lease Agreement and Addendum and Amendment of Lease Agreement (this "Amendment") is made and entered into to be effective as of the 1st day of June, 2015, by and between Old West Corporation, a Wyoming corporation ("Landlord"), and ShopCoo, LLC, a Wyoming Limited Liability company as the Successor Tenant ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the Landlord in that certain Lease Agreement made and entered into to be effective as of the 1st day of March, 2013 by and between Landlord and Pearl Street Meat and Fish Company, a Wyoming corporation as "Tenant" for the Lease of the Real Property described therein and commonly referred to as 40 West Pearl Avenue Jackson, Wyoming; and

WHEREAS, Pearl Street Meat and Fish Company has by separate instrument transferred and assigned all of its interest in and to the said Lease Agreement to ShopCoo, LLC, a Wyoming Limited Liability Company; and

WHEREAS, ShopCoo, LLC has agreed to assume all of Old West Corporations obligations as Tenant pursuant to the Lease Agreement and the First Amendment and Addendum to Lease Agreement made and entered into to be effective as of the 1st day of April, 2013, by and between Old West Corporation as "Landlord" and Pearl Street Meat and Fish Company as "Tenant"; and

WHEREAS, ShopCoo, LLC has requested certain amendments to the Lease Agreement and First Amendment and Addendum to Lease Agreement; and

WHEREAS, Landlord has agreed to approve certain amendments to the Lease Agreement and First Amendment to Lease Agreement as herein after set forth; and

WHEREAS, The Assignment and Assumption of the Lease Agreement and First Amendment and Addendum to Lease Agreement requires the written consent of Landlord and Landlord in consideration of payments to be made and other obligations

to be assumed by ShopCoo, LLC, has agreed to consent to the Assignment of the Lease Agreement and First Amendment and Addendum of Lease Agreement and to further amend the Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings, payments, and benefits to the parties the parties agree as follows:

- A) Landlord hereby consents to the assignment by Pearl Street Meat and Fish Company of all of its right title and interest in and to the Lease Agreement described above as modified by the First Amendment and Addendum to Lease Agreement described above.
- B) On or before the 1st day of June, 2015, ShopCoo, LLC shall pay to Landlord the sum of [REDACTED] [REDACTED] [REDACTED] [REDACTED]) representing rent unpaid by Tenant, pursuant to the requirements set forth in Section 1.3.03 of the First Amendment and Addendum to Lease for payment of "Additional Rent" in the amount of [REDACTED] [REDACTED] Dollars [REDACTED] per month, which sums were not paid by the Tenant for the months of November and December 2014 and January, February, March, April, and May of 2015. Payment by ShopCoo, LLC of this Additional Rent payment shall relieve Pearl Street Meat and Fish Company from any further obligation with regard to the shortage of monthly Additional Rent installments due.
- C) ShopCoo, LLC shall, on or before the 1st day of June 2015, pay to Landlord the sum of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] pursuant to the requirements set forth in Section 1.03.05 of the First Amendment And Addendum to Lease Agreement which obligation is secured by a Security Agreement and Financing Statement securing all of Pearl Street Meat and Fish Company's interest in furniture, fixtures, and equipment situated in the Leased Premises.
- D) Upon payment of the foregoing prescribed sum Landlord shall cause the release of the Security Agreement and shall file the Termination Statement in the locations where the Financing Statement is filed and upon such payment there shall be no further obligation of Pearl Street

Meat and Fish Company or ShopCoo, LCC as Tenant with regard to the foregoing prescribed equipment loan.

- E) On or before the 1st day of June, 2015 Landlord shall repay to Pearl Street Meat and Fish Company its Rent and security deposit of [REDACTED] [REDACTED] [REDACTED] and ShopCoo, LLC as the successor Tenant by assignment and assumption, shall deposit with Landlord the sum of [REDACTED] [REDACTED] [REDACTED] as Security Deposit in accordance with the Terms and Conditions of the Lease Agreement as Assigned, Assumed and Amended.
- F) Upon payment of the above sums, the Terms and Conditions of the First Amendment and Addendum to Lease Agreement dated to be effective as of the 1st day of April, 2013 will be fully satisfied, with the exception of portions thereof which are incorporated in the Amendments to this Lease Agreement. Accordingly, the said First Amendment and Addendum to Lease Agreement, upon execution hereof and payment of the sums set forth above, shall be of no further force or effect.
- G) Pearl Street Meat and Fish Company as "Tenant", having fully assigned and transferred all of its interest in this Lease Agreement to ShopCoo, LLC and ShopCoo, LLC having assumed all of Tenant's obligations, is no longer a party to this Lease Agreement, and ShopCoo, LLC shall now hereinafter be referred to as "Tenant".

It is further agreed that the Lease Agreement shall be and is hereby amended as follows:

1. There is hereby added to Section 1.01 of the Lease a new Section 1.01.02 to read as follows:

Section 1.01.02 Common Access Areas

1.01.02 Common access area: Landlord and Tenant each acknowledge and agree that, in addition to the Leased Premises, Tenant shall have the right to utilize that portion of Landlord's adjacent property as designated on Exhibit A, attached hereto and by this reference made a part hereof, which is crosshatched and designated as "Garbage and Trash Removal and Pick-up Access Area". Neither Tenant nor Landlord shall have

the sole exclusive use of this area and they shall be jointly responsible for the removal of snow and maintenance and cleanliness of this area.

Landlord and Tenant further each hereby acknowledge and agree that the western most 23 feet of Lot 10 of Block 1 of the Leasehold premises is a Common Use Area providing access to both the Antler Motel parking spaces situated on Lot 9 of Block 1 of the First Wort addition to the Town of Jackson and the Parking Areas situated on Lots 10, 11, and 12 of Block 1 of the Leasehold premises. This area may be used for access, deliveries, and delivery vehicle parking for short durations only, and shall not at anytime be used for long term parking "more than 20 minutes" of any vehicles or the storage of any equipment or material of any kind. It is the intent of both Parties that this Access Driveway, which is depicted on Exhibit A attached hereto, be left open for access and egress to the maximum degree reasonably possible.

2. Section 1.02, **Term of the Lease** is hereby amended to read as follows:

Section 1.02 Term Of Lease

The Term of the Lease shall be for a term of six (6) years and eleven (11) months, commencing of the 1st day of June, 2015 and terminating at Midnight on the 30th day of April, 2022.

3. There is hereby added to Section 1.02 of the Lease, a new Section 1.02.02 to read as follows:

Section 1.02.02 Option to Renew ✕

Provided that Tenant is not in default at the time hereinafter designated as the last day for exercise of this renewal option and shall not be in default on the date of Termination of the original term of this Lease, Tenant shall have the right and option to extend the term of the Lease for three (3) years from May 1st, 2022 through April 30th, 2025 at Midnight.

4. There is hereby added **Section 1.02.03 Exercise of Option**, to read as follows:

Section 1.02.03 Exercise of Option ✕

In the event Tenant determines that it will exercise the Option to Renew subject to determination of the Rental for the Renewal Term, to be determined in the manner

hereinafter set forth, then Tenant shall, not sooner than November 1st, 2021 and not later than February 1st, 2022, notify Landlord in writing of its intent to exercise its Right of Renewal, conditioned upon acceptance of the rental for the Renewal Term determined as hereinafter set forth.

5. **Section 1.03 Rent and Payment** is hereby amended as follows:

Section 1.03 Rent and Payment

Tenant hereby agrees and covenants to pay to Landlord the annual base rent of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]) for each year in which this Lease is in effect, hereinafter referred to as the "Base Rent," in equal monthly installments of [REDACTED] [REDACTED] [REDACTED] [REDACTED], payable on or before the first day of each month throughout the Term of this Lease as further described below, hereinafter referred to as the "Monthly Rent Installments."

Tenant shall pay Landlord as additional rent those charges in respect to Landlord's insurance costs and real property taxes as set forth in Sections 1.05 and 1.07 hereof. Any such charges and sums shall be deemed to be rent and shall be payable in the manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

(a) Rent Adjustments

Commencing with the first anniversary date of the Effective Date, and on each anniversary date thereafter, the Base Rent shall be adjusted upwards by the percentage increase in the Northwest Wyoming Cost of Living Index (WCLI), hereinafter referred to as the "Price Index."

The Price Index shall mean the average for "all items" shown on the WCLI as promulgated by the State of Wyoming Department of Administration and Information Economic Analysis Division, or a successor or substitute index appropriately adjusted.

The Base Rent shall be increased each year by an amount determined by multiplying the Base Rent for the current year times the percentage increase in the Price Index from April 1 through March 30 of the previous twelve (12) months and the amount determined shall be added to the Base Rent and shall become the new Base Rent commencing June 1st of that current year. Provided

however that in no event shall any adjustment of the Price Index result in an increase of less than 2% or more than 8% per annum.

If at any time the Price Index is no longer published or is substantially changed so that in the opinion of the Landlord it does not accurately reflect the relative changes in the purchasing power of the Base Rent, the parties shall select another index which most accurately carries out the intent hereof.

(b) Payment Terms

All payments described herein shall be tendered in lawful United States money, without any set-off or deduction whatsoever, made payable to The Old West Corporation, and delivered to Clarene and Creed Law, at PO Box 575, Jackson, Wyoming 83001, or at such other place as Landlord may designate from time to time.

(c) Additional Payments

Tenant shall also pay without notice, and without abatement, deduction or setoff, except as may otherwise be required by this Lease, as additional rent, all sums, taxes, assessments, costs, expenses and other payments which the Tenant assumes or agrees to pay, and in the event of any non-payment thereof, the Landlord shall have all rights and remedies provided herein, in addition to all other rights and remedies provided by law in the case of non-payment of rent.

(d) Late Payment Charges

Tenant hereby acknowledges that late payments by Tenant to Landlord of rent or any other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs, include, but are not necessarily limited to, processing and accounting charges, legal fees and late charges which may be imposed on Landlord by the terms of any loan documents relating to loans of the Landlord, or other commitments to which the Landlord is a party. Accordingly, if any Monthly Rent Installment or any other sum due from Tenant shall not be received by Landlord or its designee within ten (10) days after such amount was due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such overdue amount compounded daily, without notice being required by Landlord. The parties hereto agree that such late charge represents a fair and reasonable estimation of the costs that Landlord will incur by reason of Tenant's late payment. Acceptance of such late charge together with the underlying overdue payment shall in no event constitute a waiver of Tenant's default with respect to

such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(e) Rent for the Three Year Renewal Term

The Base Rent for the Renewal Term shall be determined by Landlord by obtaining a Rent Appraisal establishing the rental value of comparable space in the neighborhood of the Leasehold premises. The Rental Appraisal shall be conducted by a Wyoming licensed real estate appraiser. Landlord shall cause the appraisal to be completed no later than ninety (90) days prior to the original Termination date of the Lease and shall inform Tenant of the new Appraised Rental Value not less than said ninety (90) days prior to the original Termination date of this Lease. Tenant shall then have thirty (30) days to notify Landlord that it accepts the Rent Appraisal or rejects the Rent Appraisal. In the event Tenant rejects the Rent Appraisal as not representing the fair rental value of the leasehold premises then Tenant may, at Tenants expense, cause a Rental Appraisal to be completed by a Wyoming licensed real estate appraiser, doing regular real estate appraisals in Teton County, Wyoming. In the event Tenant's Rental Appraisal is within ten (10) percent of the Rental Appraisal conducted on Landlord's behalf, then the rent shall be the average of the two appraisals, and each Party shall pay for their own appraisal. In the event that the difference between the two appraisals is greater than ten (10) percent, then either Landlord or Tenant may require that the two appraisers selected, select a third Wyoming licensed real estate appraiser who shall conduct an appraisal of the fair rental value of the Leasehold premises. Upon receipt of the third appraisal, the two appraisals that are closest to each other in value shall be averaged together to determine the Rental Value of the Lease hold premises and the third appraisal shall be disregarded. The Parties shall in that event be equally responsible for the cost of all three appraisals.

6. Section 1.04 is hereby amended to reduce the Deposit amount required from [REDACTED] to [REDACTED]. All of the remainder of the Terms and Conditions of Section 1.04 shall remain unchanged and in full force and effect.

7. There is hereby added to Section 1.03, a new Section 1.03.02 to read as follows:

Section 1.03.02 Additional Rent

In addition to the Monthly Rental Installments, during the initial Term and any renewal Term of the Lease Agreement Tenant shall pay Additional rent for building

improvements, originally agreed to be paid by Tenant, in the amount of [REDACTED] [REDACTED] per month. This "Additional Building Improvement Rent" or "Additional Rent" shall be due and payable on the 1st day of each month of the term of the Lease commencing June 1, 2015 and all provisions with regard to payment of Monthly Rental Installments shall also apply to these monthly Additional Building Improvement Rent Installments with the exception of the provisions allowing for adjustment of the Monthly Rental Installments, as provided in Section 1.03 (a) which shall not apply to Additional Rent Installments.

8. **Section 1.08 Opening Date; Use of the Lease Premises** is hereby amended as follows:

Section 1.08 Use of the Lease Premises

The use of the Lease Premises shall be restricted to a food market, and deli specializing in high end prepared foods together with related restaurant components and services agreeable to Landlord, the sale and consumption of alcoholic beverages in accordance with applicable licensing operating laws rules and regulations and outdoor events that do not unreasonably interfere with activities on adjacent properties of the Landlord, and as are approved in advance in writing by the Landlord, which approval will not be unreasonably withheld. ✓

Throughout the Term, Tenant agrees to provide reasonable breakfast service to its customers that is reasonably agreeable to Landlord.

Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of the United States, the State of Wyoming, Teton County and the Town of Jackson. Tenant shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. Tenant agrees at its sole expense to comply with and conform to all of the requirements of all governmental authorities having jurisdiction over the Leased Premises and the Tenant's business during the Term of this Lease.

9. **Section 1.14** is hereby amended to read as follows:

Section 1.14 Alterations Made By Landlord; Alterations Made by Tenant

Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises. Tenant hereby waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

Tenant shall not make any alterations to the Leased Premises without the Landlord's prior written consent. Prior to any work, Tenant shall inform Landlord of the work to be completed and provide to Landlord two copies of the plans related thereto for Landlord's advanced approval in writing. The plans shall be accompanied by two copies of a cost estimate prepared by the contractor or the architect setting forth the total estimated cost of the improvement project. Both copies of the approved plans and the cost estimate shall be signed by Landlord and Tenant so that each party may retain a signed copy of each. Prior to commencement of construction and prior to the Landlord's written approval of the plans and consent to commencement of construction Tenant shall provide Landlord proof satisfactory to Landlord of the establishment of a funded construction account at a bank with a local office sufficient to pay the entire estimated cost of construction for the purpose of preventing mechanic's liens.

All additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

10. **Section 1.17 Trade Fixtures** is amended to read as follows:

All heating, lighting, electrical, and plumbing fixtures installed by either Tenant or Landlord in the Leased Premises shall become or remain the property of Landlord and shall not be removable at anytime by Tenant on or before the termination of this Lease, by lapse of time, or otherwise. Tenant may remove its furniture, fixtures, and equipment, at anytime, provided that if it is affixed or attached in any manner to the floor, ceiling, or walls of the Leased Premises, Tenant shall be responsible for repairing any and all damages caused to the Leased Premises that is the result of such removal. In addition to the forgoing, Tenant shall have the right to remove the two walk-in refrigeration units and compressors provided, again, that Tenant shall repair all

damage to the Leased Premises and shall leave the area from which such walk-in coolers are removed, in a finished rentable condition of repair.

11. Section 1.31 is hereby amended to read as follows:

Section 1.31 Notices

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

Tenant:	ShopCoo, LLC PO Box 14270 Jackson, Wyoming 83002
Landlord:	The Old West Corporation PO Box 575 Jackson, Wyoming 83001

12. All of the rest and remainder of the Terms and Conditions of the Lease Agreement that are not deleted or amended by this Consent and Amendment of Lease shall remain unchanged and in full force and effect

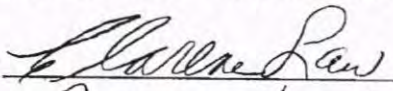
IN WITNESS WHEREOF, Landlord and Tenant have executed this Consent to Assignment and Assumption of Lease Agreement and Addendum Amendment of Lease Agreement to be effective as of the Effective Date set forth above.

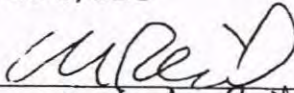
LANDLORD:

TENANT:

THE OLD WEST CORPORATION

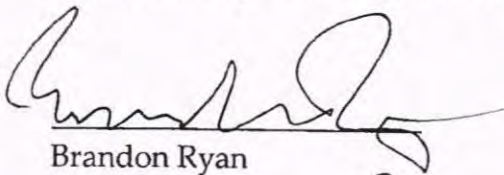
SHOPCOO, LLC

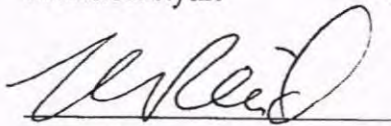
By: 
Name: Clarence Law
Title: Pres.

By: 
Name: Michael Reid
Title: Managing Member

PERSONAL GUARANTY

The undersigned, Brandon Ryan, Mike Reid, and John Ryan, jointly and severally agree that they shall be personally liable and responsible for, and they personally guarantee the performance of, all of the obligations of the Tenant pursuant to the Lease Agreement between The Old West Corporation, a Wyoming corporation ("Landlord") and Pearl Street Meat & Fish Company, a Wyoming corporation ("Tenant"), which Lease Agreement has been assigned to ShopCoo, LLC, a Wyoming Limited Liability Company and the Assignment and Assumption of the Lease has been consented to by Old West Corporation, which assigned Lease Agreement is effective as of June 1, 2015.


Brandon Ryan


Mike Reid

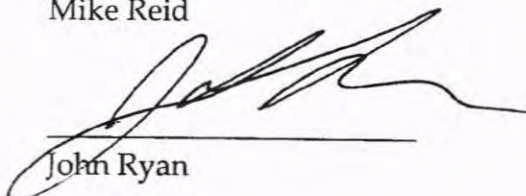
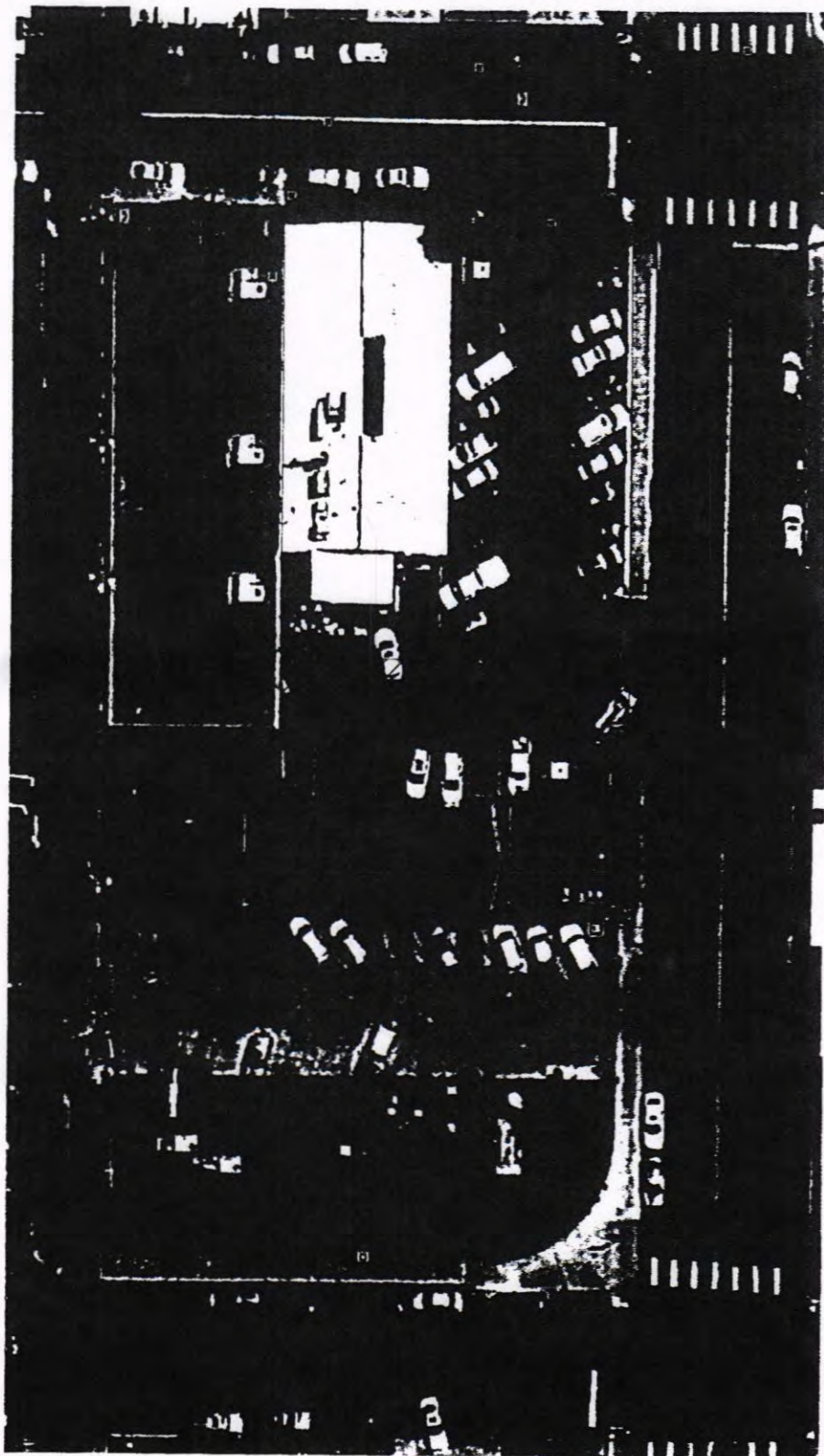

John Ryan

EXHIBIT A



1 SITE PLAN
1" = 30'-0"

1 Square One Construction
Services LLC

3510 North Lake Creek Drive
Wilson, WV 26014
P: 307.750.8338
www.squareoneva.com
P: 307.750.7545

ShopCoo

Pearl St. Market (Law Property)

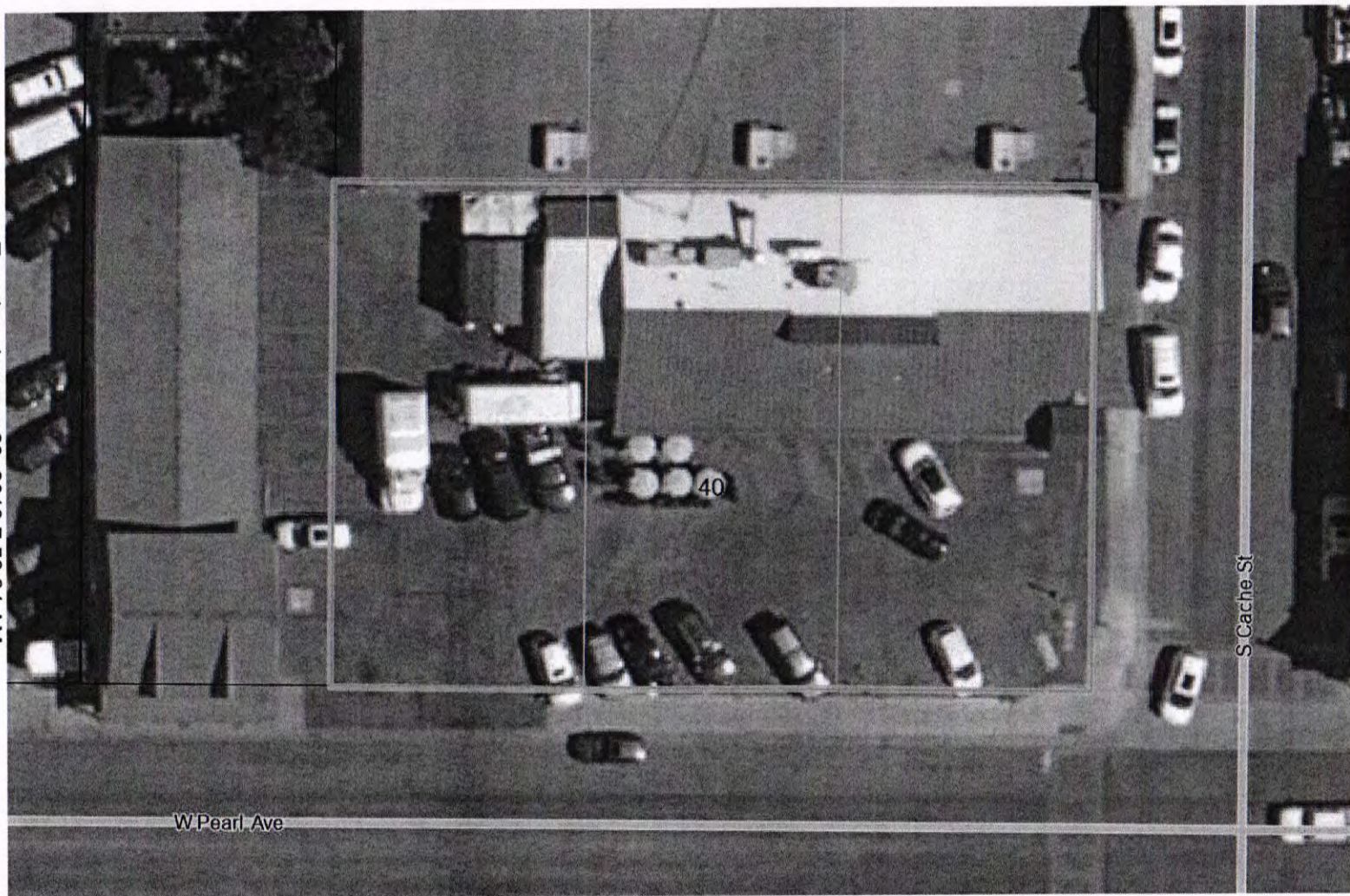
No.	Description	Date

Site Plan-Pearl Street Market

Project number 229
Date 03-15-2015
Drawn by Author
Approved by Checker
Scale 1" = 30'-0"

SP1.1

Tuesday, January 29, 2019 7:58:34 AM -



Copy to Clipboard

Different map view ▼

• Aerial Photography Date: June 8, 2017

1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-1-01-009
- [Clerk's Land Records](#)
- Account Num: R0005262 [Property Detail](#)
- Tax ID: 03-002334 [Property Taxes](#)
- Map Number: 00107 [Scanned Map](#)
- Lot: 10
- Owner: OLD WEST CORP. (THE)
- MailAddr: P.O. BOX 575
- MailAddr: JACKSON, WY 83001
- StAddr: 40 W PEARL AVENUE
- Deed: 0013 CONV 00220
- Location: S 100' LOT 10-12, BLK. 1, WORT-1
- TaxClass: Commercial
- Acreage: 0.34

N: 43.47883°, W: 110.76262°
NAD83 UTM Zone 12 X: 519197, Y: 4814018
Wyoming West NAD83 USft N: 1414273,
E: 2444370

GIS - 40 W Pearl Avenue

January 28, 2019

Shopcoo, LLC
40 W Pearl Ave
Jackson, WY, 83001

Dear To whom it may concern :

This letter is to indicate that the Customer named above has the following deposit accounts with Wells Fargo Bank, N.A.

Account Number (Last 4-digits)	Date Opened	Current Balance*
██████	05/15/2015	██████

*The Current Balance provided above is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof.

Important Disclosures

The recipient of this information hereby acknowledges that Wells Fargo ("we", "us") does not represent or warrant that the information provided herein is complete or accurate, and any errors or omissions in the information shall not be a basis for a claim against us. This information may not disclose the entire relationship the Customer maintains with us.

This information is subject to change at any time without notice. We are not obligated to notify the recipient of any change in this information, or if any deposit account relationship referenced herein is, or is in the process of being, modified, terminated, or cancelled, unless we are required to do so by law or under the terms of the applicable deposit account agreement.

This letter does not constitute a guaranty of future balances or credit support of any nature, nor do we accept any duty, responsibility, liability or obligation that may arise from providing this letter, including any reliance upon the information or for any loss or damage that may result.

If you have any questions, please contact me at: **(000) 000-0000**

A representative will be happy to assist you, as follows:

Monday - Thursday:	Open	9:00 AM	Close	5:00 PM	Mountain Time
Friday:	Open	9:00 AM	Close	5:00 PM	Mountain Time
Saturday:	Open	0:00 AM	Close	0:00 PM	Mountain Time

Thank you. We appreciate your business.

Sincerely,

Leandra Cisneros
Branch Manager



STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **ShopCoo, LLC**

Filing ID **2015-000686055**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

05/01/2015 7:32 AM

1/29

Principal Address

P.O. Box 7409

Jackson, WY 83002

Mailing Address

P.O. Box 7409

Jackson, WY 83002

Registered Agent Address

Michael Reid

4015 N Lake Creek Dr

Wilson, WY 83014

Parties

Type **Name / Organization / Address**

Organizer **LegalZoom.com, Inc.**

Notes

Date **Recorded By** **Note**

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

2018 Liquor License
Renewal Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Michael Gibbons Reid
First Name Full Middle Name Last Name

[Redacted]

Date of Birth

Social Security Number

Driver License: State / Number

☒ Male or Female
Circle one

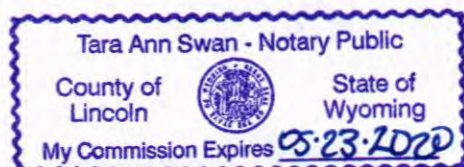
1/28/19
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 28th day of January, 2019.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: February 4, 2019

SUBJECT: **ShopCoo LLC Renewal Application for a Retail Liquor License** (pending prior approval of the transfer application, listed before this item)

If the ShopCoo LLC transfer application was denied. Please withdraw this item.
If the ShopCoo LLC transfer application was approved. Please consider this renewal.

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson and is required to make findings in order to deny renewal. The statutory findings relate to negative impacts to a neighborhood, purpose of the title, sufficiency in number of licenses already in existence in a neighborhood, the desires of the community, and negative impacts on governmental standards or restrictions. The Jackson Municipal Code findings relate to violations of state and local liquor laws, compliance failures, occupancy concerns, a pattern of illegal acts, failure to educate on prevention of sales to minors, and failure to comply with the approved plan of operations.

As noticed, pursuant to Wyoming Statute 12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance, renewal or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Town Council will then hear the information to be presented by staff and is then able to act on the renewals of these licenses.

BACKGROUND/ALTERNATIVES

If this item is being heard, the Town Council approved the application to transfer the ownership of a retail liquor license from Tastebuds LLC to ShopCoo LLC, and to move the authorized location from 645 S Cache to 40 West Pearl Avenue.

As that approval transferred the license through the end of the current liquor license year, March 31, 2019, ShopCoo LLC provided this renewal application to get the license on the same cycle as the other liquor licenses within the Town's jurisdiction.

Since ShopCoo LLC has held a restaurant liquor license since 2016, they were already included in staff and Police Department reviews, with no concerns noted. The application has been certified complete by the Wyoming Liquor Division.

Grounds for Nonrenewal. Both the State Statutes and Jackson Municipal Code provide the Town Council with grounds for not renewing a liquor license and are listed below.

I. Wyoming Statute §12-4-104(b) provides findings for nonrenewal.

(b) ... A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

- (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

II. Jackson Municipal Code 6.60 provides additional findings for nonrenewal:

6.60.010 A. *A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.*

6.60.010 C. *The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*

1. *Failure of the license holder to comply with any provisions of this chapter;*
2. *Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;*
3. *Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;*
4. *A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;*
5. *Conviction of any nonprocedural violation of state or local liquor laws.*
6. *Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.*
7. *Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;*
 - a. *On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS ... training within thirty (30) days of failing the compliance check.*
 - b. *On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS ... training within forty-five (45) days of failing the compliance check.*
8. *Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.*

The Council has several options available to them at this meeting, which may include:

1. Approve the ShopCoo LLC renewal application with one condition:
 - 1) Any additional minor corrections deemed necessary by staff and/or the Wyoming Liquor Division.
2. Deny the renewal application (may be appealed to District Court). The license would expire 3/31/2019.
3. Do nothing / other.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal

or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority, ShopCoo LLC as the current liquor license holder, and Police Department and Town staff as related to compliance with liquor laws and the residents and guests to the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of this application would maintain an active status on this liquor license, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Approval of this application will result in the collection of a \$1500 annual renewal fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes reviewing the application, following-up on missing information, providing application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a renewal is approved by Council, an approval card is provided to the State, a license certificate printed and mailed to licensee, and the application and documents are retained in the records retention system of the Town of Jackson.

LEGAL REVIEW

Under Wyoming law the local licensing authority cannot place conditions of approval on a renewal of a liquor license. Thus, if the Council wishes to place conditions on a license, it would first need to deny the renewal application, then upon approval of a new application, the Council could place reasonable restrictions on the new license.

Also under Wyoming law, an applicant may appeal an adverse decision by the licensing authority for the renewal of a liquor license. W.S. § 12-4-104(e); Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne, D.C. 95-CV-276-D, aff'd in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)). No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered "reasonable" is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is "reasonable" to restrict hours of operation but that it would be "unreasonable" to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has "been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits." These are very "ample powers"

bestowed upon the Town for this purpose. Noble v. City Council of City of Cheyenne, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

ShopCoo LLC Liquor License Renewal Application

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) are made, staff recommends approval of the renewal with one condition.

1. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

I move to approve the ShopCoo LLC retail liquor license renewal application for the 2019-2020 License Year, subject to one condition listed in the staff report.

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by Town Clerk

License Fees: Annual Fee: \$ 1,500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 50.00

Local License #: _____

Date filed with clerk: 1/28/2019 ^{5PM} Complete:Advertising Dates: (2 Weeks) 2/4 + 2/13Hearing Date: 2 / 19 / 2019License Term: 4 / 01 / 2019 through 3 / 31 / 2020

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Shop Co., LLCTrade/Business Name (dba): Pearl Street MarketBuilding to be licensed / Building Address: 40 W. Pearl Ave
Jackson, WY 83001Teton CountyMailing Address: PO Box 7409
Jackson, WY 83001Business Telephone Number: 307-733-1300

Fax Number: _____

E-Mail Address: accounting@pearlstmarketth.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vii)

5100' LOTS 10-12, BLOCK 1, WORT-1 ZONED: DC**MINIMUM PURCHASE****Retail License Holders Only:**

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term?

☐ YES ☒ NO ^{NEW} _{LICENSE}

Submit invoices with renewal application

FILING INCITY (Town) of JACKSON**FILING AS (CHOOSE ONLY ONE)**

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE:**☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

- ☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:**WHEN DO YOU OPERATE?** (This will assist the Liquor Division with scheduling inspections)☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

If not full time, specify Months of operation: _____

Days of Week (e.g. Mon through Sat)

Hours of Operation (e.g. 10a - 2a)

from _____ to _____

from Monday to Sundayfrom 7am to 9pm**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6****1. BUILDING OWNERSHIP: W.S. 12-4-103 (a) (iii)**

Does the applicant?

(a) OWN the licensed building?

☐ YES (own)

(b) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

(c) LEASE is current and on file with the licensing authority & Liquor Division.

☒ YES ☐ NOExpiration date: April 30, 2025 4/30/2022 SB

If lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 4 paragraph 1.02 + 1.02.02 of lease document.(ii) Where the Sales provision for alcoholic or malt beverages is located, on page 8 paragraph 1.08 of lease.

(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brandon Ryan				8	57	YES ☐ NO ☒	YES ☐ NO ☒
Michael Reid				8	29	YES ☐ NO ☒	YES ☐ NO ☒
John Ryan				8	14	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application.)

4. Restaurant and Bar and Grill Liquor License Holders Only: (Line 1 + Line 2 must = Line 3)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (%)
 W.S.12-4-408(b) Do not estimate. (Line 2) Food Sales: \$ _____ (%)
 Annual gross sales report must be attached. (Line 3) Gross Sales: \$ _____ (%)

- (b) Did you attach a copy of your valid food service permit to this application? W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

- (c) **Restaurant License Holders Only:** Give a description of the dispensing room(s) and state where it is located in the building.
 W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):

1st Room: _
 2nd Room: _

5. Microbrewery License Holders Only:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
- (c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

- (a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

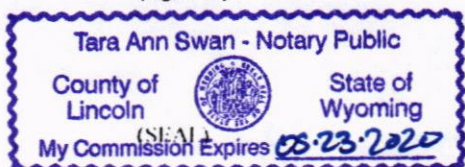
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
 COUNTY OF Deton)

Signed and sworn to before me on this 28th day of January, 2019 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Michael Reid</u> (Printed Name)	<u>Managing Member</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Tara Ann Swan
 Signature of Notary Public

My commission expires: 05.23.2020

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **ShopCoo, LLC**

Filing ID **2015-000686055**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

05/01/2015 7:32 AM

1/29

Principal Address

P.O. Box 7409

Jackson, WY 83002

Mailing Address

P.O. Box 7409

Jackson, WY 83002

Registered Agent Address

Michael Reid

4015 N Lake Creek Dr

Wilson, WY 83014

Parties

Type **Name / Organization / Address**

Organizer **LegalZoom.com, Inc.**

Notes

Date **Recorded By** **Note**

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

2018 Liquor License
Renewal Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Michael Gibbons Reid
First Name Full Middle Name Last Name

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

1/28/19
Date Signed

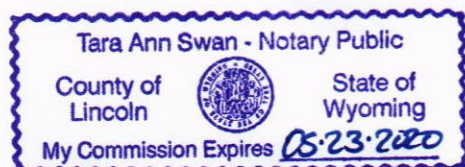
Michael
Applicant Signature

State of Wyoming)

County of Teton)ss

Subscribed and sworn to before me this 28th day of January, 2019.

(SEAL)



Tara Ann Swan
Notary Public or officer authorized to administer oaths



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: February 4, 2019

SUBJECT: Annual Renewal of the ShopCoo LLC Restaurant Liquor License

If the ShopCoo LLC Retail Liquor License transfer was denied. (agenda item 1)
Please consider this renewal of the ShopCoo LLC Restaurant Liquor License.

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson and is required to make findings in order to deny renewal. The statutory findings relate to negative impacts to a neighborhood, purpose of the title, sufficiency in number of licenses already in existence in a neighborhood, the desires of the community, and negative impacts on governmental standards or restrictions. The Jackson Municipal Code findings relate to violations of state and local liquor laws, compliance failures, occupancy concerns, a pattern of illegal acts, failure to educate on prevention of sales to minors, and failure to comply with the approved plan of operations.

As noticed, pursuant to Wyoming Statute 12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance, renewal or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Town Council will then hear the information to be presented by staff and is then able to act on the renewals of these licenses.

BACKGROUND/ALTERNATIVES

If this item is being heard, the Town Council denied the application to transfer the ownership of a retail liquor license from Tastebuds LLC to ShopCoo LLC.

ShopCoo LLC provided this renewal application for the restaurant liquor license which they have held since 2016. This renewal application has been reviewed by staff, with no concerns noted. The application has been certified complete by the Wyoming Liquor Division.

Grounds for Nonrenewal. Both the State Statutes and Jackson Municipal Code provide the Town Council with grounds for not renewing a liquor license and are listed below.

I. Wyoming Statute §12-4-104(b) provides findings for nonrenewal.

(b) ... A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

II. Jackson Municipal Code 6.60 provides additional findings for nonrenewal:

6.60.010 A. *A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.*

6.60.010 C. *The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*

1. *Failure of the license holder to comply with any provisions of this chapter;*
2. *Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;*
3. *Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;*
4. *A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;*
5. *Conviction of any nonprocedural violation of state or local liquor laws.*
6. *Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.*
7. *Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;*
 - a. *On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS ... training within thirty (30) days of failing the compliance check.*
 - b. *On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS ... training within forty-five (45) days of failing the compliance check.*
8. *Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council*

The Council has several options available to them at this meeting, which may include:

1. Approve the ShopCoo LLC renewal application with one condition:
 - 1) Any additional minor corrections deemed necessary by staff and/or the Wyoming Liquor Division.
2. Deny the renewal application (may be appealed to District Court). The license would expire 3/31/2019.
3. Do nothing / other.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the

Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority, ShopCoo LLC as the current liquor license holder, and Police Department and Town staff as related to compliance with liquor laws and the residents and guests to the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of this application would maintain an active status on this liquor license, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Approval of this application will result in the collection of a \$1500 annual renewal fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes reviewing the application, following-up on missing information, providing application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a renewal is approved by Council, an approval card is provided to the State, a license certificate printed and mailed to licensee, and the application and documents are retained in the records retention system of the Town of Jackson.

LEGAL REVIEW

Under Wyoming law the local licensing authority cannot place conditions of approval on a renewal of a liquor license. Thus, if the Council wishes to place conditions on a license, it would first need to deny the renewal application, then upon approval of a new application, the Council could place reasonable restrictions on the new license.

Also under Wyoming law, an applicant may appeal an adverse decision by the licensing authority for the renewal of a liquor license. W.S. § 12-4-104(e); Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne, D.C. 95-CV-276-D, aff'd in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)). No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered "reasonable" is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is "reasonable" to restrict hours of operation but that it would be "unreasonable" to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has "been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits." These are very "ample powers" bestowed upon the Town for this purpose. Noble v. City Council of City of Cheyenne, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

ShopCoo LLC Restaurant Liquor License Renewal Application

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) are made, staff recommends approval of the renewal with one condition.

1. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

I move to approve the ShopCoo LLC restaurant liquor license renewal application for the 2019-2020 License Year, subject to one condition listed in the staff report.

RENEWAL OF
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	H 5223	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by Town Clerk

License Fees: Annual Fee: \$ 1,500.00
Prorated Fee: \$ _____
Transfer Fee: \$ _____
Publishing Fee: \$ 50.00

Local License #: 277 RESTAURANT LIQUOR LICENSE
Date filed with clerk: 12/7 /2018 Complete: ☒
Advertising Dates: (2 Weeks) 1/23/19 & 1/30/2019
Hearing Date: 2 / 19 / 2019

License Term: 4 / 01 / 2019 through 3 / 31 / 2020

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: SHOPCOO LLC
Trade/Business Name (dba): PEARL STREET MARKET

Building to be licensed / Building Address: 40 W PEARL AVE
JACKSON WY 83001

Mailing Address: PO BOX 7409
JACKSON WY 83002

Business Telephone Number: (307) 733-1300 Fax Number:

E-Mail Address: accounting@pearlstmarketjh.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vii)
S 100', LOTS 10-12, BLOCK 1, WORT-1

MINIMUM PURCHASE

Retail License Holders Only:

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term?

☐ YES ☐ NO

Submit invoices with renewal application

FILING IN

CITY (Town) of JACKSON

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:

- ☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

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- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

- ☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:

WHEN DO YOU OPERATE? (This will assist the Liquor Division with scheduling inspections)

- ☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL/PART-TIME ☐ NON-OPERATIONAL/PARKED

If not full time, specify Months of operation: Days of Week (e.g. Mon through Sat) Hours of Operation (e.g. 10a - 2a)
from _____ to _____ from 7 Days to _____ from 7 AM to 9 PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: W.S. 12-4-103 (a) (iii)

Does the applicant?

- (a) OWN the licensed building? ☐ YES (own)
(b) LEASE the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
(c) LEASE is current and on file with the licensing authority & Liquor Division. ☒ YES ☐ NO

Expiration date: 4-30-2022

If lease is not current, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page 4 paragraph 2 of lease document.
(ii) Where the Sales provision for alcoholic or malt beverages is located, on page 8 paragraph 1.08 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
Brandon Ryan				7	57	YES ☐ NO ☒	YES ☐ NO ☒
Michael Reid				7	29	YES ☐ NO ☒	YES ☐ NO ☒
John Ryan				7	14	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application.)

4. Restaurant and Bar and Grill Liquor License Holders Only: (Line 1 + Line 2 must = Line 3)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ 4,212 (1 %)
W.S.12-4-408(b) Do not estimate. (Line 2) Food Sales: \$ 2,307,736 (99 %)
Annual gross sales report must be attached. (Line 3) Gross Sales: \$ 2,311,948 (100 %)

- (b) Did you attach a copy of your valid food service permit to this application? W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

- (c) **Restaurant License Holders Only:** Give a description of the dispensing room(s) and state where it is located in the building.
W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):

1st Room: 3' X 7' ROOM ON NORTH SIDE OF BLDG2nd Room: **5. Microbrewery License Holders Only:**

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
- (c) Do you distribute your own products through an existing malt beverage wholesaler? ☐ YES ☐ NO
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

6. Social Club License Holders Only:

- (a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

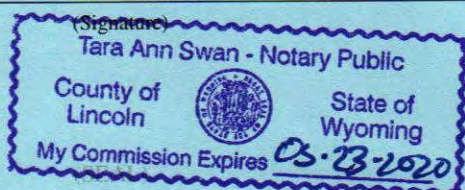
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 15th day of November, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Michael Reid</u> (Signature)	<u>Michael Reid</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Tara Ann Swan
Signature of Notary Public

My commission expires: 05-23-2020

Account #: 5001

BUSINESS LICENSE

Business: ShopCoo, LLC
DBA: Pearl St. Market
Business Type: Sales Tax
Business Activity: Food Markets and Grocery Stores
Business Location: 40 W. Pearl St.

Term: 01/01/18 through 12/31/18
Fee: 200.00

ShopCoo, LLC
PO Box 7409
Jackson WY 83002



I, Pete Muldoon, Mayor of the Town of Jackson, do hereby subscribe my name and cause the Seal of said Town to be here unto affixed this 11/22/17

Mayor

ATTEST:

Town Clerk

Retail Food

ACCOUNT # 1225

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

PEARL ST. MARKET
40 W PEARL AVE
JACKSON, WY 83001

SHOPCOO, LLC
SHOPCOO, LLC
4015 N. LAKE CREEK DRIVE
WILSON, WY 83014

EXPIRATION DATE:
6/19/2019

State of Wyoming

Department of Revenue

Excise Tax Division

Sales/Use Tax License No: 22005967 Business Start Date : 05/26/2015 Certificate Print Date: 05/29/2015

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended and to furnish receipts therefore. This license shall be valid and effective until canceled or revoked and is not transferable.

Location: 40 W PEARL AVE
JACKSON WY 830018659

Issued To: PEARL STREET MARKET
SHOPCOO LLC
PO BOX 7409
JACKSON WY 830027409

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **ShopCoo, LLC**

Filing ID **2015-000686055**

Type **Limited Liability Company**

Status **Active**

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

05/01/2015 7:32 AM

Principal Address

P.O. Box 7409
Jackson, WY 83002

Mailing Address

P.O. Box 7409
Jackson, WY 83002

Registered Agent Address

Michael Reid
4015 N Lake Creek Dr
Wilson, WY 83014

Parties

Type **Name / Organization / Address**

Organizer **LegalZoom.com, Inc.**

Notes

Date **Recorded By** **Note**

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

2018 Liquor License
Renewal Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Michael Gilbon Peril
First Name Full Middle Name Last Name

[Redacted]
Date of Birth Social Security Number Driver License: State / Number

Male or Female
Circle one

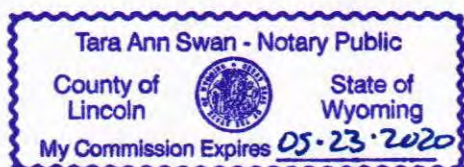
11/15/18
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)

Subscribed and sworn to before me this 15th day of November, 2018.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: February 4¹⁹, 2019

SUBJECT: Annual Renewal of the Tastebuds LLC Retail Liquor License

If the ShopCoo LLC Retail Liquor License transfer was denied. (agenda item 1)

Please consider this renewal of the Tastebuds LLC Retail Liquor License.

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson and is required to make findings in order to deny renewal. The statutory findings relate to negative impacts to a neighborhood, purpose of the title, sufficiency in number of licenses already in existence in a neighborhood, the desires of the community, and negative impacts on governmental standards or restrictions. The Jackson Municipal Code findings relate to violations of state and local liquor laws, compliance failures, occupancy concerns, a pattern of illegal acts, failure to educate on prevention of sales to minors, and failure to comply with the approved plan of operations.

As noticed, pursuant to Wyoming Statute 12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance, renewal or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Town Council will then hear the information to be presented by staff and is then able to act on the renewals of these licenses.

BACKGROUND/ALTERNATIVES

If this item is being heard, the Town Council denied the application to transfer the ownership of a retail liquor license from Tastebuds LLC to ShopCoo LLC.

Tastebuds LLC provided this renewal application for the retail liquor license before the transfer application was received. This retail liquor license has been in a non-operational status since the Lift restaurant closed in October 2018. This renewal application has been reviewed by staff, with no concerns noted. The application has been certified complete by the Wyoming Liquor Division.

Grounds for Nonrenewal. Both the State Statutes and Jackson Municipal Code provide the Town Council with grounds for not renewing a liquor license and are listed below.

I. Wyoming Statute §12-4-104(b) provides findings for nonrenewal.

(b) ... A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

II. Jackson Municipal Code 6.60 provides additional findings for nonrenewal:

6.60.010 A. *A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.*

6.60.010 C. *The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*

1. *Failure of the license holder to comply with any provisions of this chapter;*
2. *Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;*
3. *Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;*
4. *A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;*
5. *Conviction of any nonprocedural violation of state or local liquor laws.*
6. *Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.*
7. *Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;*
 - a. *On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS ... training within thirty (30) days of failing the compliance check.*
 - b. *On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS ... training within forty-five (45) days of failing the compliance check.*
8. *Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.*

The Council has several options available to them at this meeting, which may include:

1. Approve the Tastebuds LLC renewal application with one condition:
 - 1) Any additional minor corrections deemed necessary by staff and/or the Wyoming Liquor Division.
2. Deny the renewal application (may be appealed to District Court). The license would expire 3/31/2019 and revert to the Town.
3. Do nothing / other.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority, ShopCoo LLC as the current liquor license holder, and Police Department and Town staff as related to compliance with liquor laws and the residents and guests to the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of this application would maintain an active status on this liquor license, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Approval of this application will result in the collection of a \$1500 annual renewal fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes reviewing the application, following-up on missing information, providing application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a renewal is approved by Council, an approval card is provided to the State, a license certificate printed and mailed to licensee, and the application and documents are retained in the records retention system of the Town of Jackson.

LEGAL REVIEW

Under Wyoming law the local licensing authority cannot place conditions of approval on a renewal of a liquor license. Thus, if the Council wishes to place conditions on a license, it would first need to deny the renewal application, then upon approval of a new application, the Council could place reasonable restrictions on the new license.

Also under Wyoming law, an applicant may appeal an adverse decision by the licensing authority for the renewal of a liquor license. W.S. § 12-4-104(e); *Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne*, D.C. 95-CV-276-D, *aff'd in part* 120 F.3d 271 (C.A. 10 (Wyo)(1997)). No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered "reasonable" is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is "reasonable" to restrict hours of operation but that it would be "unreasonable" to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has "been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits." These are very "ample powers" bestowed upon the Town for this purpose. *Noble v. City Council of City of Cheyenne*, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

Tastebuds LLC Retail Liquor License Renewal Application

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) are made, staff recommends approval of the renewal with one condition.

1. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

I move to approve the Tastebuds LLC retail liquor license renewal application for the 2019-2020 License Year, subject to one condition listed in the staff report.

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	C 5506	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by Town Clerk

License Fees: Annual Fee: \$ 1,500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 50.00

Local License #: 115 RETAIL LIQUOR LICENSE
 Date filed with clerk: 12 / 4 /2018 Complete:
 Advertising Dates: (2 Weeks) 1/23/19 & 1/30/2019
 Hearing Date: 2 / 19 / 2019

License Term: 4 / 01 / 2019 through 3 / 31 / 2020

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: TASTEBUDS LLC

Trade/Business Name (dba): LIFT JACKSON HOLE

Building to be licensed / Building Address: 645 S CACHE ST
JACKSON WY 83001

Mailing Address: PO BOX 6446
JACKSON WY 83001

Business Telephone Number: (307) 733-5438 Fax Number: (307) 733-0043

E-Mail Address: dine@liftjacksonhole.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vii)
LOTS 11-14, BLOCK 4, 2ND KARNs ADDITION, UC-2 ZONING

MINIMUM PURCHASE**Retail License Holders Only:**

Have you purchased **\$2,000** in spirits, wines and/or malt beverages during the previous license term?

☒ YES ☐ NO

Submit invoices with renewal application

FILING IN

CITY (Town) of JACKSON

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE:**

☒ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY
 (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE
 (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

- ☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL
 MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:**WHEN DO YOU OPERATE?** (This will assist the Liquor Division with scheduling inspections)

☐ FULL TIME (e.g. Jan through Dec)

☐ SEASONAL/PART-TIME

☒ NON-OPERATIONAL/PARKED

If not full time, specify Months of operation:

Days of Week (e.g. Mon through Sat)

Hours of Operation (e.g. 10a - 2a)

from _____ to _____

from _____ to _____

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**1. BUILDING OWNERSHIP:** W.S. 12-4-103 (a) (iii)

Does the applicant?

(a) **OWN** the licensed building?

☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

☐ YES ☒ NO

Expiration date: 3-31-20

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page 1 paragraph 1 of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 1 of lease.

(**MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

Attached

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
THOMAS PATRICK MAHIN			307		100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

4. Restaurant and Bar and Grill Liquor License Holders Only: (Line 1 + Line 2 must = Line 3)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
W.S.12-4-408(b) Do not estimate. (Line 2) Food Sales: \$ _____ (_____ %)
Annual gross sales report must be attached. (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Did you attach a copy of your valid food service permit to this application? W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO
- (c) **Restaurant License Holders Only:** Give a description of the dispensing room(s) and state where it is located in the building.
W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room: _
2nd Room: _

5. Microbrewery License Holders Only:

- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
- (c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

- (a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

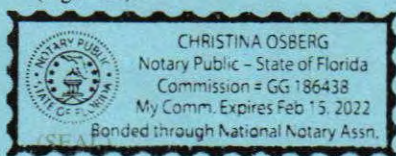
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Florida)
COUNTY OF Citrus) SS.

Signed and sworn to before me on this 30 day of NOVEMBER, 2018 that the facts alleged in the foregoing instrument are true by the following:

- 1) Thomas Patrick Mahin (Signature) THOMAS PATRICK MAHIN (Printed Name) SB Title
- 2) _____ (Signature) _____ (Printed Name) _____ Title
- 3) _____ (Signature) _____ (Printed Name) _____ Title
- 4) _____ (Signature) _____ (Printed Name) _____ Title



Witness my hand and official seal: [Signature] Signature of Notary Public
My commission expires: 2.15.2022

NOTICE OF NON-OPERATIONAL LICENSE

THIS NOTICE OF NON-OPERATIONAL LICENSE (hereinafter "Notice"), effective as of October 31, 2018, is provided to the Town of Jackson with respect to the liquor license owned by Tastebuds LLC (the "License"). Tastebuds LLC has used the License in the operation of The Lift restaurant located at 645 & 655 South Cache Street, Jackson, WY 83001 (the "Premises"). As of November 21, 2018, the Premises have been sold by its former owner, Longitude Ventures, LLC, to a purchaser. Although a lease remains in effect whereby Tastebuds LLC continues to the lease the Premises, the Lift and License thereunder are temporarily non-operational. Pursuant to Wyo. Stat. Ann. § 12-4-103(a)(iv), the License must be used as part of an operational licensed alcoholic or malt beverage enterprise within one year after the date of this Notice (in addition any one-year grace period which may be granted for good cause).

TasteBuds, LLC, a Wyoming limited liability company

By: Pat Mahin
Pat Mahin, Authorized Managing

Commercial Lease Agreement (this "Lease")

Tastebuds LLC, a Wyoming limited liability company ("Tenant") is hereby granted a leasehold interest by NewJack LLC, a Wyoming limited liability company ("Landlord") in 645 & 655 South Cache Street, Jackson, WY 83001 (the "Leased Premises") until March 31, 2020, during which period Tenant has the right to serve alcoholic beverages from the Leased Premises, subject to all of the following, (i) the leasehold interest is granted solely for the purpose of maintaining and keeping the Tenant's retail liquor license (Town of Jackson license number 115) affiliated with the Leased Premises until transfer of said liquor license is approved by the Town of Jackson, at which point the leasehold interest granted hereby shall terminate and Tenant shall have no further rights or obligations in and to the Leased Premises, (ii) Tenant shall pay Landlord a total of \$1.00 of rent in advance in relation to the leasehold interest, (iii) Tenant shall have no access right to the Leased Premises, unless consented to, in advance by Landlord, in Landlord's sole discretion, and (iv) Tenant shall have no operational rights of any nature in relation to the Leased Premises (including, but not limited to, no right to store, keep or locate any personal property or fixtures at the Leased Premises), provided, however, that Tenant shall indemnify, defend and hold Landlord and its affiliates harmless from any liability in relation to the affiliation of the retail liquor license with the Leased Premises and the leasehold interest and rights of Tenant granted pursuant to the foregoing, and provided, further, that Landlord shall have no rights to use or rely upon such retail liquor license. At Landlord's election and to the extent permitted by the issuing authorities of Tenant's retail liquor license, this Commercial Lease Agreement may be allocated specifically to one or more of the specific parcels that comprise 645 & 655 South Cache Street. This is the sole lease and agreement between Landlord and Tenant in relation to the Leased Premises.

Tenant, Landlord and Longitude Ventures, LLC, a Wyoming limited liability company ("Former Owner") further agree as follows: (a) any prior drafts of a Commercial Lease Agreement by and among Landlord and Former Owner are deemed to not have been delivered and are not binding on any party, (b) nothing contained in this Lease shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Landlord or Tenant, as between those parties, contained in the August 9, 2018 Tenant Estoppel Pursuant to Commercial Lease Agreement as amended by that certain Amendment to Tenant Estoppel Pursuant to Commercial Lease Agreement dated approximately as of the date of this Lease (the "Estoppel"), entered into by and between Landlord and Tenant, provided, however, that the assignment of the liquor license from Tenant to Prior Owner contemplated in the Estoppel may be at any time, at Prior Owner's election from and after the date of this Lease, (c) Former Owner may, at the election of Former Owner at any time after the date of this Lease assign all of Tenant's interest in this Lease to Former Owner or and, in conjunction with that assume all obligations of Tenant at any time during the term of this Lease, in which event Former Owner is authorized to execute and deliver, as Tenant's attorney in fact, such assignment and assumption, and (d) upon the transfer of the liquor license currently owned by Tenant to any party other than Tenant or Former Owner or an

entity owned and controlled by Jerry Lundquist, this Lease shall automatically terminate and be of no further force and effect.

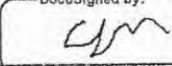
Former Owner and Jerry Lundquist, individually, jointly and severally shall indemnify, defend and hold Landlord and its affiliates harmless from any liability in relation to the affiliation of the retail liquor license with the Leased Premises, any action or inaction by the Town of Jackson in relation to the liquor license), leasehold interest and rights of Tenant granted pursuant to this Lease, any breach by the Tenant under this Lease, and any assignment and assumption of the Tenant's rights under this Lease to Former Owner.

This Lease may be executed in counterparts.

Acknowledged and consented to as of November 20, 2018:

LANDLORD:

NewJack LLC, a Wyoming limited liability company

By: 
DocuSigned by:
ASE151BUEF434BF
Alex Marshall, Manager

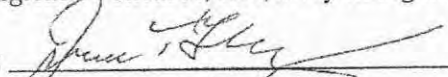
TENANT:

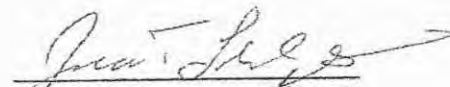
Tastebuds LLC, a Wyoming limited liability company

By: _____
Thomas Patrick Mahin, Manager

PRIOR OWNER:

Longitude Ventures, LLC, a Wyoming limited liability company

By: 
Jerry Lundquist, Manager


Jerry Lundquist, individually

entity owned and controlled by Jerry Lundquist, this Lease shall automatically terminate and be of no further force and effect.

Former Owner and Jerry Lundquist, individually, jointly and severally shall indemnify, defend and hold Landlord and its affiliates harmless from any liability in relation to the affiliation of the retail liquor license with the Leased Premises, any action or inaction by the Town of Jackson in relation to the liquor license), leasehold interest and rights of Tenant granted pursuant to this Lease, any breach by the Tenant under this Lease, and any assignment and assumption of the Tenant's rights under this Lease to Former Owner.

This Lease may be executed in counterparts.

Acknowledged and consented to as of November 20, 2018:

LANDLORD:

NewJack LLC, a Wyoming limited liability company

By: _____
Alex Marshall, Manager

TENANT:

Tastebuds LLC, a Wyoming limited liability company

By: Thomas Patrick Mahin
Thomas Patrick Mahin, Manager

PRIOR OWNER:

Longitude Ventures, LLC, a Wyoming limited liability company

By: _____
Jerry Lundquist, Manager

Jerry Lundquist, Individually

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **TasteBuds LLC**

Filing ID **2013-000636747**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

01/23/2013 11:12 AM

12-4-18

Principal Address

645 S Cache
Jackson, WY 83001

Mailing Address

PO Box 6446
Jackson, WY 83002

Registered Agent Address

Thomas Patrick Mahin
645 S Cache
Jackson, WY 83001

Parties

Type **Name / Organization / Address**

Organizer **Suzanne Marino**

Notes

Date **Recorded By** **Note**

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **TasteBuds LLC**

Filing ID **2013-000636747**

Type **Limited Liability Company**

Status

Active

Most Recent Annual Report Information

Type	Original	AR Year	2018
License Tax	\$50.00	AR Exempt	N
AR Date	11/20/2017 11:36 AM	AR ID	03155658
Web Filed	Y		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

645 S Cache
Jackson, WY 83001

Mailing Address

PO Box 6446
Jackson, WY 83002

Annual Report History

Num	Status	Date	Year	Tax
01953137	Original	12/30/2013	2014	\$50.00
02166224	Original	01/19/2015	2015	\$50.00
02370318	Original	12/03/2015	2016	\$50.00
02382568	Original	12/19/2015	2017	\$50.00
03155658	Original	11/20/2017	2018	\$50.00

Amendment History

ID	Description	Date
2015-001688295	Delinquency Notice - Tax	01/02/2015
2013-001562945	RA Name/Address Change	12/20/2013
	Registered Agent # Changed From: 0082305 To: 0196969	
	Registered Agent First Name Changed From: Suzanne To: Thomas	
	Registered Agent Middle Name Changed From: G To: Patrick	
	Registered Agent Last Name Changed From: Marino To: Mahin	
	Registered Agent Physical Address 1 Changed From: 1325 S Hwy 89 Ste 110 To: 645 S Cache	
	Principal Address 1 Changed From: 645 South Cache To: 645 S Cache	
See Filing ID	Initial Filing	01/23/2013

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Thomas PATRICK MATTIN
First Name Full Middle Name Last Name

Date of Birth

Social Security Number

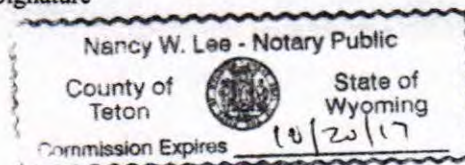
Driver License: State / Number

☒ Male or Female
Circle one

12-5-17
Date Signed

M. Mattin
Applicant Signature

State of WYOMING)
County of TETON)ss



Subscribed and sworn to before me this 5 day of December, 2017.

(SEAL)

Nancy W. Lee
Notary Public or officer authorized to administer oaths

270 WEST PEARL, SUITE 103
P. O. BOX 3070
JACKSON, WY 83001
307.734.1908
307.733.3752 (fax)
WWW.LRW-LAW.COM



LONG
REIMER
WINEGAR

ERIKA M. NASH
PARTNER

ADMITTED IN WY
enash@lrw-law.com

LONG | REIMER | WINEGAR | BEPPLER LLP

WITH ATTORNEYS ADMITTED IN
WY CO UT CA ID NE MT & ND

December 4, 2018

Sandy Birdyshaw, Town Clerk
Town of Jackson
150 East Pearl
Jackson, WY 83001

Re: Renewal of Liquor License

Dear Sandy,

Enclosed please find the following:

- 1) Tastebuds LLC's application for renewal of Liquor License;
- 2) Check for annual fee and publishing fee;
- 3) Notice of Non-Operational License;
- 4) Commercial Lease Agreement; and,
- 5) Invoice for purchase of liquor.

Please contact our office with any questions.

Kind regards,

LONG REIMER WINEGAR BEPPLER LLP

A handwritten signature in blue ink that reads "Marisa N. Watsabaugh". The signature is stylized with a large, looping 'M' and 'W'.

MARISA N. WATSABAUGH
Legal Assistant

Enclosures: (5)

Cc: Denny J. Moffett (via email only)
Matt Kim-Miller (via email only)



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: February 19, 2019

SUBJECT: Liquor License Annual Renewals for License Year 2019-2020

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson and is required to make findings in order to deny renewal. The statutory findings relate to negative impacts to a neighborhood, purpose of the title, sufficiency in number of licenses already in existence in a neighborhood, the desires of the community, and negative impacts on governmental standards or restrictions. The Jackson Municipal Code findings relate to violations of state and local liquor laws, compliance failures, occupancy concerns, a pattern of illegal acts, failure to educate on prevention of sales to minors, and failure to comply with the approved plan of operations.

As noticed, pursuant to Wyoming Statute 12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance, renewal or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Town Council will then hear the information to be presented by staff and is then able to act on the renewals of these licenses.

BACKGROUND/ALTERNATIVES

The Wyoming Liquor Division designates the dates of a liquor license year throughout the state; for Jackson the year begins April 1 and ends March 31. A public hearing is required to be held 30 days prior to expiration of the license for the purpose of hearing protests from the public. The renewal application process begins in October when the State provides notice to Town Clerks to begin the process and ends a couple of weeks following Town Council approval when renewed certificates are mailed to license holders. This is roughly a five month process.

The Town currently has 84 liquor licenses going into the new liquor license year. Counting backward, there were 81 last year, 80 the year before, 73, and 68 before that.

The attached Renewal Exhibits, provide a Renewal Chart containing each liquor license applying for renewal that was not considered separately at this meeting, a Conditions Chart containing conditions/restrictions previously placed on licenses by the Town Council, plus supplemental information.

The Jackson Police Department (JPD) performed background checks on the signatories of each application, with no concerns noted. The JPD also provided service call and compliance check information for 2018. There were 15 compliance check failures in 2018 as listed in the attached exhibit titled 2018 Compliance Check Failures.

Each renewal application has been reviewed by the Town Clerk's office, and the Wyoming Liquor Division has certified the applications as complete in accordance with W.S. §12-4-104(d).

Specific options for Council are listed at the end of this section. In summary, the Council has two simple options:

- 1) renew all licenses, or
- 2) make the findings and deny renewal of any license with violations.

As noted below, staff makes no recommendation on whether the Council should renew or not renew licenses with violations. If the Council plans to consider denying the renewal of a license or licenses, staff would recommend that, after the public hearing, action on those specific license or licenses be continued until the March 4 or March 18 meeting when the full Council can be present. Renewals must be acted on prior to March 31.

Grounds for Nonrenewal. Both the State Statutes and Jackson Municipal Code provide the Town Council with grounds for not renewing a liquor license and are listed below.

I. Wyoming Statute §12-4-104(b) provides findings for nonrenewal.

(b) ... A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

II. Jackson Municipal Code 6.60 provides additional findings for nonrenewal:

6.60.010 A. A license or permit shall not be renewed or transferred if the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.

6.60.010 C. The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

- 1. Failure of the license holder to comply with any provisions of this chapter;*
- 2. Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;*
- 3. Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;*
- 4. A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;*
- 5. Conviction of any nonprocedural violation of state or local liquor laws.*
- 6. Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.*
- 7. Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;*
 - a. On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS ... training within thirty (30) days of failing the compliance check.*
 - b. On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS ... training within forty-five (45) days of failing the compliance check.*

8. *Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.*

Based on the above language, each business with a compliance check failure may be considered for non-renewal as stated in 6.60.010 C, if the Council is able to make the findings against renewal. As the Council is aware, the Virginian will soon serve a 120-day suspension of its license due to three compliance check failures.

The attached 2018 Compliance Check Failures chart indicates completion or non-completion of the required server training for each license holder with compliance check failures. Even though these license holders have completed, or are scheduled to complete, the required training and suspensions associated with the failures, if the Council is able to make the findings, the Council can deny renewal of these licenses. In order to provide every opportunity for license holders to come into compliance, the Jackson Police Department will be conducting a TIPS training prior to the March 4 Town Council meeting. For those listed in the chart who have not completed their required training, Council has the option of postponing action on renewing those licenses until either the March 4 or March 18 meeting. Should the Council deny renewal of any of these licenses, only retail licenses would revert back to the Town and the Council could hold those licenses, or open the application process to reissue those licenses either to the same license holder (if they apply) or a new applicant.

As noted above, the Council has several options available to them at this meeting, which include:

1. Conduct the required public hearing to hear public protest and **approve** the renewal of all the applications listed in the Renewal Chart.
2. Conduct the required public hearing to hear public protest and **postpone** the renewal of one or all of the applications with violations until the March 4, 2019 Town Council meeting **and approve** the renewal of the remainder of the applications listed in the Renewal Chart.
3. Conduct the required public hearing to hear public protest, **make the findings and deny** the renewal of one or all of the applications with violations and **approve** the renewal of the remainder of the applications listed in the Renewal Chart.
4. Conduct the required public hearing to hear public protest and **postpone** action on any of the renewals until the March 4, 2019 Town Council meeting.
5. Other.

If Council decides to **deny renewal** of any license or permit at tonight's meeting, the following motion language is suggested:

Findings from Wyoming Statutes:

I move to make finding(s) (i) – (v) in W.S. 12-4-104(b) based on evidence presented during the protest hearing, and to deny renewal of the liquor license held by _____.

Findings from the Jackson Municipal Code:

I move to make finding(s) (1) – (8) in the Jackson Municipal Code 6.60.010 C. to deny renewal of the liquor license held by _____.

Or, a combination of findings from both W.S. and JMC.

COMPREHENSIVE PLAN ALIGNMENT

These applications were processed according to Title 12 of the State Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community

and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority; each license holder; the Police Department and Town staff as related to compliance with liquor laws, and the residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of these applications would maintain licenses in an active status, thus generating revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Renewal of these liquor licenses will generate approximately \$114,000 in renewal fees paid to the Town of Jackson. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact associated with renewal applications is a significant, five month task which involves preparing applications for mailing, reviewing each application and cross-checking information with last year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at each renewal premises, providing affidavits to the police department for background checks and reviewing results, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, license certificates are printed and mailed to licensees, and applications are placed in respective liquor files.

LEGAL REVIEW

With respect to a renewal, pursuant to §12-4-104(e), an applicant for a renewal license or permit may appeal to the district court from an adverse decision by the licensing authority. There is also no absolute right for the license holder to expect that the license will be renewed because the licensing authority "may refuse to renew in the presence of proper facts and proceedings, because the license holder's privilege is not irrevocably vested but is only a privilege." *City of Evanston v. Whirl Inn*, 647 P.2d 1378, 1387 (Wyo. 1982); see *Sterner v. U.S.*, 774 P.2d 639, 642 (Wyo. 1989). It should be noted, however, that previously under Wyoming Statutes regarding a renewal, there was a right of preference for a license at the same location under W.S. § 12-4-104(c). This section of the statute was repealed in 2017 and, thus, no such preference exists.

The Town Attorney has determined that the local licensing authority cannot place conditions of approval on a renewal of a liquor license. If the Council wishes to place conditions on a license, it would first need to deny the renewal application, then upon approval of a new application, the Council could place reasonable restrictions on the new license.

Under Wyoming law, an applicant may appeal an adverse decision by the licensing authority for the renewal of a liquor license. W.S. § 12-4-104(e); *Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne*, D.C. 95-CV-276-D, aff'd in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)).

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered "reasonable" is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is "reasonable" to restrict hours of operation but that it would be "unreasonable" to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has "been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits." These are very "ample powers" bestowed upon the Town for this purpose. *Noble v. City Council of City of Cheyenne*, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

Renewal Exhibits

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) or JMC 6.60.010 are made, staff recommends approval of the renewal applications listed in the Renewal Chart.

SUGGESTED MOTIONS

Should the Town Council be ready to take action, possible motions are suggested:

If Council wishes to approve all the liquor license renewals:

I move to **approve** the renewal applications listed in the Renewal Chart for the 2019 – 2020 liquor year with the following 3 conditions:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
2. The Town Clerk will issue the Fiesta LLC renewed license after the Secretary of State status is brought back to current.
3. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, unless those conditions were later amended or added to by the Town Council.

If Council wishes to continue a license to the next meeting and approve the remainder:

I move to **postpone** the renewal of license(s) held by _____ until the March 4, 2019 Town Council meeting **and approve** the renewal of the remainder of the applications listed in the Renewal Chart for the 2019 – 2020 liquor year with the following 3 conditions:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
2. The Town Clerk will issue the Fiesta LLC renewed license after the Secretary of State status is brought back to current.
3. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, unless those conditions were later amended or added to by the Town Council.

If Council wishes to deny renewal of a license(s) for findings in the *Wyoming Statutes* and approve the remainder:

I move to make finding(s) (i) – (v) in W.S. 12-4-104(b) based on evidence presented during the protest hearing, and to deny renewal of the liquor license held by _____ **and approve** the renewal of the remaining applications listed in the Renewal Chart for the 2019 – 2020 liquor year with the following 3 conditions:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
2. The Town Clerk will issue the Fiesta LLC renewed license after the Secretary of State status is brought back to current.
3. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, unless those conditions were later amended or added to by the Town Council.

If Council wishes to deny renewal of a license(s) for findings in the *Jackson Municipal Code* and approve the remainder:

I move to make finding(s) (1) – (8) in the Jackson Municipal Code 6.60.010 C. and deny renewal of the liquor license(s) held by _____ **and approve** the renewal of the remaining applications listed in the Renewal Chart for the 2019 – 2020 liquor year with the following 3 conditions:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
2. The Town Clerk will issue the Fiesta LLC renewed license after the Secretary of State status is brought back to current.
3. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, unless those conditions were later amended or added to by the Town Council.

RENEWAL EXHIBITS

TOWN OF JACKSON LIQUOR LICENSES

at January 21, 2019

The number of liquor licenses allocated to municipalities is directed by Wyoming Statutes. Population formulas using official Census Bureau counts are used to determine the number of Retail, Bar & Grill, Microbrewery, and Winery licenses. Resorts, Restaurants, and Limited Retail (Clubs) must meet criteria as outlined in the state statutes.

Jackson Population: 10,449 (2015)	Retail	Bar & Grill	Microbrewery	Winery	Resort	Restaurant	Limited Retail (Club)	Satellite Winery
# Licenses authorized	20	6	20	20	-	-	-	-
# Issued by ToJ	21 *	6	5	0	4	44	3	1
Notes:	* Includes +1 retail license from the September 2016 Annexation including Cutty's. 1 retail license is being held by the Town pending outcome of a Wyoming Supreme Court appeal (Tavern).							

RENEWAL CHART

The licenses listed below will be included in the annual renewal motion unless removed from the Renewal Chart by the Town Council. (agenda item #5)

Applicant	DBA	Address
-----------	-----	---------

Bar & Grill Liquor License (6):

HAND FIRE PIZZA JH LLC	HAND FIRE PIZZA	120 N CACHE ST
HOLE BOWL LLC	HOLE BOWL	980 W BROADWAY
LOCAL RESTAURANT LLC (THE)	LOCAL RESTAURANT & BAR	55 N CACHE
MERRY PIGLETS MEXICAN CANTINA & BBQ INC	MERRY PIGLETS (THE)	160 N CACHE ST- SOUTH
MOB JACKSON HOLE LLC	MOES ORIGINAL BBQ	140 N CACHE ST SUITES C & D
BISTRO MRG LLC	RENDEZVOUS BISTRO	380 S BROADWAY

Limited Retail (Club) Liquor License (3):

BPO ELKS 1713	BPO ELKS 1713	270 W BROADWAY
AMERICAN LEGION POST #43	JACKSON HOLE POST #43	190 N CACHE ST
COMMUNITY CENTER FOR THE ARTS INC	CENTER FOR THE ARTS	265 S CACHE

Microbrewery Permit (5):

JH BREWERY LLC	JH BREWERY	75 E PEARL AVE
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 E BROADWAY
TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
GET FUNKY LLC	ROADHOUSE BREWING COMPANY	1225 GREGORY LN

Resort Liquor License (4):

SNOW KING MOUNTAIN RESORT LLC	KINGS GRILL	402 E SNOW KING AVE
ALL SUITE DEVELOPMENT	LODGE AT JACKSON HOLE (THE)	80 S SCOTT LN
JOHNSON RESORT PROPERTIES	RUSTIC INN	425 N CACHE
BENCHMARK HOSPITALITY OF WYOMING LLC	SNOW KING RESORT	400 E SNOW KING

Restaurant Liquor License (44):

KIMS CORNER LLC	BAPP	340 W BROADWAY
BIG HOLE BBQ JACKSON LLC	BIG HOLE BBQ	325 W PEARL AVE
BLUE LION INC (THE)	BLUE LION (THE)	160 N MILLWARD
FLAT CREEK BBQ LLC	BUBBAS	100 FLAT CREEK
MADE IN JACKSON HOLE INC	BUNNERY (THE)	130 N CACHE ST
135 E BROADWAY LLC	CAFÉ GENEVIEVE	135 E BROADWAY
CHINATOWN LEE INC	CHINATOWN RESTAURANT	850 W BROADWAY SUITE A
EFC WY LLC	E LEAVEN FOOD COMPANY	175 CENTER ST
SALSA GROUP INC (THE)	EL ABUELITO FAMILY RESTAURANT	385 W BROADWAY
EVEREST MOMO SHACK LLC	EVEREST MOMO SHACK	245 W PEARL AVE
FIESTA JACKSON LLC Note: Fiesta is working with Secretary of State's office to bring their account back to current filing status.	FIESTA	975 ALPINE LN #3
YOR RESTAURANT GROUP CORP	GATHER	72 S GLENWOOD
GUN BARREL STEAKHOUSE LLC (THE)	GUN BARREL (THE)	862 W BROADWAY
CALIENTE TAQUERIA LLC	HATCH TAQUERIA & TEQUILAS	120 W BROADWAY
PEKING BEST INC	HONG KONG BUFFET	826 W BROADWAY
JACKSON DRUG LLC	JACKSON DRUG	15 E DELONEY AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
JACKSON HOLE ROASTERS INC	JACKSON HOLE ROASTERS	50 W BROADWAY UNIT 109
SHOGUN LLC	KAZUMI	265 W BROADWAY
KING SUSHI COMPANY LLC	KING STREET SUSHI	75 KING ST
KITCHEN LLC (THE)	KITCHEN (THE)	155 N GLENWOOD
LBJH LLC	LIBERTY BURGER	160 N CACHE- NORTH
J & J FOOD COMPANY LLC	MIAZGA'S	399 W BROADWAY
DJ FLAMBE LLC	MILLION DOLLAR COWBOY STEAKHOUSE	25 N CACHE ST BASEMENT
IL FERRAIO LLC	ORSETTO	161 CENTER ST
PERSEPHONE BAKERY LLC	PERSEPHONE BAKERY	145 E BROADWAY
SELKIRK INC	PICAS	1160 ALPINE LN
PICNIC LLC	PICNIC	1110 MAPLE WAY STE B
ILLAMAR LLC	PINKY GS PIZZERIA	50 W BROADWAY UNIT 105
PIZZERIA CALDERA LLC	PIZZERIA CALDERA	20 W BROADWAY
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 EAST BROADWAY
RUSTY PARROT LODGE & SPA LLC	RUSTY PARROT LODGE	175 N JACKSON
SAN JUAN RESTAURANT MEXICAN FOOD LLC	SAN JUAN RESTAURANT	65 S GLENWOOD ST

TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE
SCARFISH LLC	SUDA	140 N CACHE ST SUITE B
NICOLAS SOSA	TACOS Y TORTILLAS EL METATE	850 WEST BROADWAY SUITE H
INDIAN ROOM LLC (THE)	TETON TIGER	165 N CENTER ST
JEREMY TOFTE	THAI ME UP	75 E PEARL AVE
ALBA'S FINE FOODS LLC	THE PHOENIX AND THE DRAGON	145 N GLENWOOD
TIJUANA MEXICAN RESTAURANT LLC	TIJUANA AUTHENTIC MEXICAN RESTAURANT	520 HWY 89 #4 & 5
WLB LLC	TRIO	45 S GLENWOOD
WHITE BUFFALO CLUB LLC	WHITE BUFFALO CLUB (THE)	160 W GILL AVE
WYOMING INN HOLDINGS LLC	WYOMING INN OF JACKSON HOLE	930 WEST BROADWAY

Retail Liquor License (20):

CRU LLC	BIN 22	200 W BROADWAY
BUD'S EASTSIDE LLC	BUDS EASTSIDE LIQUOR	582 E BROADWAY
BOCHICCHIO INC	CREEKSIDE MARKET & DELI	545 N CACHE ST #8
CUTTYS BAR & GRILL LLC	CUTTYS	1140 W HWY 22
ANVIL HOTEL PARTNERS LLC	GLORIETTA	242 N GLENWOOD ST
HOTEL JH LLC	HOTEL JACKSON	120 N GLENWOOD
WYOMING GROCER LLC	JACKSON WHOLE GROCER	1155 S HWY 89
JACKSON LIQUORS LLC	KJS PHILLIPS 66	1055 W BROADWAY
LIQUOR STORE OF JACKSON HOLE INC	LIQUOR STORE (THE)	115 BUFFALO WAY
LFM JACKSON LLC	LUCKYS MARKET	974 W BROADWAY
COWBOY LIQUOR LLC	MILLION DOLLAR COWBOY BAR (THE)	25 N CACHE ST
PLAZA LIQUOR LLC	PLAZA LIQUOR	832 W BROADWAY
PINK GARTER LLC	ROSE (THE)	50 W BROADWAY UNIT 201
NEB LLC	SIDEWINDERS	945 W BROADWAY
SILVER DOLLAR INC (THE)	SILVER DOLLAR BAR	50 N GLENWOOD
SMITHS FOOD & DRUG CENTERS INC	SMITHS FOOD & DRUG #184	1425 S HWY 89
SNAKE RIVER CORPORATION	SNAKE RIVER GRILL	84 E BROADWAY
VFJH LLC	SPIRITS & SPICE	80 W BROADWAY UNIT 101
FLAT CREEK DEVELOPMENT COMPANY	VIRGINIAN TAVERN	750 W BROADWAY AVE

Satellite Winery Permit (1):

JACKSON HOLE WINERY LLC	JACKSON HOLE WINERY SATELLITE	45 W BROADWAY
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Liquor Licenses Excluded from the Renewal Chart

One (1) Retail Liquor License is excluded from the Renewal Chart. The Town is holding this license pending outcome of the appeal to Wyoming Supreme Court. No action is needed on this license.

RETAIL LIQUOR LICENSE	PREVIOUSLY TOWN SQUARE TAVERN
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CONDITIONS AND RESTRICTIONS CHART

The following are conditions and restrictions of approval, placed by Town Council at the time of the initial license approval (or added since then), that will carry forward on the renewed license.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
Creekside	The retail liquor license was approved on August 2, 2001 and included one condition as volunteered by the applicant, the license will revert back to the Town of Jackson if Bochicchio, Inc dba Creekside Market and Deli goes out of business.
The Rose	The retail liquor license was approved on May 25, 2010 for Pink Garter LLC and conditioned as follows: all alcohol sales will be for * on-premises consumption only, and when minors are permitted in the theater area alcohol consumption will be prohibited in the theater area. * On August 1, 2016, Council lifted the condition of approval that alcohol sales were for on-premises consumption only and added a new condition that the package retail store known as The Rackhouse would close at 10:00 p.m.
Glorietta	The retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines. In December 2016, Anvil Hotel Partners changed their <i>doing business name</i> from Nani's to Glorietta.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC goes out of business. In January 2018 the <i>doing business name</i> was changed from Vom Fass to Spirits & Spice. In November 2018, Council approved the location transfer from 60 E Broadway to 80 W Broadway, Suite 101 and added specific language to motion: Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises.
Roadhouse (on Gregory)	The microbrewery permit was approved on March 20, 2017 for Roadhouse Brewery Group LLC and because of zoning and use, the tasting room was conditioned as follows: The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption. c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use. The ownership name transferred to Get Funky, LLC with the same dba name on January 16, 2018.

The Wyoming Liquor Division views the restriction of prohibiting package sales for off-premises consumption on a retail liquor license as an agreement between the Town and the Licensee, and has historically left that matter to the Town's discretion as the Local Licensing Authority. Because a retail liquor license typically allows for sales for off-premises consumption, the Liquor Division will neither support, nor enforce the restriction. Please see the Legal Review section of the staff report for more information on the Council's authority to place reasonable restrictions on liquor licenses.

2018 Compliance Check Failures

This table provides information on when the consequences of failing a compliance check were satisfied according to JMC 6.60.010 C.7. and 6.60.020 H.

Please note: "All" Servers stands for all employees who serve alcoholic beverages.

License Holder	Type of License	1 st Failure	2 nd Failure	3 rd Failure	Notes
		Single Server Trained within 30 days	“All” Servers Trained within 45 days	120 Day Suspension	
1 Failure in 2018					
El Abuelito	Restaurant	By 1/27, pending			Non-compliant, late on training
Gather	Restaurant	By 1/11, 25 days late			Non-compliant, late on training
Snake River Brewing	Restaurant	Emp terminated			No longer employed
Jackson Whole Grocer	Retail	By 1/19, 24 days late			Non-compliant, late on training
KI’s Phillips 66	Retail	By 8/24, 1 day late			Non-compliant, late on training
Lucky’s Market	Retail	By 9/14, trained			Compliant
Sidewinders	Retail	By 1/19, pending			Failed online, retaking in person
Silver Dollar Bar	Retail	By 1/11, trained			Compliant
Stillwest Brewery	Restaurant	Emp terminated			No longer employed
2 Failures within 12 Months, or consecutive					
Plaza Liquor	Retail	(in Dec. 2017)	By 9/8, 3 trained		Compliant
Roadhouse on Gregory	Microbrewery	By 8/24, 1 day late	By 2/11, 5 trained		1-Non-compliant, late on training 2-Compliant
3 Failures within 12 Months, or consecutive					
Virginian Tavern	Retail	By 9/14, 19 days late	By 2/3, 10 trained, 8 scheduled Feb & Mar	Mar 25 - Jul 23	1-Non-compliant, late on training 2-Non-compliant, late on all training

Not Renewing their Liquor License

Six liquor license holders have chosen to not renew their license and are not included in the Renewal Chart.

Pizza Hut – The parent company has been purchased and will be submitting a new application for a restaurant liquor license in the future. Current liquor sales will cease January 24, 2019)
Nikai Sushi – no information available
Ocean City – business closed
Bon Appe Thai – business closed
MacPhails – business closed
Springhill Suites Marriott – time has expired for the resort liquor license holder to provide a restaurant as required by W.S. 12-4-401 (b)(ii)



TOWN OF JACKSON AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal, Housing

PRESENTER: Audrey Cohen-Davis, Town Attorney

MEETING DATE: February 19, 2019

April Norton, Housing Director

SUBJECT: Special Restriction for Affordable Condominium Rental Housing

STATEMENT/PURPOSE

To present proposed revisions to the Affordable Rental Restriction to conform it for condominium rental units. To also present specific language requested by the developer and lender for the 5 Affordable Condominium Rental Units at Pine Lodge Amended Addition to the Town of Jackson, Wyoming (Town Hill Lofts) to be added to the attached.

BACKGROUND/ALTERNATIVES

On July 4th, 2018 the Town Council and Board of County Commissioners updated the Housing Standards in the Town Land Development Regulations and the Housing Rules and Regulations. The Workforce Housing Action Plan directed staff to update the Housing Rules and Regulations, and then draft standardized restrictions that reflect the Rules and Regulations to be used consistently with restricted units to ensure efficient management of workforce housing. Accordingly, the Town and County Legal Departments drafted new standard special restriction templates reflecting the updates to the Housing Standards in the Town of Jackson and Teton County Land Development Regulations (LDRs), and the updates to the Jackson/Teton County Housing Department Rules and Regulations (Housing Rules and Regulations). These restrictions were presented and discussed with the Town Council and Board of County Commissioners over a 4-month period of time at the September 10, October 1, November 5 and December 4, 2018 Joint Information Meetings and included the:

- Affordable Ownership Restriction
- Restated Affordable Ownership Restriction
- Affordable Rental Restriction
- Workforce Ownership Restriction
- Restated Workforce Ownership Restriction
- Workforce Rental Restriction

The above forms approved by the electeds did not include language to address condominium developments, and as such, changes in the attached deed restriction pertain to condominium developments while preserving the intent of the electeds. Staff believes it needs the Town Council to approve the attached for future use.

In addition to the changes reflected in attached deed restriction for affordable condominium units, the developer and lender for Town Hill Lofts requested that the following be considered by Town Council as the final paragraph under Section 5 of this restriction:

“Notwithstanding anything to the contrary in these Special Restrictions, (i) any lender holding a mortgage lien on the Residential Unit ("Mortgage Lender") shall have the right, but not the obligation, to cure defaults of the terms of these Special Restrictions, and JTCHA, The Housing Department and the Town of Jackson agree to accept any such cure tendered by such Mortgage Lender within any applicable grace period or cure period available hereunder, plus an additional thirty (30) days, and (ii) the party delivering any notices hereunder shall provide such notice to the Mortgage Lender at the same time and in the same manner, addressed to Frost Bank, P.O. Box 1600, San Antonio, Texas 78296, Loan Documentation Department, SOF-3rd Floor (Ref: 6237689-

0002), or to such other address as may be subsequently, upon written notice thereof delivered in accordance with Section 8, designated by Mortgage Lender (or its successor or assign). In the event the parties under these Special Restrictions are unable to perform because of casualty or an act of force majeure, the parties hereunder and Mortgage Lender shall have such additional time to perform as is reasonably necessary, and it shall not be a default if the applicable party is using commercially reasonable efforts to perform.”

Staff is not in support of this additional change.

COMPREHENSIVE PLAN ALIGNMENT

Under Quality of Life: Common Value 3, Section 5 provides for Local Workforce Housing in order to retain a stable spectrum of local employment and housing opportunities to preserve our identity as a community of long-term residents. To do so, it is a goal to offer a spectrum of housing options and to ensure we house over 65% of the workforce locally, and address loss of existing workforce housing stock by preserving such stock with deed restrictions for ownership and rental products.

STAKEHOLDER ANALYSIS

Property owners, local workforce needing affordable rentals, lenders, Joint Housing Department and the Town are all stakeholders who are affected by the language of the deed restrictions to preserve affordable rental housing.

FISCAL IMPACT

Minimal.

STAFF IMPACT

Housing and Legal staff spent a significant amount of time drafting and reviewing the standard restriction templates with the goal to standardize the restrictions and not to have each developer come to the Town to revise the restriction as directed by the Workforce Housing Action Plan. Legal and Housing have also spent time working with the applicant on revising the restriction to pertain to condominium development and to review and determine if staff could approve the changes if consistent with the intent of the elected officials.

LEGAL REVIEW

Complete.

ATTACHMENTS

Form deed restriction for Affordable Condominium Rental units.

RECOMMENDATION

The housing and legal departments approve of the attached revised deed restriction for condominium rental units with the additions and items stricken as noted in the attached.

SUGGESTED MOTION

I move to approve the attached revised deed restriction for Affordable Condominium Rental Units in the Town of Jackson, including for use by the Pine Lodge Amended Addition without any additional changes.

**Special Restrictions
for Affordable Condominium Rental Housing
Located at-_____, Town of Jackson**

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this day of _____, 20 , by the undersigned Owner ("Owner") the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

A Condominium Subdivision within _____ Town of Jackson, Teton County Wyoming.

PIDN: _____ ("Land")

WHEREAS, as a condition of its approval for permit # _____ received _____ (Date) ("FDP Approval") Owner was required to provide and restrict as follows:

(hereinafter "*Residential Unit*" ~~or "*Residential Unit Complex*"~~).

The Income Ranges are different than the Income Ranges defined in the Jackson/Teton County Housing Department Rules and Regulations because the FDP approval was received before the update to the Housing Rules and Regulations. The Rules and Regulations are enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of FDP Approval, and consistent with the Town of Jackson’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit ~~and Land~~ shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit ~~and Land~~, and shall be enforceable by Housing Department and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the FDP Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the ~~and Land and each~~ Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0 – 80% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”).
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. 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. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility-verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household

proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for 0 – 80% Income range for 2018 is: \$34,475 (50% of 2018 median family income for one (1) person household) ~~multiply~~ multiplied by thirty percent (30%) ~~and divide, with the product divided~~ by twelve (12) and ~~multiply~~ multiplied by 85% for a Studio = \$733. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a pool of not fewer than three (3) Qualified ~~Households~~ Household to rent the Residential Unit.
- K. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- L. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT-~~COMPLEX~~. The Residential Unit ~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential ~~Unit Complex~~ shall be subject to these Special Restrictions. ~~Within~~ Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. ~~Each Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each~~ of the following shall be considered a default (“Default”):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

- B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. ~~Is Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in~~ addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development the rights to use or occupancy of occupy the Residential Unit.
- D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the ~~Land, in whole or in part~~ Residential Unit, with the written consent of Owner of the Residential Unit ~~Complex~~ and Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with ~~the Land and~~ the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in ~~the Land,~~ the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and Town of Jackson. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the ~~Land and/or~~ Residential Unit ~~Complex~~.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

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

To Owner

Jackson, WY 83001

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for ~~the Land~~ Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo.

Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____
(the "Effective Date").

OWNER:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Special Restrictions for
Employee Housing was acknowledged before me by _____ as
_____ President of _____.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Pete Muldoon, Mayor

ATTEST:

Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Stacy Stoker, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

MEETING DATE: February 4, 2019

SUBJECT: Resolution 19-04, A Resolution Agreeing to Participate in the Teton Health District and Department

STATEMENT/PURPOSE

In order for the Town of Jackson to participate in the district health department, the Town of Jackson must pass a Resolution.

BACKGROUND/ALTERNATIVES

The Town Council indicated at the retreat in 2019 that they would like to participate in the district health department. Wyoming Statute §35-1-301(b) authorizes the Teton County Board of County Commissioners to create through a resolution a district health department and Wyoming Statute §35-1-301(d) allows for the Town of Jackson, by resolution, to participate and be part of the district health department. Pursuant to the attached Resolution, the Jackson Town Council has determined that a board of health is warranted in order to promulgate rules and regulations pertaining to the prevention of disease and the promotion of public health within the full jurisdictional area of Teton County, Wyoming including the municipality of the City of Jackson. The the Resolution, the Jackson Town Council specifically recognizes the authority of the Teton Health District to regulate and enforce within the City of Jackson the following including but not limited to: Teton Health District Rules and Regulations of Body Art; Teton Health District Rules for Food Safety; and the Teton Health District Rules for Public Pools and Spas.

The Town of Jackson is currently advertising for letters of interest from Town residents wishing to serve on the Board of Health. After the Resolution is adopted, the Town can then appoint a person to fill a 1 year term. At the end of that 1 year term (December 31, 2019) the Town could then reappoint that same person to a full 4 year term or take letters of interest and appoint someone else to the 4 year term.

The Resolution does not commit the Town of Jackson to funding any portion of the Health Department.

The Town Council has several options available to them including:

1. Adopt Resolution 19-04 as presented.
2. Discuss the proposed resolution and postpone action until a future Town Council meeting.
3. Take no action.
4. Other.

COMPREHENSIVE PLAN ALIGNMENT

This is in direct alignment with the Community Vision related to a healthy environment as well as common values related to ecosystem stewardship and quality of life.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include Town residents being served by and subject to regulations of the Board of Health, the Town Council and Town organization being a participating entity in the district health department, Teton County as a partner in the District Health Department.

FISCAL IMPACT

There is no fiscal impact for joining the Board of Health. Resolutions are included in their entirety within the action minutes rather than advertised separately. The fiscal impact of passage of this resolution includes the increase in length of the minutes being published. Minutes publishing costs between \$200 - \$1000 depending on the length.

STAFF IMPACT

Joining the Board of Health will require the Town Clerk to coordinate with the County Clerk to track the Town's vacancy on this board and conduct and arrange the necessary interviews, appointment, and follow up documentation.

The staff impact of passage of this resolution is notable in that it is processed for permanent record storage in the Resolutions book, electronic database, and posted on the Town's website.

LEGAL REVIEW

Complete.

ATTACHMENTS

Resolution 19-04

RECOMMENDATION

Staff recommends the Town Council adopt Resolution 19-04 as presented.

SUGGESTED MOTION

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

I move to adopt Resolution 19-04 as presented.

RESOLUTION 19-04
AGREEING TO PARTICIPATE IN THE
TETON HEALTH DISTRICT AND DEPARTMENT

WHEREAS, Wyoming Statute §35-1-301 et seq. governs the establishment of a district health department; and

WHEREAS, Wyoming Statute §35-1-301(b) authorizes the Teton County Board of County Commissioners to create through a resolution a district health department and Wyoming Statute §35-1-301(d) allows for the Town of Jackson, by resolution, to participate and be part of the district health department; and

WHEREAS, the Jackson Town Council has determined that a board of health is warranted in order to promulgate rules and regulations pertaining to the prevention of disease and the promotion of public health within the full jurisdictional area of Teton County, Wyoming including the municipality of the City of Jackson. The Jackson Town Council specifically recognizes the authority of the Teton Health District to regulate and enforce within the City of Jackson the following including but not limited to: Teton Health District Rules and Regulations of Body Art; Teton Health District Rules for Food Safety; and the Teton Health District Rules for Public Pools and Spas.

NOW THEREFORE, BE IT RESOLVED that the Jackson City Council agrees pursuant to Wyoming Statute §35-1-301(d) to participate in the Teton District Health Department created by the Teton County Board of County Commissioners.

Dated this 19th day of February 2019.

TOWN OF JACKSON

Mayor Peter Muldoon

Attest:

Sandra P. Birdyshaw, Town Clerk

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 2.2.1.C OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY THE REQUIREMENTS FOR PEDESTRAIN FRONTAGES, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and Section 2.2.1.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.1. Rules Applicable to All Complete Neighborhood Character Zones (P18-314)

C. Pedestrian Frontages

Pedestrian frontages are the spaces that occur on public or private property between the curb and the building, and are required along all primary and secondary public streets. Good pedestrian frontages are essential for fostering mixed-use, walkable, and pedestrian-oriented development. Specific rules for each pedestrian frontage are listed below.

A pedestrian frontage is composed of three parts:

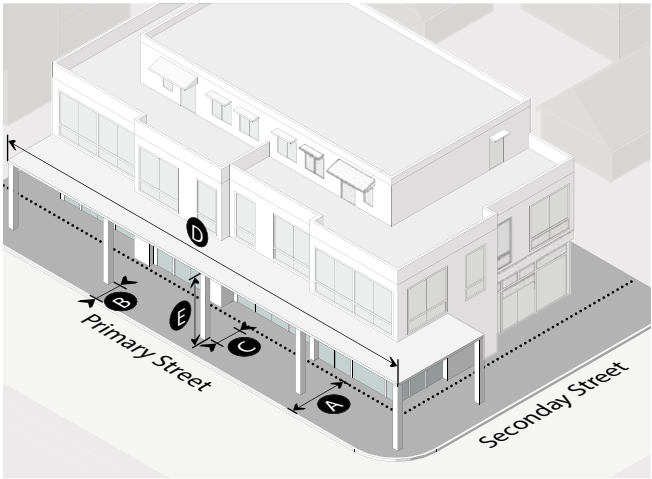
- Furnishing/Planting Area.** The furnishing/planting area is the area between the back of curb and the clear sidewalk. This area provides for columns, required plantings, accessible ramps, signs, fire hydrants, snow storage, parked vehicle overhang or door swing, etc.
- Clear Sidewalk.** The clear sidewalk is the primary pedestrian travelway and shall be clear of any obstacles or protruding objects.
- Building Transition Area.** The remaining space between the clear sidewalk and building facade is a semi-public/private, building transition area that provides room for front door swings, planter boxes, window shopping, outdoor cafe seating, street furniture, public art, etc.

Where private property is used for a furnishing/planting area or a clear sidewalk, an easement may be permanently dedicated to the Town.

See [Sec. 2.2.10.](#) through [Sec. 2.2.14.](#) to determine which pedestrian frontages may be allowed in each zone. The Planning Director will determine the appropriate pedestrian frontage from the options for a zone based on the established pedestrian frontage and desired pedestrian frontage described in the Community Streets Plan.

The Planning Director may establish lesser standards in any pedestrian frontage pursuant to the procedure of [Sec. 8.8.1.](#) in order to achieve consistency between the established pedestrian frontage and the desired pedestrian frontage described in the Community Streets Plan.

1. Covered Walkway



Description

A covered walkway provides visual interest along the street edge, reduces the perceived mass of the building facade, and provides shelter from the rain, snow, and sun throughout the year. A covered walkway also reduces winter maintenance and improves pedestrian safety. A covered walkway is supported by posts or columns, or cantilevered from the building facade.

Pedestrian Frontage Dimensions

Total width from back of curb (min)	13'	A
Furnishing/planting area (min-max)	18" - 3'	B
Clear sidewalk width (min)	8'	C

Additional Specifications

Gallery must be contiguous and extend for at least 75% of the street facade width		D
Clear height above sidewalk (min)	9'	E

The furnishing/planting area shall be hardscape other than slab concrete (e.g. pavers, bricks)

The building transition area shall be hardscape



Covered Walkway

2. Trees in Grates



Description		
Trees in grates provide a moderate amount of landscaping to screen buildings and provide shade, while remaining easy to maintain.		
Pedestrian Frontage Dimensions		
Total width from back of curb (min)	13.5'	A
Furnishing/planting area (min)	5'	B
Clear sidewalk width (min)	6'	C
Additional Specifications		
Planting type	Tree grate	D
Tree spacing (on center)	30' to 40'	E
The furnishing/planting area that is not tree grates shall be hardscape other than slab concrete (e.g. pavers, bricks)		



Trees in Grates

3. Trees in Lawn



Description		
Trees in lawn provide a continuous landscape buffer that separates pedestrians from traffic with planted trees that also screen buildings and provide shade.		
Pedestrian Frontage Dimensions		
Total width from back of curb (min)	13.5'	A
Furnishing/planting area (min)	5'	B
Clear sidewalk width (min)	6'	C
Additional Specifications		
Planting type	Tree lawn	D
Tree spacing (on center)	30' to 40'	E



Trees in Lawn

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.2.B.1 AND 2.2.2.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 1 (NL-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

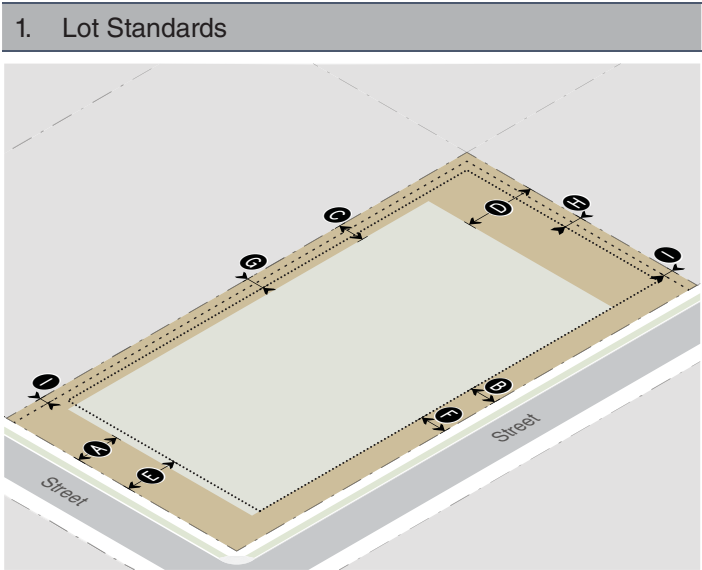
BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and Sections 2.2.2.B.1 and 2.2.2.B.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.2. NL-1: Neighborhood Low Density-1 (P18-314)

B. Physical Development



Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	25'	A
Secondary street (min)	15'	B
Side interior (min)	15'	C
Rear (min)	40'	D
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	15'	F
Side interior/rear (min)	10'	G
Rear (min)	10'	H

Site Development Setbacks

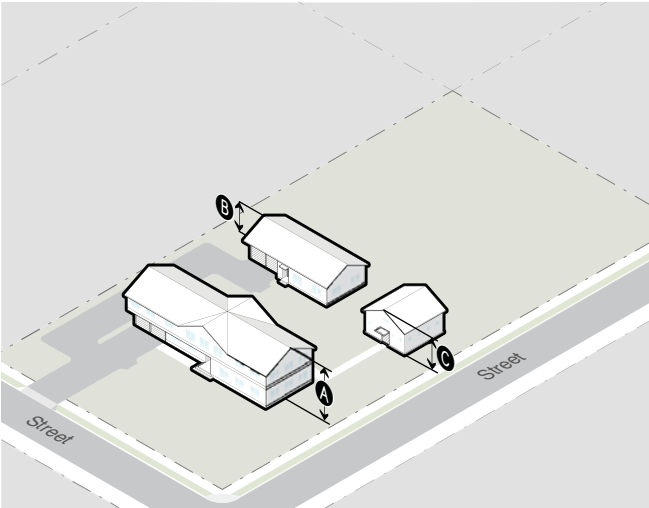
All site development, excluding driveways, sidewalks, or parking.

Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	1

Landscaping (Div. 5.5.)

Landscape surface ratio (min)	.60
Plant units (min)	
Residential	1 per lot
Nonresidential	1 per 1,000 sf of landscape area
Parking lot (all uses)	1 per 12 parking spaces

3. Bulk & Mass Standards



Design Guidelines (Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height	(Sec. 9.4.9.)
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26' A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28' A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30' A
Accessory Structure Height	(Sec. 9.4.9.)
Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' C
Scale of Development	(Sec. 9.4.13.)
Floor area ratio (FAR max)	.40
Individual building (max gross floor area)	10,000 sf

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.3.B.1 AND 2.2.3.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 2 (NL-2) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

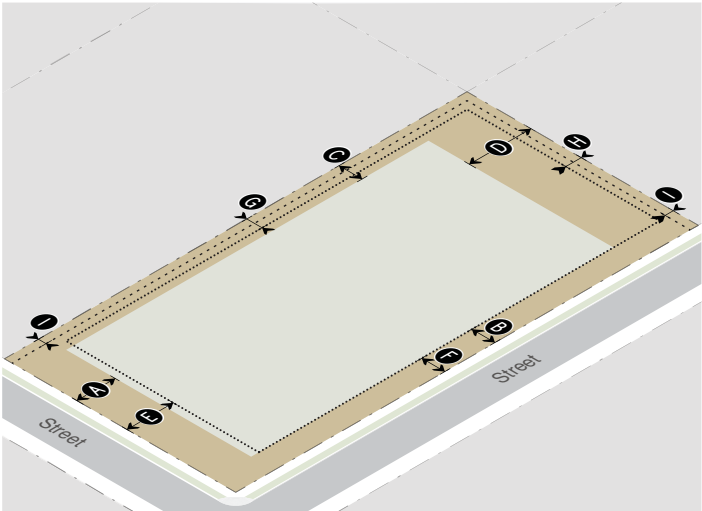
SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.3.B.1 AND 2.2.3.B.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.3. NL-2: Neighborhood Low Density-2 (P18-314)

B. Physical Development

1. Lot Standards

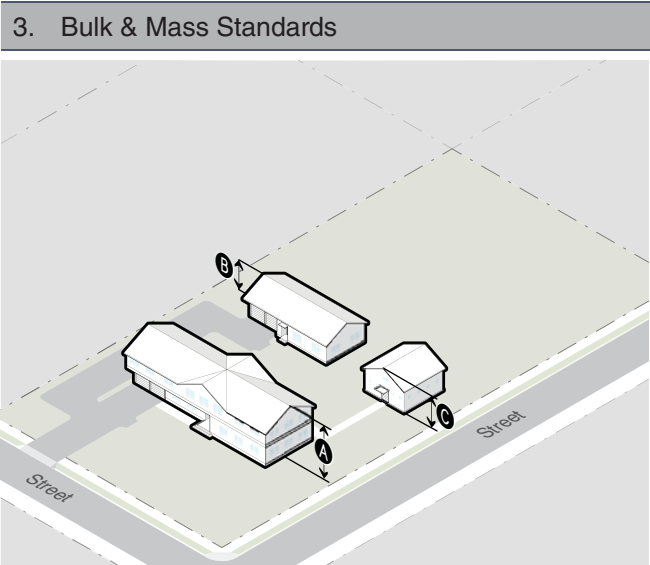


Primary Building Setbacks	(Sec. 9.4.8.)
Primary street (min)	25' A
Secondary street (min)	15' B
Side interior (min)	15' C
Rear (min)	25' D
Accessory Structure Setbacks	(Sec. 9.4.8.)
Primary street (min)	30' E
Secondary street (min)	15' F
Side interior/rear (min)	10' G
Rear (min)	10' H

Site Development Setbacks

All site development, excluding driveways, sidewalks, or parking.

Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	1
Landscaping (Div. 5.5.)		
Landscape surface ratio (min)	.60	
Plant units (min)		
Residential	1 per lot	
Nonresidential	1 per 1,000 sf of landscape area	
Parking lot (all uses)	1 per 12 parking spaces	



Design Guidelines (Div. 5.8.)	
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.	
Primary Building Height (Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26' A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28' A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30' A
Accessory Structure Height (Sec. 9.4.9.)	
Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' C
Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	10,000 sf

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), AND SECTIONS 2.2.4.B.1 AND 2.2.4.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 3 (NL-3) ZONE RELATED TO SITE DEVELOPMENT SETBACKS AND HEIGHT , AND PROVIDING FOR AN EFFECTIVE DATE.

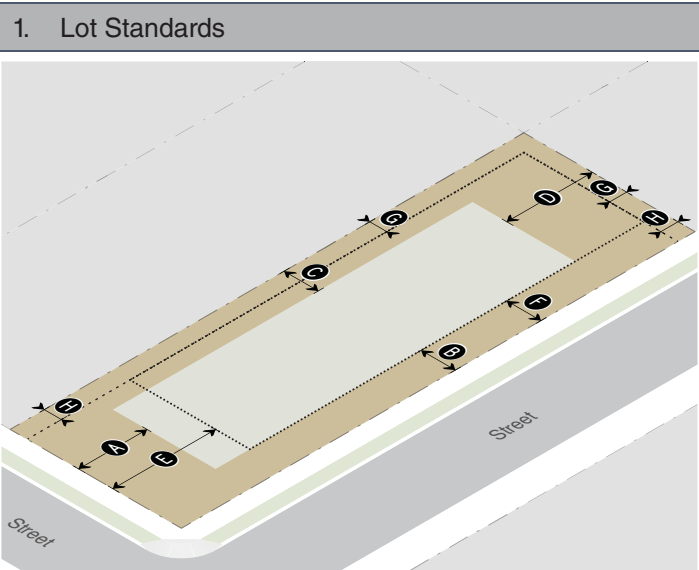
BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.4.B.1 AND 2.2.4.B.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.4. NL-3: Neighborhood Low Density-3 (P18-314)

B. Physical Development

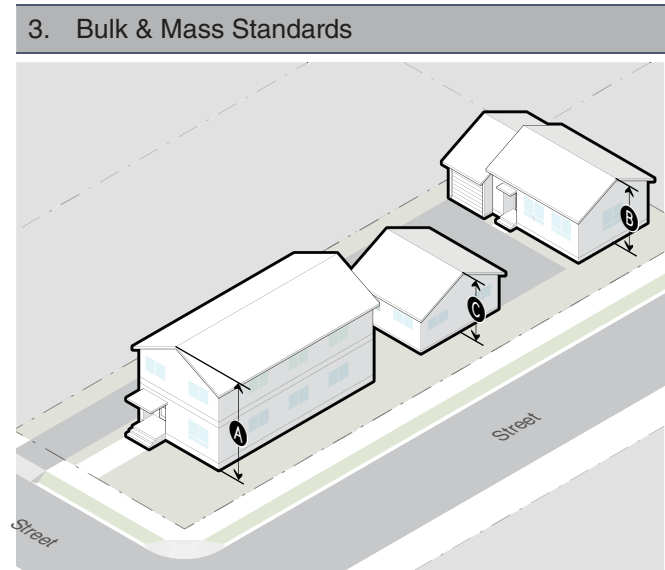


Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	25'	D
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)		G
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	

Site Development Setbacks

All site development, excluding driveways, sidewalks, or parking.

Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5' H
Landscaping	(Div. 5.5.)
Landscape surface ratio (min)	.45
Plant units (min)	1 per lot



Design Guidelines (Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height	(Sec. 9.4.9.)
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26' A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28' A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30' A
Accessory Structure Height	(Sec. 9.4.9.)
Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14' C
Scale of Development	(Sec. 9.4.13.)
Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	n/a

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.5.B.1, 2.2.5.B.2, AND 2.2.5.B.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONSTO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 4 (NL-4) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS STANDARDS, AND HEIGHT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

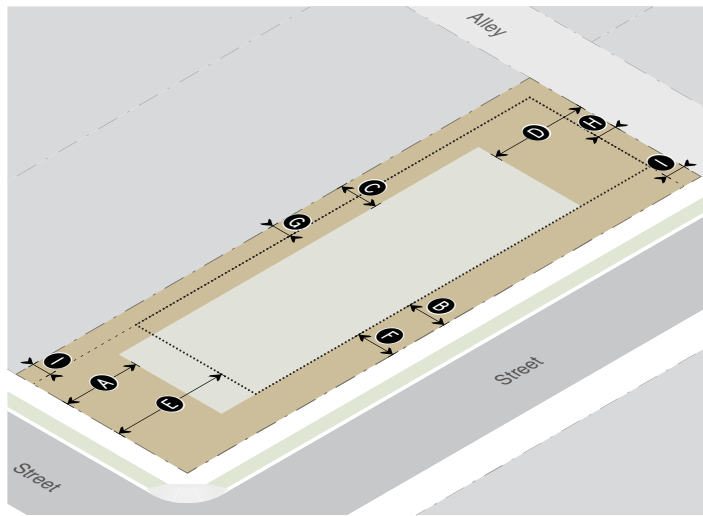
SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.5.B.1, 2.2.5.B.2 and 2.2.5.B.3 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.5. NL-4: Neighborhood Low Density-4 (P18-314)

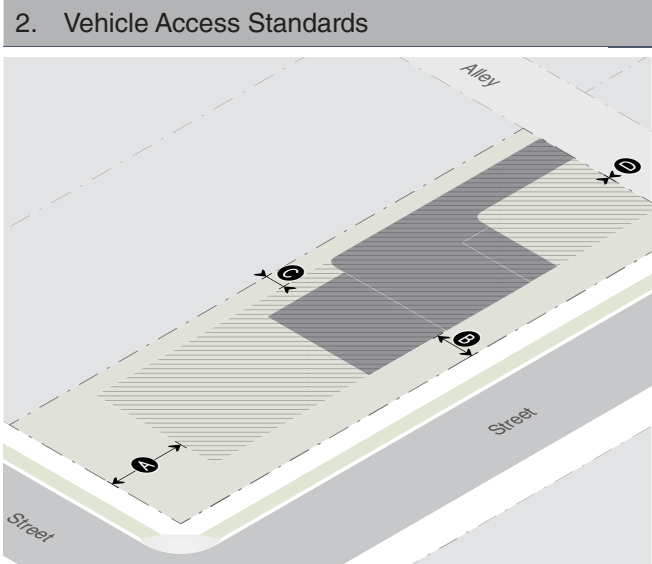
B. Physical Development

1. Lot Standards



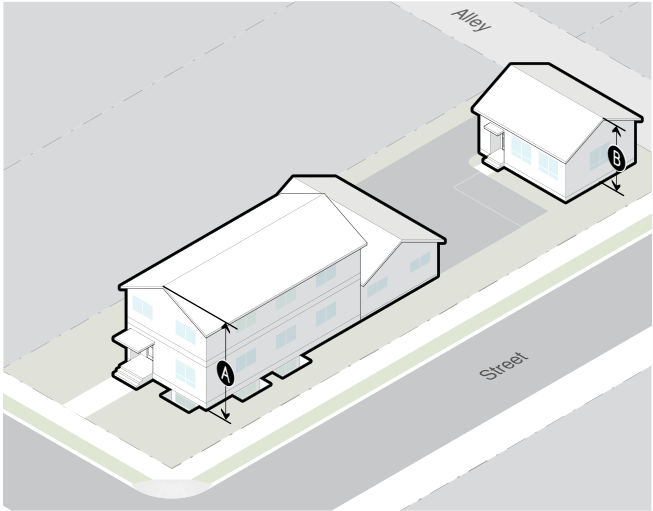
Primary Building Setbacks	(Sec. 9.4.8.)
Primary street (min)	20' A
Secondary street (min)	10' B
Side interior (min)	10' C
Rear (min)	25' D
Accessory Structure Setbacks	(Sec. 9.4.8.)
Primary street (min)	30' E
Secondary street (min)	10' F
Side interior/rear (min)	G H
> 14 feet in height	10'
≤ 14 feet in height	5'
Second floor deck	10'

Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	1
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	.45	
Plant units (min)	1 per lot	



Access		
Primary street	Allowed	
Secondary street	Allowed	
Alley	Allowed	
Curb-cut width (max)	20' or 40% of lot frontage, whichever is less	A
Driveway width in primary/secondary street setback (max)	20'	B
Parking Setbacks		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	5'	C
Rear (min)	5'	
Rear alley (min)	2'	D
* Excludes 20' max driveway allowed in primary/secondary street setback		

3. Bulk & Mass Standards



Design Guidelines (Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height (Sec. 9.4.9.)	
Height (max): roof pitch $\leq 3/12$	2 stories, not to exceed 26' A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28' A
Height (max): roof pitch $\geq 6/12$	2 stories, not to exceed 30' A
Accessory Structure Height (Sec. 9.4.9.)	
Accessory residential unit (max)	2 stories, not to exceed 26' B
All other accessory structures (max)	14'
Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	.40
Individual Building (max gross floor area)	n/a

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE F

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.6.B.1, 2.2.6.B.3, 2.2.6.C.1, 2.2.6.E.1, AND 2.2.6.E.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD LOW DENSITY - 5 (NL-5) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, HEIGHT, ACCESSORY RESIDENTIAL UNITS, AND APARTMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

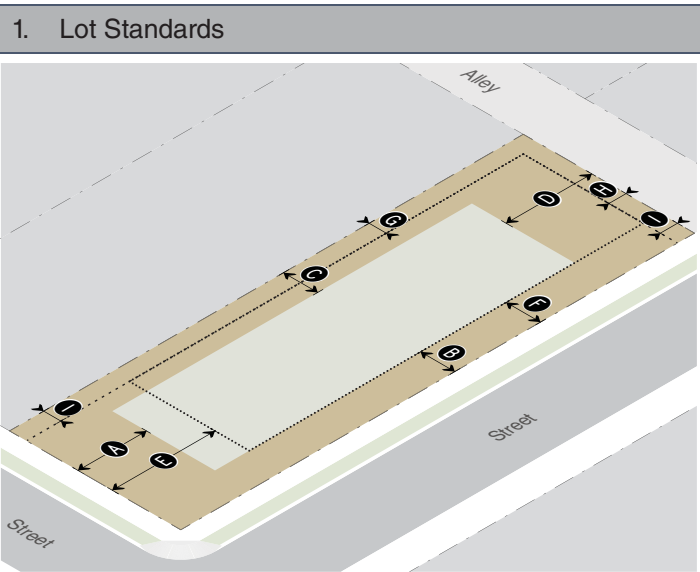
BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.6.B.1, 2.2.6.B.3, 2.2.6.C.1, 2.2.6.E.1, and 2.2.6.E.2 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

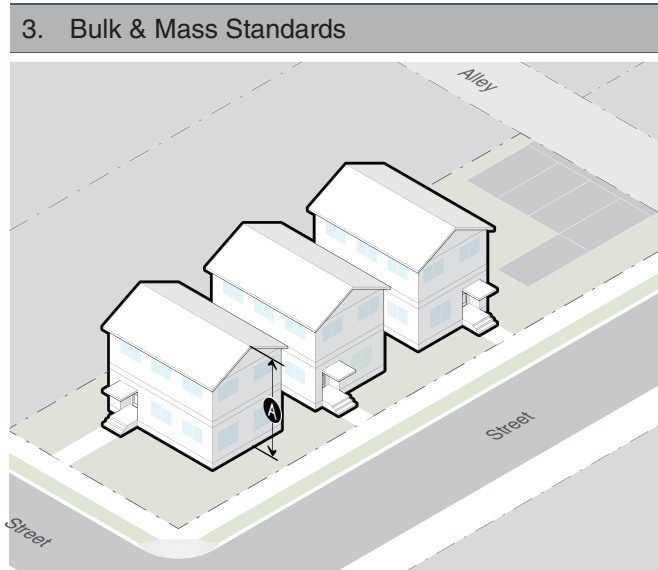
Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.6. NL-5: Neighborhood Low Density-5 (P18-314)

B. Physical Development



Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	B
Rear (min)	10'	D
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I

Landscaping (Div. 5.5.)	
Landscape surface ratio (min)	
1 unit	.45
2 units	.35
3 units	.30
All other allowed uses	.45
Plant units (min)	
Residential	1 per lot
Nonresidential	1 per 1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces



Design Guidelines (Div. 5.8.)	
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.	
Primary Building Height (Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26' A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28' A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30' A
Accessory Structure Height (Sec. 9.4.9.)	
All other accessory structures (max)	14'
Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	
1 unit	.30
2 units	.35
3 units	.40
All other allowed uses	.40
Individual Building (max gross floor area)	10,000 sf

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.) (E.1.)	Y	E.	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.2.)	B	E.		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000246 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000246 * sf
Accessory Uses					
Accessory Residential Unit (Sec. 6.1.11) (E.1) (E.2)	B	2 units per lot	E.1	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), C=Conditional Use Permit (Sec. 8.4.2.),

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. **Single-Family Detached, Apartment, or ARU.** No more than 3 units of any combination are permitted on the lot.
2. **Apartment and ARU Occupancy.** Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE G

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.7.B.1, 2.2.7.B.2, 2.2.7.B.3, 2.2.7.C.1, AND 2.2.7.D.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD MEDIUM DENSITY - 1 (NM-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, FLOOR AREA RATIO, DENSITY, AND SUBDIVISION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

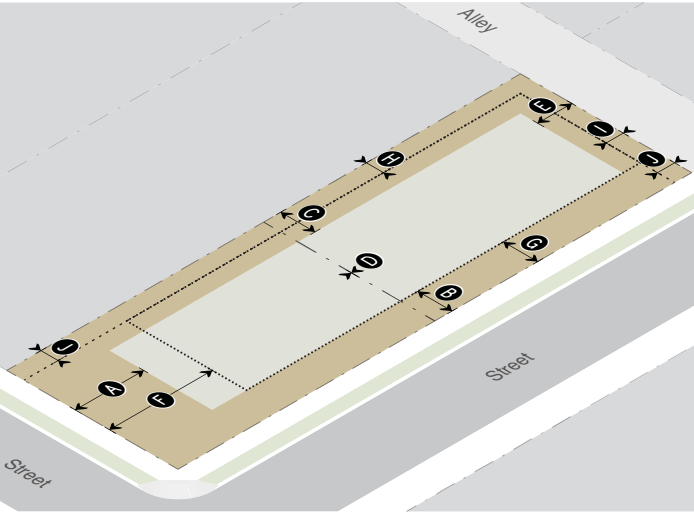
SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.7.B.1, 2.2.7.B.2, 2.2.7.B.3, 2.2.7.C.1, and 2.2.7.D.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.7. NM-1: Neighborhood Medium Density-1 (P18-314)

B. Physical Development

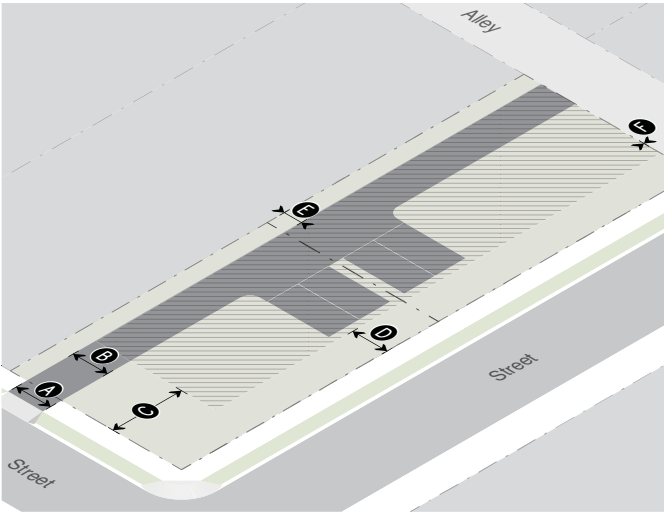
1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Duplex interior (min)	0'	D
Rear (min)	10'	
Rear alley (min)	10'	E
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	F
Secondary street (min)	10'	G
Side interior/rear* (min)		H
>14 feet in height	10'	
≤14 feet in height	5'	
Second floor deck	10'	
Rear alley (min)	10'	I
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	J

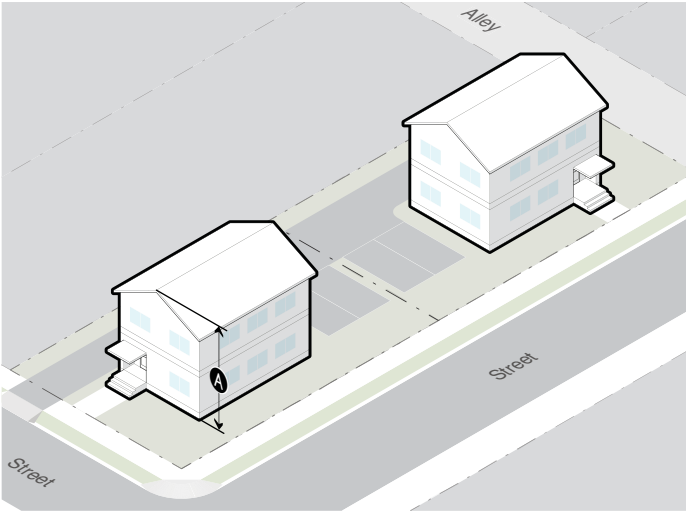
Landscaping (Div. 5.5.)		
Landscape surface ratio (min)	<7,500 sf	≥7,500 sf
Single-family detached	.50	.45
Single-family attached	.50	n/a
Apartment	n/a	.40
LSR decrease for each ARU	.10	.10
All other uses	.50	.45
Plant units (min)	1 per lot	

2. Vehicle Access Standards



	SFD/SFA Lot width ≤25'	SFD/SFA Lot width >25'	All Other Uses	
Access				
Primary street	Allowed	Allowed	Allowed	
Secondary street	Allowed	Allowed	Allowed	
Alley	Required	Allowed	Allowed	
Curb-cut width (max)	Not allowed	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	A
Driveway width in primary/secondary street setback (max)	Not allowed	20'	20'	B
Parking Setbacks				
Primary street (min)	20'*	20'*	20'*	C
Secondary street (min)	10'	1	10'*	D
Side interior (min)	5'	5'	5'	E
Rear (min)	5'	5'	5'	
Rear alley (min)	2'	2'	2'	F
* Excludes 20' max driveway allowed in primary/secondary street setback				

3. Bulk & Mass Standards



Design Guidelines

(Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height

(Sec. 9.4.9.)

Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26'	A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28'	A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30'	A

Accessory Structure Height

(Sec. 9.4.9.)

Accessory residential unit (max)	2 stories, not to exceed 26'
All other accessory structures (max)	14'

Scale of Development

(Sec. 9.4.13.)

Floor area ratio (FAR max)	<7,500 sf	≥7,500 sf
Single-family detached	.40	.40
Single-family attached	.40	n/a
Townhouse detached	n/a	.40
Apartment		.40
FAR increase for each ARU	.10	.05
All other uses	n/a	.40

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	E.1	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Attached Single-Family Unit (6.1.4.C.)	B	1 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.1.)	B	E.1			$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	exempt
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	exempt
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	E.1	(E.2.)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), C=Conditional Use Permit (Sec. 8.4.2.)

D. Development Options and Subdivision

1. Development Options and Subdivision		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	3,750 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4)

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.8.B.1, 2.2.8.B.2, 2.2.8.B.3, 2.2.8.B.10, AND 2.2.8.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD MEDIUM DENSITY - 2 (NM-2) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, DEVELOPMENT THRESHOLDS, AND DENSITY, AND PROVIDING FOR AN EFFECTIVE DATE.

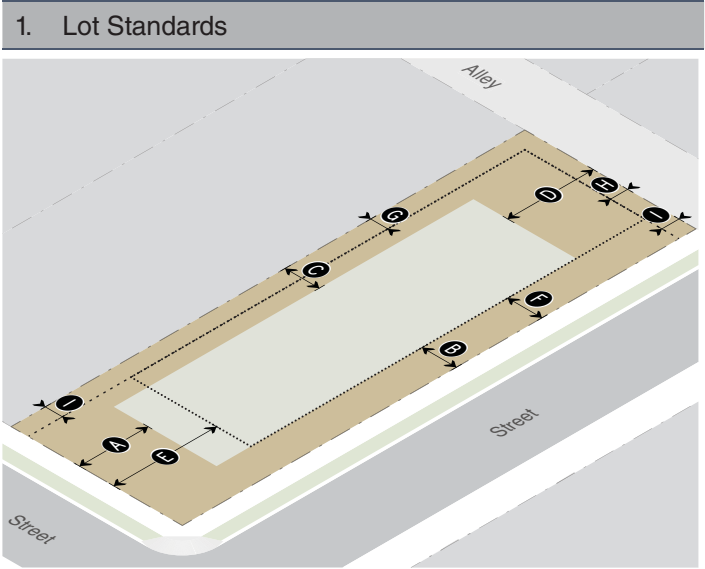
BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.8.B.1, 2.2.8.B.2, 2.2.8.B.3, 2.2.8.B.10, and 2.2.8.C.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.8. NM-2: Neighborhood Medium Density-2 (P18-314)

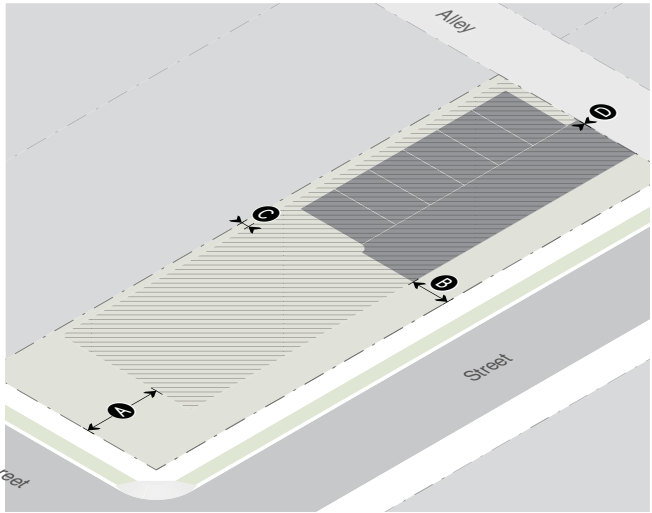
B. Physical Development



1. Lot Standards		
Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	
Rear alley (min)	10'	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I

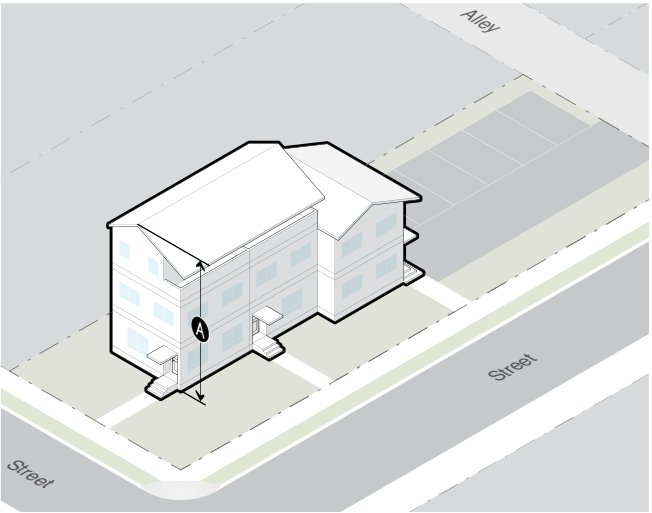
Landscaping	(Div. 5.5.)
Landscape surface ratio (min)	(9.4.6.D.)
Single-Family Detached	.45
Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot
All other allowed uses	.35
Plant units (min)	
Single-Family and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards



Access		
Primary street	Allowed	
Secondary street	Allowed	
Alley	Allowed	
Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	
Driveway width in primary/secondary street setback (max)	20'	
Parking Setbacks		
Primary street* (min)	20'	A
Secondary street* (min)	20'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D
* Excludes 20' max driveway allowed in primary/secondary street setback		

3. Bulk & Mass Standards



Primary Building Height (Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	3 stories, not to exceed 35' A
Height (max): roof pitch 4/12, 5/12	3 stories, not to exceed 37' A
Height (max): roof pitch ≥ 6/12	3 stories, not to exceed 39' A
Accessory Structure Height (Sec. 9.4.9.)	
All accessory structures (max)	14'
Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	
Single-Family Detached	.30
All other allowed uses	.40
Deed restricted housing exemption	(Sec. 7.8.3.)
Workforce housing floor area bonus	(Sec. 7.8.4.)
Individual building (max gross floor area)	10,000 sf

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit						
<5 units			X			(Sec. 5.7.1.)
5-15 units		X	X			(Sec. 5.7.1.)
> 15 units	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	n/a	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Attached Single-Family unit (6.1.4.C.) (E.1.)	B	(E.1.)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.1.)	B	(E.1.)			
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000246 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000246 * sf
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.1.), C=Conditional Use Permit (Sec. 8.4.2.)

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE I

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.9.B.1, 2.2.9.B.2, 2.2.9.B.3, 2.2.9.B.10, AND 2.2.9.E.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY - 1 (NH-1) ZONE RELATED TO SITE DEVELOPMENT SETBACKS, VEHICLE ACCESS, HEIGHT, DEVELOPMENT THRESHOLDS, AND DENSITY, AND PROVIDING FOR AN EFFECTIVE DATE.

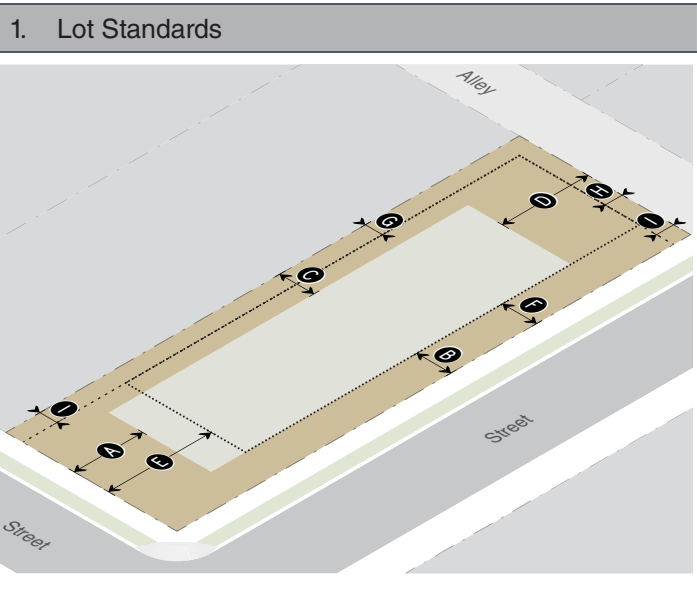
BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.9.B.1, 2.2.9.B.2, 2.2.9.B.3, 2.2.9.B.10, and 2.2.9.E.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones
2.2.9. NH-1: Neighborhood High Density 1 (P18-314)

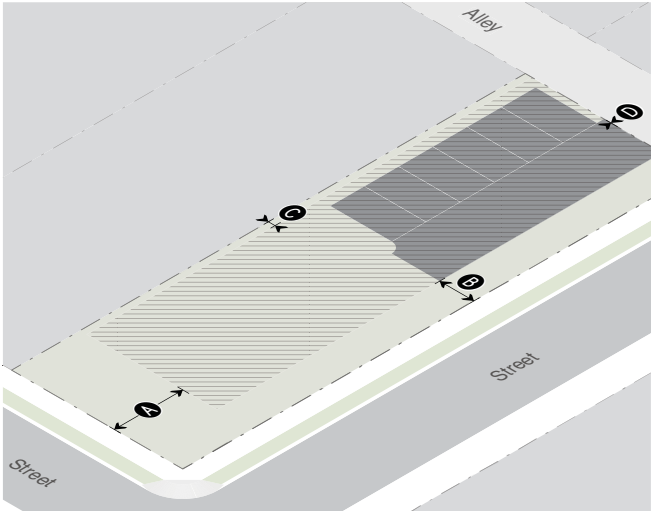
B. Physical Development



Landscaping (Div. 5.5.)	
Landscape surface ratio (min)	(9.4.6.D.)
Apartments/ Single-Family Attached	.21 & 70% in front 1/3 of lot
All other allowed uses	.30
Plant units (min)	
Single-Family and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

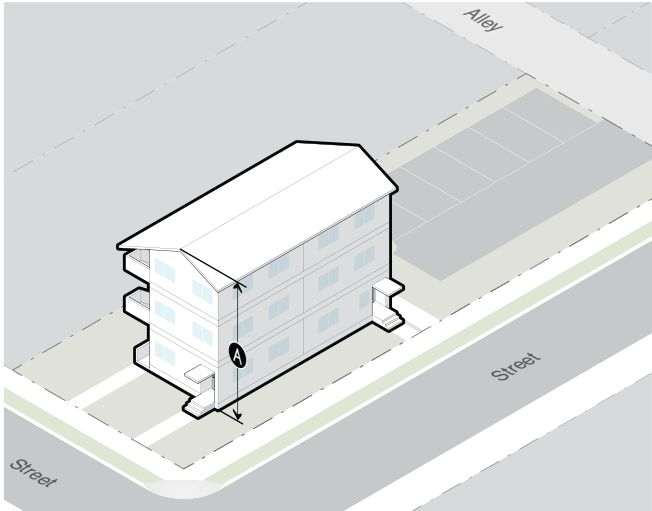
Primary Building Setbacks (Sec. 9.4.8.)		
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D
Accessory Structure Setbacks (Sec. 9.4.8.)		
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)	5'	G
Rear alley (min)	10'	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I

2. Vehicle Access Standards



Access		
Primary street	Allowed	
Secondary street	Allowed	
Alley	Allowed	
Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	
Driveway width in primary/secondary street setback (max)	20'	
Driveway Setbacks		
Primary street* (min)	20'	A
Secondary street* (min)	10'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D
* Excludes 20' max driveway allowed in primary/secondary street setback		

3. Bulk & Mass Standards



Design Guidelines		(Div. 5.8.)
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.		
Primary Building Height		(Sec. 9.4.9.)
Height (max): roof pitch $\leq 3/12$	3 stories, not to exceed 35'	A
Height (max): roof pitch 4/12, 5/12	3 stories, not to exceed 37'	A
Height (max): roof pitch $\geq 6/12$	3 stories, not to exceed 39'	A
Accessory Structure Height		(Sec. 9.4.9.)
All accessory structures (max)	14'	
Scale of Development		(Sec. 9.4.13.)
Floor area ratio (FAR max)	.40	
Deed restricted housing exemption	(Sec. 7.8.3.)	
Workforce housing floor area bonus	(Sec. 7.8.4.)	
Individual Building (max gross floor area)	10,000 sf	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)
Dwelling Unit						
<10 units			X			(Sec. 5.7.1.)
10-20 units		X	X			(Sec. 5.7.1.)
>20 units	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

- Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :
 - Lots approximately 5,000 sf or less: One Detached Single-Family Unit;
 - Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);
 - Lots 7,500 or larger: Three or more units (either detached or attached).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.10.B.5 AND 2.2.10.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE DOWNTOWN CORE (DC) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.10.B.5 and 2.2.10.C.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.10. DC: Downtown Core (P18-314)

B. Physical Development

5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E. 1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Attached Single-Family Unit (6.1.4.B.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	C	n/a	n/a	0.251/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	1.65/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B	12,500 sf excluding basement storage	n/a	2.25/1,000 sf	0.000431*sf
Service (6.1.6.D.)	B		n/a	1.5/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/110 sf dining area + 1/60 sf bar area	0.001197*sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/60 sf seating area or independent calculation	0.000431*sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	C	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000246*sf
Utility Facility (6.1.10.C.)		n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000246*sf
Wireless Communications Facilities (6.1.10.D.)				0.5/employee + 0.5/stored vehicle	0.000246*sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.5/employee + 0.5 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.5/1,000 sf outdoor display area + 0.5/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	2.5/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.1.) C = Conditional Use Permit (Sec. 8.4.2.) (LO) = Lodging Overlay Only

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE K

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.11.B.5 AND 2.2.11.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 1 (CR-1) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.11.B.5 and 2.2.11.C.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.11. CR-1: Commercial Residential-1 (P18-314)

B. Physical Development

5. Scenic Standards

Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Attached Single-Family Unit (6.1.4.B.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sف + (Exp(-14.17 + 1.59*Ln(sف)))/2.176
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.E.)	C	n/a	n/a	0.25/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	6,000 sf excluding basement storage	n/a	2.47/1,000 sf	0.000493*sف
Retail (6.1.6.C.)	B		n/a	3.37/1,000 sf	0.000431*sف
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000431*sف
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.001197*sف

Amusement/Recreation						
Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000431*sf	
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation	
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	independent calculation	
Institutional Uses						
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation	
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation	
Transportation/Infrastructure						
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000246*sf	
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000246*sf	
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	0.000246*sf	
Minor	B	n/a	n/a			
Accessory Uses						
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt	
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt	
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt	
Temporary Uses						
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee	exempt	
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	exempt	

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.1.) C = Conditional Use Permit (Sec. 8.4.2.)
(LO) = Lodging Overlay Only

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.12.B.5 AND 2.2.12.C.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 2 (CR-2) ZONE RELATED TO EXTERIOR LIGHTING AND PARKING STANDARDS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.12.B.5 and 2.2.12.C.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.12. CR-2: Commercial Residential-2 (P18-314)

B. Physical Development

5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Attached Single-Family Unit (6.1.4.B.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	C	n/a	n/a	0.25/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B	6,000 sf excluding basement storage	n/a	3.37/1,000 sf	0.000431*sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.001197*sf

Amusement/Recreation

Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000431*sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000246*sf
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000246*sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000246*sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit ([Sec. 8.4.1.](#)) C = Conditional Use Permit ([Sec. 8.4.2.](#))
(LO) = Lodging Overlay Only

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE M

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.13.B.6, 2.2.13.B.9, 2.2.13.C.1, 2.2.13.E.4.a.iii, 2.2.13.E.4.b AND 6.1.1.F OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE COMMERCIAL RESIDENTIAL - 3 (CR-3) ZONE RELATED TO EXTERIOR LIGHTING, DEVELOPMENT THRESHOLDS, DRIVE-IN FACILITY, AFFORDABLE WORKFORCE HOUSING, AND ALLOWED USES, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and Sections 2.2.13.B.6, 2.2.13.B.9, 2.2.13.C.1, 2.2.13.E.4.a.iii, 2.2.13.E.4.b, and 6.1.1.F of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.13. CR-3: Commercial Residential-3 (P18-314)

B. Physical Development

6. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit
Floor Area							
< 9,750 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
9,750 sf – 19,500 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
>19,500 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 30,000 sf for onl residential use	optional	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
Attached Single-Family Unit (6.1.4.B.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
Dormitory (6.1.4.F.)	B	n/a	n/a	0.25/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000493 * sf
Retail (6.1.6.C.)	B	50,000 sf excluding basement storage	n/a	3.37/1,000 sf	0.000431 * sf
Service (6.1.6.D.)	B			2.25/1,000 sf	0.000431 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.001197 * sf
Mini-Storage Warehouse (6.1.6.G.)	B	n/a	n/a	1/10 storage units + 1/employee	0.000013 * sf
Heavy Retail/Service (6.1.6.F.)(E.3.)	C	n/a	n/a	1.5/1,000 sf + 2.25 per repair bay + 0.75/wash bay	0.000246 * sf
Nursery (6.1.6.H)	C	n/a	n/a	independent calculation	independent calculation
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000431 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Industrial Uses					
Light Industry (6.1.9.B.) (E.3.)	C	n/a	n/a	0.75/1,000sf + 0.75/company vehicle	0.000246 * sf
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000246 * sf
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000246 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000246 * sf

Accessory Uses						
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU		exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a		exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off		exempt
Drive-in Facility (6.1.11.H)	B	n/a	n/a	3 que spaces per service lane		exempt
Temporary Uses						
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee		exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area		exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.1.) C = Conditional Use Permit (Sec. 8.4.2.)

E. Additional Zone-Specific Standards

4. Workforce Housing Incentive for Additional Height. A structure may be 48' in height and four stories provided the following criteria are met.
- a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required by Division 6.3 but shall not be used to meet the affordable housing requirement for the project.
 - b. The project shall provide the affordable housing required by Division 6.3 on site.

Article 6. Use Standards Applicable in All Zones | Div. 6.1. Allowed Uses 6.1.1. Use Schedule (P18-314)

F. Use Schedule

The use schedule is established in the following tables.

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Open Space															6.1.2.
Agriculture	B	B					-		--	--	--	--	--	--	6.1.3.B.
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.3.C.
Residential															6.1.4.
Detached Single-Family Unit	Y	Y			Y ^z	Y	Y	Y	--	--	--	--	--	--	6.1.4.B.
Attached Single-Family Unit	--	--	--	--	--	B	B ^z	B	B					--	6.1.4.C.
Apartment	--	--	--	--	B ^z	B	B ^z	B	B					--	6.1.4.D.
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.4.E.
Dormitory	--	--	--	--	C	C	B	C	C			B	C	--	6.1.4.F.
Group Home	C ^z	C ^z	--	--	C	C	B	C	C					--	6.1.4.G.
Lodging															6.1.5.
Conventional Lodging	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--	6.1.5.B.
Short-Term Rental Unit	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--	6.1.5.C.
Commercial															6.1.6.
Office	--	--	--	--	--	--	--	--	B	B				--	6.1.6.B.
Retail	--	--	--	--	--	--	--	--	B	B			B ^z	--	6.1.6.C.
Service	--	--	--	--	--	--	--	--	B	B			B ^z	--	6.1.6.D.
Restaurant/Bar	--	--	--	--	--	--	--	--	B	B			-	--	6.1.6.E.
Heavy Retail/Service	--	--	--	--	--	--	--	--	--	--	--	CB ^z	--	--	6.1.6.F.
Mini-Storage Ware-house	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.6.G.
Nursery	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.6.H.
Amusement/Recreation															6.1.7.
Amusement	--	--	--	--	--	--	--	--	B	B			-	--	6.1.7.B.
Developed Recreation	--	--	--	--	--	--	--	--	B	B			-	--	6.1.7.D.
Outfitter/Tour Operator	--	--	--	--	--	--	--	--	C	B	B	B	--	--	6.1.7.E.
Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--		--	--	6.1.7.F.
Institutional															6.1.8.
Assembly	C	C	--	--	C	--	C	C						--	6.1.8.B.
Daycare/Education	--	--	--	--	--	--	--	--	B	B				--	6.1.8.C.

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed
B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required
^z = Use subject to zone specific standards

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Industrial															6.1.9.
Light Industry	--	--	--	--	--	--	--	--	--	--	--	B ^z	--	--	6.1.9.B.
Heavy Industry	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.C.
Disposal	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.D.
Transportation/Infrastructure															6.1.10.
Parking	--	--	--	--	--	--	--	--	C	C			--	--	6.1.10.B.
Utility Facility	C	C												--	6.1.10.C.
Wireless Communication Facilities															
Minor	B	B												--	6.1.10.D.
Major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Heliport	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.10.E.
Accessory Uses															6.1.11.
Accessory Residential Unit	B ^z	B ^z	B ^z	B ^z	--	B ^z	--	--	B	B				--	6.1.11.B.
Bed and Breakfast	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.11.C.
Home Occupation	B	B												--	6.1.11.D.
Home Business	C	C							--	--	--	--	--	--	6.1.11.E.
Family Home Daycare	B	B												--	6.1.11.F.
Home Daycare Center	C	C	--	--	C	--	C	C	--	--	--	--	--	--	6.1.11.G.
Drive-In Facility	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.11.H.
Temporary Uses															6.1.12.
Christmas Tree Sales	--	--	--	--	--	--	--	--	Y	Y			--	--	6.1.12.B.
Real Estate Sales Office	--	--	--	--	--	--	--	--	--	--	--		--	--	6.1.12.C.
Temporary Shelter	B	B							-	--	--	--	--	--	6.1.12.D.
Farm Stand	--	--	--	--	--	--	--	--	B	B			-	--	6.1.12.E.
Temp. Gravel Extraction and Processing	B	B							-	--	--	--	--	--	6.1.12.F.

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed
 B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required
^z = Use subject to zone specific standards

Use Schedule: Town Legacy Zones								
USE CATEGORY	Complete Neighborhood Zones				Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ	
Open Space								<u>6.1.2.</u>
Agriculture	--	--	--	--	B	Y	Y	<u>6.1.3.B.</u>
Outdoor Recreation	--	--	C	--	C	C	C	<u>6.1.3.C.</u>
Residential								<u>6.1.4.</u>
Detached Single-Family Unit	--	Y	--	--	Y	--	--	<u>6.1.4.B.</u>
Attached Single-Family Unit	--	B ^z	--	--	--	--	--	<u>6.1.4.C.</u>
Apartment	--	B ^z	--	--	--	--	--	<u>6.1.4.D.</u>
Mobile Home	--	--	--	B ^z	--	--	--	<u>6.1.4.E.</u>
Dormitory	--	C	--	--	C	C	--	<u>6.1.4.F.</u>
Group Home	--	C	--	--	C ^z	C	--	<u>6.1.4.G.</u>
Lodging								<u>6.1.5.</u>
Conventional Lodging	C(LO)	B(LO)	--	--	--	--	--	<u>6.1.5.B.</u>
Short-Term Rental Unit	C(LO)	B(LO)	--	--	--	--	--	<u>6.1.5.C.</u>
Commercial								<u>6.1.6.</u>
Office	B	B	--	--	--	C	--	<u>6.1.6.B.</u>
Retail	B	B	--	--	--	--	--	<u>6.1.6.C.</u>
Service	B	B	--	--	--	C	--	<u>6.1.6.D.</u>
Restaurant/Bar	B	B	--	--	--	--	--	<u>6.1.6.E.</u>
Heavy Retail/Service	--	--	B	--	--	C	--	<u>6.1.6.F.</u>
Mini-Storage Warehouse	--	--	B	--	--	C	--	<u>6.1.6.G.</u>
Nursery	--	--	C	--	C	--	--	<u>6.1.6.H.</u>
Amusement/Recreation								<u>6.1.7.</u>
Amusement	C	C	--	--	--	--	--	<u>6.1.7.B.</u>
Developed Recreation	--	B	C	--	--	C	--	<u>6.1.7.D.</u>
Outfitter/Tour Operator	--	C	C	--	--	--	--	<u>6.1.7.E.</u>
Adult Entertainment Business	--	--	C	--	--	--	--	<u>6.1.7.F.</u>
Institutional								<u>6.1.8.</u>
Assembly	--	C	C	--	C	C	--	<u>6.1.8.B.</u>
Daycare/Education	--	B	C	--	--	C	--	<u>6.1.8.C.</u>

Key: Y = Use allowed, no use permit required -- = Use not allowed ^z = Use subject to zone specific standards
 (LO) = Only allowed in Lodging Overlay (OF) = Only allowed in Office Overlay
 B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required

Use Schedule: Town Legacy Zones								
USE CATEGORY	Complete Neighborhood Zones				Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ	
Industrial								<u>6.1.9.</u>
Light Industry	--	--	B	--	--	C	--	<u>6.1.9.B.</u>
Heavy Industry	--	--	C	--	--	C	--	<u>6.1.9.C.</u>
Disposal	--	--	C	--	--	C	--	<u>6.1.9.D.</u>
Transportation/Infrastructure								<u>6.1.10.</u>
Parking	--	--	--	--	--	C	--	<u>6.1.10.B.</u>
Utility Facility	--	C	C					<u>6.1.10.C.</u>
Wireless Communication Facilities								
Minor	B	B						<u>6.1.10.D.</u>
Major	--	--	C	--	--	C	C	
Heliport	--	--	C	--	--	C	--	<u>6.1.10.E.</u>
Accessory Uses								<u>6.1.11.</u>
Accessory Residential Unit	B	B	C	--	B	B	--	<u>6.1.11.B.</u>
Bed and Breakfast	--	B(LO)	--	--	--	--	--	<u>6.1.11.C.</u>
Home Occupation	B	B					-	<u>6.1.11.D.</u>
Home Business	--	B	--	--	C	--	--	<u>6.1.11.E.</u>
Family Home Daycare	--	B	B	--	B	--	--	<u>6.1.11.F.</u>
Home Daycare Center	--	B	C	--	--	B	--	<u>6.1.11.G.</u>
Drive-In Facility	--	B	--	--	--	--	--	<u>6.1.11.H.</u>
Temporary Uses								<u>6.1.12.</u>
Christmas Tree Sales	--	Y	Y	--	Y	Y	Y	<u>6.1.12.B.</u>
Real Estate Sales Office	--	--	B	--	B	--	--	<u>6.1.12.C.</u>
Temporary Shelter	--	B	--	B	B	--	--	<u>6.1.12.D.</u>
Farm Stand	--	B	--	--	B	B	--	<u>6.1.12.E.</u>
Temp. Gravel Extraction and Processing	--	B	B					<u>6.1.12.F.</u>

Key: Y = Use allowed, no use permit required -- = Use not allowed ^z = Use subject to zone specific standards
 (LO) = Only allowed in Lodging Overlay (OF) = Only allowed in Office Overlay
 B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE N

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 2.2.14.B.1 AND 2.2.14.B.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS IN THE OFFICE RESIDENTIAL (OR) ZONE RELATED TO FENCING AND EXTERIOR LIGHTING, AND PROVIDING FOR AN EFFECTIVE DATE.

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

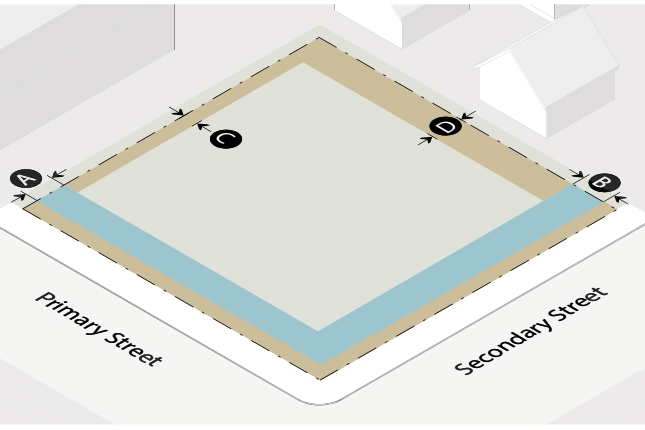
SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 2.2.14.B.1 and 2.2.14.B.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 2. Complete Neighborhood Zones | Div. 2.2. Complete Neighborhood Character Zones 2.2.14. OR: Office Residential (P18-314)

B. Physical Development

1. Lot Standards



Building Setbacks		Sec. 9.4.8.
Primary street setback range (min-max)	5' - 15'	A
Secondary street setback range (min-max)	5' - 15'	B
Side interior (min)	5'	C
Rear (min)	10'	D
Abutting protected zone (min)	10'	
Landscaping		Div. 5.5.
Landscape surface ratio (min)	20%	
Plant Units		
All uses	1/1,000 sf of landscape area	
Parking lot (all uses)	1/12 parking spaces	
Fencing		
Height in any primary or secondary street yard (max)	4'	
Height in interior side or rear yard (max)	6'	
Setback from pedestrian frontage (min)	1'	
Setback from side or rear lot line (min)	0'	

Parking Setbacks		Sec. 9.4.8.
Primary street, above ground (min)	30'	
Secondary street, surface parking (min)	10'	
Secondary street, tuck-under, enclosed, or structured parking (min)	5'	
Access		
Curb cut width (max)	24'	

5. Scenic Standards	
Exterior Lighting	(Sec. 5.3.1.)
Light trespass is prohibited.	
All lights over 600 lumens shall be fully shielded.	
Max lumens per sf of site development	3
Lumens per site (max)	
All fixtures	100,000
Unshielded fixtures	5,500
Light Color	≤3000 Kelvin
Scenic Resource Overlay (SRO)	(Sec. 5.3.2.)

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART), AND SECTIONS 5.7.1.D.4 AND 5.7.1.D.5 OF TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY AND CORRECT REQUIREMENTS FOR GRADING PERMITS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section I of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to amend Sections 5.7.1.D.4 and 5.7.1.D.5 of the Town of Jackson Land Development Regulations to read as follows:

Article 5. Physical Development Standards Applicable in All Zones | Div. 5.7. Grading, Erosion Control, and Stormwater Management 5.7.1. Purpose and Applicability (P18-314)

D. Grading Permit Required

4. Required Permit. The table below establishes the type of grading permit required for various grading proposals. The required permit shall be the most rigorous requirement that applies to the proposal.

EXAMPLE: A proposal that would result in 41% impervious surface coverage or more requires a Grading Plan regardless of the amount of disturbance or slope.

Required Grading Permit Submittal			
Grading Proposal	Required Grading Permit		
	Exempt	Statement Level	Plan Level
Disturbance location	See below	See below	Within required yards
Total site proposed impervious surface	See below	See below	≥ 41%
Total land disturbance	See below	≥ 600 sf and <3,000 sf	≥ 3,000 sf
Disturbance of slopes ≤ 5%	< 600 sf	≥ 600 sf and < 3,000 sf	≥ 3,000 sf
Disturbance of slopes > 5% & ≤ 15%	< 400 sf	≥ 400 sf and < 1,000 sf	≥ 1,000 sf
Disturbance of slopes > 15%	n/a	≤ 800sf	> 800 s
For Plan Level Grading proposals submitted as a grading permit or consolidated with a building permit, a preapplication meeting is required prior to application for a permit.			

5. **Permit Exemptions.** Grading proposals exempt below or in Sec. 5.7.1. shall be exempt from the requirements to obtain a Grading Permit; however, all activities shall comply with the standards of this Division regardless of whether or not a permit is required. In addition to the exemptions established in Sec. 5.7.1. the following activities shall be exempt from the requirement to obtain a Grading Permit:
- a. **Agricultural Activities.** Earthmoving operations occurring on natural slopes that are less than 25%, which are commonly associated with agricultural use, construction and maintenance of field access improvements, and construction and maintenance of irrigation systems.
 - b. **Emergency Flood Control Work.** A grading permit is not required prior to earthmoving operations occurring as emergency flood control measures; however, an after-the-fact grading permit is required to document the grading completed.
 - c. **Gardening and landscaping that does not alter the grade or increase impervious areas.**

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 7.2.2.A.6.c OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO AMEND THE WARRANTY PERIOD FOR SUBDIVISION IMPROVEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and section 7.2.2.A.6.c of the Town of Jackson Land Development Regulations are hereby amended and reenacted as follows:

Article 7. Development Option and Subdivision Standards Applicable in all Zones | Div. 7.2 Subdivision Standards

Section 7.2.2. Standards Applicable to all Subdivision (P18-314)

A. Subdivision Improvements

6. Acceptance by Town

- c. Responsibility to Maintain.** Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the developer shall be subject to a two year warranty on the construction of the improvements from the time of acceptance by the Town.

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Sandy Birdyshaw, Town Clerk

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 7.6.3.G.2 AND 7.6.3.H.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY STANDARDS FOR PRIVATE ROADS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 7.6.3.G.2 and 7.6.3.H.1 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 7. Development Option and Subdivision Standards Applicable in All Zones | Division 7.6 Transportation Facility Standards

Section 7.6.3. Streets, Alleys, and Easements (P18-314)

G. Right of Way

- 2. Minimum Widths. In accordance with the street standards for all public ways hereafter dedicated and accepted, the minimum right-of-way widths for streets, alleys or pedestrian ways included in any subdivision shall not be less than the minimum dimensions for each classification listed in the table below, and shall be in accordance with the Comprehensive Plan

Right-of-Way Widths			
	Design Speed (mph)	Capacity Average Daily Traffic (ADT)	R.O.W.
Major Arterial ⁵⁵ (limited access)		8,000 and up	100'
Minor arterial	45	3,500 - 8,000	80'
Collector	35	1,500 - 3,500	66'
Collector - Hillside	30	1,500 - 3,500	60'
Local	25	up to 1,500	60'
Local - Hillside	20	up to 1,500	50'
Cul-de-sac	25	up to 1,500	65' radius
Alley	15		25'
Private Road	15		30'
Pathway			20'
Pedestrian way			6'

- 3. Drainage Easement. A drainage easement, in addition to the provided street right-of-way width, may be required where streets parallel streams or drainage areas.
- 4. Drainage Easement Width. The widths of such drainage easements shall be determined by the Town Engineer subject to an approved drainage plan.

H. Pavement Widths and Thickness

- 1. Widths. Street widths shall be in accordance with the table below.
 - a. Alleys. Alleys shall have a minimum pavement width of 20 feet.
 - b. Off-Street Pedestrian Ways. Off-street pedestrian ways shall have minimum pavement width of 5 feet.

- c. Turning, Acceleration, and Deceleration Lanes. Street turn-lanes provided at intersections and acceleration/deceleration lanes shall be 10 feet wide.
- d. Pathways. Bicycle ways shall have a minimum pavement width of 8 feet. Where bicycles and pedestrian paths are combined, the minimum width is 10 feet.
- e. Variations. Variations in paving widths are given to provide flexibility, reduce costs and reduce pavement areas. However, consistency within a continuous right-of-way is required.

Street Widths (feet)				
	Paved Travel Way	Paved Parking Lane	Paved Shoulder (no pkg)	Graded Shoulder (no curb)
Major Arterial (limited access)	24	n/a	8	2
Minor arterial	24	n/a	6	2
Collector	24	10	6	2
Collector - Hillside	22	9	4	2
Local	20	9	2	2
Local - Hillside	20	9	2	2
Private Road	20'	0'	0'	0'
Cul-de-sac	50 radius	n/a	n/a	n/a

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

ORDINANCE R

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTION 8.10.8.D OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY THE QUALIFICATIONS FOR A HEARING OFFICER, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and section 8.10.8.D of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 8. Administrative Procedures | Division 8.10 Duties and Responsibilities

Section 8.10.8 Hearing Officer (P18-314)

D) Minimum Qualifications

A Hearing Officer shall have the following minimum qualifications:

- 1) Hold an active license to practice law in the State of Wyoming;
- 2) Knowledge of administrative, environmental, and land use planning law and procedures;
- 3) Familiarity with these LDRs; and
- 4) Hold no other appointive or elective public office or position in the Town government during the period of appointment, except that of Municipal Judge or Alternative Municipal Judge.

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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Sandy Birdyshaw, Town Clerk

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) AND SECTIONS 9.4.6.D.1 AND 9.4.8.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO CLARIFY MEASUREMENT OF LANDSCAPE SURFACE RATIO AND STREET SETBACKS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) and sections 9.4.6.D.1 and 9.4.8.E of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Article 9. Definitions | Div. 9.4. Rules of Measurement

9.4.6. Density/Intensity (P18-314)

D. Landscape Surface Ratio (LSR)/Minimum Landscape Surface Area

1. The landscape surface ratio (LSR) is calculated by dividing the landscape surface area by the base site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.). However, for properties that include private or public road easements, the LSR calculation shall be based on the area of the property excluding the road easement and no hardscape within the road easement shall count against the required LSR.

EXAMPLE: A property that has 6,000 square feet of landscape surface area and a base site area of 24,000 square feet has an LSR of .25 ($6,000/24,000 = .25$). Unless otherwise defined in these LDRs, the minimum required amount of landscape surface area is calculated by multiplying the required LSR by the base site area (see Sec. 9.5.L. for definition of Landscape Surface Area).

9.4.8. Setback (P18-314)

E. Street Setback

1. Point of Measurement
 - a. **Character Zones.** In a Character Zone (Div. 2.2. & Div. 3.2.) a street setback shall be measured to the back of the pedestrian frontage, with the following exceptions:
 - i. Where no pedestrian frontage is required along a public ROW, the street setback shall be measured from the front property line.
 - ii. Where properties have no pedestrian frontage required and front a private or public road access easement, the street setback shall be measured from the edge of pavement, property line, or edge of the access easement, to be determined by the Planning Director based on consideration that include, but are not limited to, vehicular and pedestrian access, utility placement, street character, and reasonable use of the property.
 - b. **Legacy Zones.** In a Legacy Zone (Div. 2.3. & Div. 3.3.) a street setback shall be measured to any road right-of-way, roadway, vehicular access easement, additional width required for right-of-way purpose as established in the Master Plan for Street Improvements, or property line from which access is taken, except that a street setback shall not be measured to a driveway easement.

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.

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PASSED 1ST READING THE ____ DAY OF _____, 2019.
PASSED 2ND READING THE ____ DAY OF _____, 2019.
PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

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

Sandy Birdyshaw, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: February 19, 2019

RE: Town Manager's Report

Sales Tax

Sales tax collections year to date are 5.7% over last year. February collections are up 2.6% over the same collection period last year. Collections are currently tracking at \$747,511 more than budgeted. However, we still have March through June 2019, collections to account for before realizing any unanticipated revenue. February 2019 revenue represents collections from December 2018.

At the time of preparation of the Town Manager's Report, Lodging Tax information had not yet been received.

Consideration of Additional ADA Spaces in the Downtown

Age Friendly Jackson Hole (AFJH) is requesting and has proposed the conversion of four existing non-ADA parking spaces into ADA spaces. The mission of AFJH is to ensure and enhance accessibility and inclusivity of older adults & people of all ages and abilities in all aspects of life in Jackson Hole. AFJH believes that with an aging population of residents and tourists, more accessible spaces are necessary now and likely in the future. Over the past 2-3 years AFJH has obtained public input at the Health Fair, Senior Center, and Age Friendly Jackson Hole meetings regarding where additional accessible spaces were needed. Through this effort, AFJH compiled a list of approximately 10 locations they believe should have a parking space designated as ADA accessible. Of that list, these four locations are the ones AFJH deemed highest priority, and requested ADA space designation. With the Council's acceptance of the Town Manager's report, staff will proceed to research the four spaces in the downtown and come back to Council with fiscal and staff impacts of converting the spaces.

Human Services Planning

In January of 2017, the Board of County Commissioners (BCC) selected Health and Human Services as an area of focus for their work in 2017-2018. Discussions centered on the development of a Resource Allocation Model for use by the BCC in making funding decisions related to human services budget requests. There was recognition that such a Resource Allocation Model would require foundational information from a community Human Services Plan and corresponding System-Wide Evaluation Plan. A potential path forward was considered by the BCC and Town Council at the December 2017 Joint Information Meeting. However, due to concerns raised with the recommendation presented at that time, staff was directed to reengage with the human service sector to discuss alternate strategies.

Town and County staff and members of the Human Services Council worked together from January through September 2018 to discuss such alternate strategies. The group developed an outline of a planning process to guide the community in a shared vision for Human Services, resulting also in the development of system outcomes and a funding model to be used by Teton County and potentially the Town of Jackson. A part of that process called for the development of a “Core Committee”. In October of 2018, the BCC agreed to the process proposed and subsequently appointed two members to the Core Committee (the Director of Health and the Board of County Commissioners’ Administrator). The Town Council also appointed the Town Manager and Assistant Town Manager to serve as representatives from the Town of Jackson. A total of six members made up the Core Committee; 2 representatives from the non-profit human services sector, 2 from the Town of Jackson, and 2 from Teton County. The Core Committee wrote and, in January of 2019, released a Request for Proposals for a consultant to provide Human Services Planning services. Seven (7) responses were received, which the Core Committee independently scored and then met to review. The committee narrowed the field to three finalists and interviewed those three firms. Based on the results of those interviews, the committee unanimously recommends the award of bid to Program and Policy Insight (PPI).

Submitting Firm	Cost Proposal
Program and Policy Insight (PPI)	\$84,801
Spark Policy Institute	\$186,660
MGT Consulting Group	\$162,575

*Chart represents finalists only, remaining bids received were \$56,600, \$56,644.67, \$99,717.60, and \$149,945

During the FY19 Budget process, the Town Council indicated a potential interest in partnering on this project, however, did not allocate any funds for the effort in FY19. While Teton County did allocate funds for FY19, PPI’s proposal does not call for work to begin until FY20. Should the BCC elect to award the bid for the project and subsequently sign a contract for services, the County’s fiscal commitment would be specific to FY20, and interim conversations could be had with the Town of Jackson to determine whether or not they would commit to being a fiscal partner.

A budget request will be included in the Town’s FY20 budget for this effort and a decision can be made at that time. The purpose of this item is to give the Town Council a heads up on the status of this initiative and what to expect for the FY20 budget request in this regard.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
February-19

Receipt Month	15/16				16/17				17/18				18/19			12 Mth Rolling Sales Avg	Month
	FY2015	FY2016	15/16 Change	Percent Change	FY2017	16/17 Change	Percent Change	FY2018	17/18 Change	Percent Change	FY2019	18/19 Change	Percent Change	Change			
Jul	\$ 621,792	\$ 713,141	\$ 91,349	14.7%	\$ 807,564	\$ 94,423	13.2%	\$ 807,972	\$ 408	0.1%	\$ 890,746	\$ 82,774	10.2%	11.1%	May		
Aug	1,249,588	1,287,639	38,051	3.0%	1,411,501	123,863	9.6%	1,551,376	139,875	9.9%	1,711,050	159,674	10.3%	11.2%	Jun		
Sep	1,488,138	1,705,468	217,330	14.6%	1,920,244	214,777	12.6%	1,971,647	51,402	2.7%	1,979,587	7,941	0.4%	10.8%	Jul		
Oct	1,513,838	1,750,353	236,515	15.6%	1,665,117	(85,236)	-4.9%	1,897,973	232,856	14.0%	1,868,746	(29,227)	-1.5%	8.7%	Aug		
Nov	1,523,192	1,420,820	(102,372)	-6.7%	1,533,746	112,925	7.9%	1,850,527	316,781	20.7%	1,877,983	27,456	1.5%	6.5%	Sep		
Dec	826,299	1,002,143	175,844	21.3%	1,046,289	44,146	4.4%	1,054,095	7,806	0.7%	1,335,327	281,232	26.7%	8.4%	Oct		
Jan	587,477	600,037	12,560	2.1%	655,026	54,989	9.2%	680,672	25,645	3.9%	745,047	64,375	9.5%	8.7%	Nov		
Feb	822,382	831,587	9,205	1.1%	1,032,128	200,542	24.1%	1,166,026	133,898	13.0%	1,195,892	29,866	2.6%	7.9%	Dec		
Mar	683,968	850,550	166,581	24.4%	947,188	96,639	11.4%	1,066,105	118,917	12.6%	-	----	---	----	Jan		
Apr	712,992	915,256	202,263	28.4%	859,580	(55,676)	-6.1%	1,041,459	181,879	21.2%	-	----	---	----	Feb		
May	815,782	842,792	27,010	3.3%	874,371	31,579	3.7%	1,010,453	136,082	15.6%	-	----	---	----	Mar		
Jun	544,020	610,312	66,292	12.2%	660,771	50,459	8.3%	728,398	67,628	10.2%	-	----	---	----	Apr		
Totals	\$ 11,389,469	\$ 12,530,098	\$ 1,140,628	10.0%	\$ 13,413,526	\$ 883,428	7.1%	\$ 14,826,704	\$ 1,413,178	10.5%	\$ 11,604,378	\$ 624,090	5.7%				

Budgeted Sales Tax for FY 2018 4.00% \$ 14,576,001
Budgeted Sales Tax Year-to-Date 4.00% 10,856,867
Actual Sales Tax Collected Year-to-Date 11,604,378
Leading (Lagging) Budget - through February \$ 747,511

Sales Tax Revenue (Budget to Actual Comparison)

