

Regular Town Council Meeting

September 16, 2024

6:00 PM

Town Council Chambers

Chair: Hailey Morton Levinson

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. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/87130471496?pwd=V6x2KTLAMEXZ1bXTe9B1y6LD6pxKIO.1>

Or join at zoom.com with Webinar ID: **871 3047 1496** and Password: **83001** or by phone: **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Childhood Cancer Awareness Week
 - 2. Hispanic Heritage Month

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Disbursements
- B. August Municipal Court Report
- C. Center Management Inc. (CMI) Approval for Capital Improvements (Tyler Sinclair)
- D. ARPA LG-1414 Grant Distribution Request for Flat Creek Apartments (Kristi Malone)

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

- A. Administration
 - 1. Options for Removal of the Mercer Cabin from Karns Meadow (Tanya Anderson)
- B. Planning & Building

Please note that at any point during the meeting, the Mayor 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.

1. Demolition Permit DEM24-007 Located at 105 E. Broadway Ave. (PM24-006) (Paul Anthony)

VI. ORDINANCES

- A. Ordinance M: An Ordinance Extending the Temporary Moratorium (Third Reading, to be designated Ordinance 1391)
- B. Ordinance N: An Ordinance Granting a Four-Month Extension of the Current CenturyLink Franchise (Second Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

Please note that at any point during the meeting, the Mayor 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.

CHILDHOOD CANCER AWARENESS WEEK PROCLAMATION
Declaring September 29-October 5 as Childhood Cancer Awareness Week

WHEREAS, on average, more than 290 children and adolescents in the U.S. are diagnosed with cancer every week; and

WHEREAS, cancer is the number one cause of death by disease for children in America; and

WHEREAS, 1 out of 6 children with cancer in America do not survive five years; and

WHEREAS, even with a more “curable” diagnosis, many children in the United States don’t have access to the medical care they need; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection along with Lions Club International provide a variety of vital patient psychosocial services to children undergoing cancer treatment at the Intermountain Primary Children's Hospital, Shriners Children's Salt Lake City, the Billings Clinic Hospital, The Children's Hospital Colorado, Rocky Mountain Children's Hospital at Presbyterian/ St Luke's in Denver, Rocky Mountain Pediatric Hematology-Oncology in Casper as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim September 29th thru October 5th as Childhood Cancer Awareness Week and encourage all members of our community to support this cause that deeply impacts families in every community across our country.

DATED THIS 16th DAY OF SEPTEMBER, 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

HISPANIC HERITAGE MONTH PROCLAMATION

WHEREAS, National Hispanic Heritage Month is observed each year from September 15 to October 15 to celebrate the histories, cultures, and contributions of people in America whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, the month includes the independence days of several Latin American countries, including Belize, Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, and Nicaragua; and

WHEREAS, President Lyndon Johnson established a celebration of a Hispanic Heritage Week in 1968, and President Ronald Reagan expanded the celebration to a month in 1988; and

WHEREAS, the Hispanic and/or Latino community is exceptionally varied and includes indigenous people from throughout the Americas; and

WHEREAS, the Latino community comprises the largest ethnic and racial group in the United States and represents over 20 percent of the Town of Jackson's population; and

WHEREAS, members of the Latino community have made countless contributions to the United States' economy and culture, serving in all branches of the Armed Forces, as dedicated public servants, and as leaders in education, healthcare, business and entrepreneurship, and every other profession; and

WHEREAS, the heritage celebration provides a wonderful opportunity to highlight the variety of the Hispanic community and its many and rich contributions to the United States, to Wyoming and to our Town; and

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson hereby commits to observe National Hispanic Heritage Month and highlight the rich pluralism of peoples and histories within the Hispanic and Latino segment of our community.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, 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
51	ACE HARDWARE	872314	STRAP	06/21/2024	32.97	.00	
51	ACE HARDWARE	878580	TRUCK SUPPLIES	08/09/2024	50.46	.00	
51	ACE HARDWARE	879084	EXTRACTOR	08/13/2024	39.99	.00	
51	ACE HARDWARE	879093	SOCKETS	08/13/2024	1.50	.00	
51	ACE HARDWARE	879780	KEYS	08/19/2024	15.98	.00	
51	ACE HARDWARE	880325	BATTERIES	08/23/2024	79.97	.00	
51	ACE HARDWARE	880371	DUCT TAPE	08/23/2024	31.97	.00	
51	ACE HARDWARE	880389	SCREWS	08/23/2024	2.69	.00	
51	ACE HARDWARE	880811	WATER PARTS	08/28/2024	47.44	.00	
51	ACE HARDWARE	880863	ELBOW	08/28/2024	4.98	.00	
51	ACE HARDWARE	880943	BATTERY CHARGER	08/29/2024	27.99	.00	
51	ACE HARDWARE	881146	TOOLS	08/30/2024	119.47	.00	
51	ACE HARDWARE	881312	BATTERIES	09/02/2024	19.99	.00	
Total 51:					475.40	.00	
7507	ADAMS, JAMES	082424	SAFETY BOOTS	08/24/2024	100.00	.00	
Total 7507:					100.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9152306134	AR CD	07/30/2024	446.29	.00	
Total 88:					446.29	.00	
5726	AMAZON	13T3-RJD-97M	POWER BANK STATION	08/30/2024	279.98	.00	
5726	AMAZON	1GHL-MJR1-6	OFFICE SUPPLIES	09/09/2024	20.44	.00	
5726	AMAZON	1Q13-36YJ-3Q	KEYBAORD	09/04/2024	48.59	.00	
5726	AMAZON	1Q13-36YJ-MF	OFFICE PAPER	09/06/2024	61.99	.00	
Total 5726:					411.00	.00	
7466	BARGEN INCORPORATED	224393	SEALCOAT REPLAY	08/31/2024	66,264.25	.00	
Total 7466:					66,264.25	.00	
1560	BLUE SPRUCE CLEANERS,INC	090124	DRY CLEANING	09/01/2024	257.32	.00	
Total 1560:					257.32	.00	
7394	BOLAND, ANITA	090524	OCTOBER RENT	09/05/2024	2,200.00	.00	
Total 7394:					2,200.00	.00	
6727	BRIGGS, ERIC L	30965	TOOLS	08/29/2024	22.53	.00	
Total 6727:					22.53	.00	
7060	BRINKMAN CONSULTING, INC	24-1324	PERFORMANCE ASSESSMENT	09/04/2024	14,500.00	.00	
Total 7060:					14,500.00	.00	
7077	BURKHOLDER, SHAWN	090524	OCTOBER RENT	09/05/2024	2,039.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7077:					2,039.63	.00	
102	CASELLE INC.	135274	CONTRACT SUPPORT	09/01/2024	1,973.00	.00	
Total 102:					1,973.00	.00	
6769	CENTRALSQUARE	419761	FIELD OPS SUBSCRIPTION	09/05/2024	6,190.61	.00	
Total 6769:					6,190.61	.00	
514	CONRAD & BISCHOFF INC.	IN-214139-24	DEF BULK	08/22/2024	230.78	.00	
514	CONRAD & BISCHOFF INC.	IN-214147-24	DEF BULK	08/22/2024	170.54	.00	
Total 514:					401.32	.00	
4887	CONTROL SYSTEM TECHNOLO	11314	WATER SCADA	08/20/2024	462.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11325	CONTROL HARDWARE WELL #	08/26/2024	556.00	.00	
Total 4887:					1,018.00	.00	
1691	CORE & MAIN LP	V314702	MACH 10 USG	07/31/2024	862.99	.00	
Total 1691:					862.99	.00	
4918	DEAN'S PEST CONTROL LLC	93486	RODENT CONTROL	08/06/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	93840	RODENT CONTROL	08/08/2024	60.00	.00	
Total 4918:					170.00	.00	
3881	DEX IMAGING	AR11839067	CONTRACT COPIER	08/22/2024	80.20	.00	
3881	DEX IMAGING	AR11873517	CONTRACT COPIER	08/29/2024	554.90	.00	
Total 3881:					635.10	.00	
6883	DIVISION OF CHILD SUPPORT	090524	DCSE CASE #0005405448	09/05/2024	509.23	509.23	09/05/2024
Total 6883:					509.23	509.23	
1134	ENERGY LABORATORIES INC.	653731	INFLUENT AND EFFLUENT	08/27/2024	469.00	.00	
1134	ENERGY LABORATORIES INC.	654730	450 W SNOW KING	08/30/2024	483.00	.00	
1134	ENERGY LABORATORIES INC.	655092	BEFORE LIGHTS, BARROW PO	09/02/2024	167.00	.00	
1134	ENERGY LABORATORIES INC.	655117	INFLUENT AND EFFLUENT	09/03/2024	469.00	.00	
Total 1134:					1,588.00	.00	
6552	ETNA TRADE PARK LLC	090524	OCTOBER RENT	09/05/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
7462	EVOLUTION CONSTRUCTION, L	1083	ROAD WORK	08/22/2024	3,900.00	.00	
7462	EVOLUTION CONSTRUCTION, L	1083	ROAD WORK	08/22/2024	3,900.00	.00	
Total 7462:					7,800.00	.00	
4294	FIRE SERVICES OF IDAHO	12576928	ANNUAL SERVICE	08/27/2024	236.00	.00	
4294	FIRE SERVICES OF IDAHO	12576939	ANNUAL SERVICE	08/27/2024	55.00	.00	
4294	FIRE SERVICES OF IDAHO	12576973	ANNUAL SERVICE	08/27/2024	128.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4294:					419.00	.00	
668	FREEDOM MAILING SERVICE I	48469	UTILITY BILLING	08/06/2024	970.69	.00	
668	FREEDOM MAILING SERVICE I	48469	UTILITY BILLING	08/06/2024	970.69	.00	
Total 668:					1,941.38	.00	
7104	GEDDES, GLENN	082424	SAFETY BOOT REIMBURSEME	08/24/2024	100.00	.00	
Total 7104:					100.00	.00	
7342	HARMONY DESIGN, INC	24191	ANNEXATION SURVEY	07/16/2024	3,375.00	.00	
7342	HARMONY DESIGN, INC	24306	TOJ ANNEXATION	08/14/2024	675.00	.00	
Total 7342:					4,050.00	.00	
4988	HD FOWLER COMPANY	I6778708	TAPPING SLEEVE	07/31/2024	1,464.50	.00	
4988	HD FOWLER COMPANY	I6786045	POLY PIPE	08/07/2024	608.00	.00	
4988	HD FOWLER COMPANY	I6798879	BALL VALVES	08/21/2024	8,541.50	.00	
Total 4988:					10,614.00	.00	
503	HUNT CONSTRUCTION INC	22476	CRACK REPAIR	08/26/2024	2,585.00	.00	
503	HUNT CONSTRUCTION INC	22477	CRACK REPAIR	08/26/2024	10,003.80	.00	
Total 503:					12,588.80	.00	
4736	IDAHO CHILD SUPPORT RECEI	090524	case #426985	09/05/2024	564.20	564.20	09/05/2024
Total 4736:					564.20	564.20	
6121	IDENTISYS, INC	682512	SIGMA	09/02/2024	8,447.06	.00	
Total 6121:					8,447.06	.00	
106	INTERSTATE BATTERY	950002901	BATTERIES	08/26/2024	897.70	.00	
Total 106:					897.70	.00	
6954	IVY OUTDOOR SERVICES LLC	0000101	AUGUST TRASH ROUTE	09/01/2024	17,205.00	.00	
Total 6954:					17,205.00	.00	
2	JACKSON CURBSIDE INC.	00032120	TOWN HALL RECYCLING	08/15/2024	750.00	.00	
Total 2:					750.00	.00	
7163	JACKSON GROUP LOCKBOX	CM67222IF	CORE RETURN	08/28/2024	125.00-	.00	
Total 7163:					125.00-	.00	
6474	JACKSON HOLE LAW, PC	2329	PROSECUTION SERVICES AUG	08/31/2024	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	369117	AD#430758	08/28/2024	125.00	.00	
131	JACKSON HOLE NEWS & GUID	369359	AD#430759	08/31/2024	125.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	369582	AD#431085	09/04/2024	445.00	.00	
Total 131:					695.01	.00	
114	JACKSON LUMBER INC	0001021101-00	LATH	08/23/2024	36.75	.00	
Total 114:					36.75	.00	
115	JACKSON PAINT AND GLASS, I	1134921	WINDSHIELD	06/24/2024	880.00	.00	
115	JACKSON PAINT AND GLASS, I	1135013	WINDSHIELD	07/01/2024	880.00	.00	
115	JACKSON PAINT AND GLASS, I	1135279	WINDSHIELD	07/24/2024	1,120.00	.00	
Total 115:					2,880.00	.00	
139	JORGENSEN ASSOCIATES, PC	54281	TRAFFIC COUNTS	08/14/2024	1,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	54372	22182 MILLWARD	09/03/2024	1,157.50	.00	
Total 139:					2,157.50	.00	
5537	KEENAN, PETER	090524	OCTOBER RENT	09/05/2024	2,300.00	.00	
Total 5537:					2,300.00	.00	
2859	LEADERSHIP JACKSON HOLE	083024	TUITION FOR SHELLIE MORILL	08/30/2024	400.00	.00	
Total 2859:					400.00	.00	
156	LOWER VALLEY ENERGY INC	090524	OCTOBER RENT	09/05/2024	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 08-	3150 S ADAMS CANYON DR, JA	08/30/2024	194.30	.00	
156	LOWER VALLEY ENERGY INC	92050-003 08-	SPRUCE DR PUMP HOUSE, JA	08/30/2024	416.98	.00	
156	LOWER VALLEY ENERGY INC	92050-008 08-	CEMETERY, JACKSON, WY 20	08/30/2024	43.33	.00	
156	LOWER VALLEY ENERGY INC	92050-010 08-	ELY SPRINGS RD WELL 6,7,8, J	08/30/2024	3,877.05	.00	
156	LOWER VALLEY ENERGY INC	92050-014 08-	135 E BROADWAY AVE HEAT TA	08/30/2024	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-017 08-	WASTE WATER TRTMT INTERM	08/30/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 08-	RANGEVIEW DR LIFT PUMP CO	08/30/2024	62.51	.00	
156	LOWER VALLEY ENERGY INC	92050-021 08-	150 E PEARL AVE, JACKSON, W	08/30/2024	1,201.66	.00	
156	LOWER VALLEY ENERGY INC	92050-024 08-	1605 BERGER LN SEWER LIFT	08/30/2024	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-025 08-	450 W SNOW KING AVE NEW S	08/30/2024	469.54	.00	
156	LOWER VALLEY ENERGY INC	92050-026 08-	450 W SNOW KING AVE SHOP, J	08/30/2024	130.00	.00	
156	LOWER VALLEY ENERGY INC	92050-044 08-	610 SNOW KING DR ESTATES B	08/30/2024	295.82	.00	
156	LOWER VALLEY ENERGY INC	92050-047 08-	WASTE WATER TRTMT UV BLD	08/30/2024	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 08-	WASTE WATER TRTMT PTB 545	08/30/2024	12,477.35	.00	
156	LOWER VALLEY ENERGY INC	92050-050 08-	2 MG TANK, JACKSON, WY 200	08/30/2024	17.72	.00	
156	LOWER VALLEY ENERGY INC	92050-051 08-	WELL #5 KARNS MEADOW DR,	08/30/2024	2,755.83	.00	
156	LOWER VALLEY ENERGY INC	92050-052 08-	675 E BROADWAY AVE WELL #1	08/30/2024	3,272.36	.00	
156	LOWER VALLEY ENERGY INC	92050-053 08-	WELLS #2 & #3, JACKSON, WY	08/30/2024	3,606.50	.00	
156	LOWER VALLEY ENERGY INC	92050-054 08-	CITY WELL ELK REF 1, JACKSO	08/30/2024	7.83	.00	
156	LOWER VALLEY ENERGY INC	92050-055 08-	CITY WELL ELK REF 2, JACKSO	08/30/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-059 08-	440 W SNOW KING AVE POLICE	08/30/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-060 08-	400 W SNOW KING AVE S GAR,	08/30/2024	38.86	.00	
156	LOWER VALLEY ENERGY INC	92050-061 08-	400 W SNOW KING AVE PUBLIC	08/30/2024	77.29	.00	
156	LOWER VALLEY ENERGY INC	92050-074 08-	CRABTREE LN THAW WELL #2,	08/30/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-075 08-	HIGH SCHOOL RD THAW WELL	08/30/2024	27.35	.00	
156	LOWER VALLEY ENERGY INC	92050-077 08-	685 E HANSEN AVE, JACKSON,	08/30/2024	21.53	.00	
156	LOWER VALLEY ENERGY INC	92050-078 08-	145 W HANSEN AVE FRONT, JA	08/30/2024	94.37	.00	
156	LOWER VALLEY ENERGY INC	92050-079 08-	145 W HANSEN AVE BACK, JAC	08/30/2024	54.16	.00	
156	LOWER VALLEY ENERGY INC	92050-082 08-	400 W SNOW KING AVE E STOR	08/30/2024	32.95	.00	
156	LOWER VALLEY ENERGY INC	92050-089 08-	685 E HANSEN AVE, JACKSON,	08/30/2024	5.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-090 08-	955 MAPLE WAY, JACKSON, WY	08/30/2024	61.78	.00	
156	LOWER VALLEY ENERGY INC	92050-092 08-	3150 S ADAMS CANYON DR ANI	08/30/2024	36.83	.00	
156	LOWER VALLEY ENERGY INC	92050-102 08-	145 W HANSEN AVE FRONT, JA	08/30/2024	22.60	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	07/31/2024	2,705.09	.00	
156	LOWER VALLEY ENERGY INC	92050-106 08-	940 SIMON LN, JACKSON, WY	08/30/2024	86.44	.00	
156	LOWER VALLEY ENERGY INC	92050-114 08-3	210 N CACHE ST HOME RANCH	08/30/2024	285.12	.00	
156	LOWER VALLEY ENERGY INC	92050-126 08-	SPRING WATER LN LIFT STATIO	08/30/2024	32.81	.00	
156	LOWER VALLEY ENERGY INC	92050-127 08-	3337 S CODY CREEK DR LIFT S	08/30/2024	158.33	.00	
156	LOWER VALLEY ENERGY INC	92050-131 08-	195 E DELONEY AVE RESTROO	08/30/2024	145.51	.00	
156	LOWER VALLEY ENERGY INC	92050-132 08-	160 S MILLWARD ST PARKING	08/30/2024	1,485.45	.00	
156	LOWER VALLEY ENERGY INC	92050-134 08-	160 S MILLWARD ST PARKING	08/30/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 08-	JOSEPHINE LOOP LOT 15 LIFT	08/30/2024	75.13	.00	
156	LOWER VALLEY ENERGY INC	92050-341 08-	210 N CACHE ST HOME RANCH	08/30/2024	34.43	.00	
156	LOWER VALLEY ENERGY INC	92050-345 08-	930 SIMON LN, JACKSON, WY	08/30/2024	68.41	.00	
156	LOWER VALLEY ENERGY INC	92050-356 08-	55 KARNs MEADOW DR START	08/30/2024	1,023.24	.00	
156	LOWER VALLEY ENERGY INC	92050-357 08-	55 KARNs MEADOW DR START	08/30/2024	1,244.80	.00	
156	LOWER VALLEY ENERGY INC	92050-359 08-	MILLER PARK PARKING LOT CH	08/30/2024	210.15	.00	
156	LOWER VALLEY ENERGY INC	92050-361 08-	625 W BROADWAY AVE NEW P	08/30/2024	21.74	.00	
156	LOWER VALLEY ENERGY INC	92050-363 08-	455 VINE ST UTIL, JACKSON, W	08/30/2024	49.40	.00	
156	LOWER VALLEY ENERGY INC	92050-364 08-	65 VIRGINIAN LN #5, JACKSON,	08/30/2024	34.08	.00	
156	LOWER VALLEY ENERGY INC	92050-365 08-	65 VIRGINIAN LN #7, JACKSON,	08/30/2024	54.16	.00	
156	LOWER VALLEY ENERGY INC	92050-367 08-	455 VINE ST APT #3, JACKSON,	08/30/2024	58.99	.00	
156	LOWER VALLEY ENERGY INC	92050-368 08-	455 VINE ST APT #4, JACKSON,	08/30/2024	64.64	.00	
156	LOWER VALLEY ENERGY INC	92050-370 08-	2022 WILDFLOWER CT, JACKS	08/30/2024	19.65	.00	
156	LOWER VALLEY ENERGY INC	92050-371 08-	2022 WILDFLOWER CT, JACKS	08/30/2024	38.79	.00	
156	LOWER VALLEY ENERGY INC	92050-374 08-	455 VINE ST APT #1, JACKSON,	08/30/2024	31.80	.00	
156	LOWER VALLEY ENERGY INC	92050-375 08-	155 E PEARL AVE, JACKSON, W	08/30/2024	23.03	.00	
156	LOWER VALLEY ENERGY INC	92050-376 08-	149 E PEARL AVE, JACKSON, W	08/30/2024	34.34	.00	
156	LOWER VALLEY ENERGY INC	92050-378 08-	145 E PEARL AVE #A EAST, JAC	08/30/2024	33.37	.00	
156	LOWER VALLEY ENERGY INC	92050-383 08-	SNOW KING DR WATER TANK C	08/30/2024	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-385 08-	85 N SPRING GULCH RD SPRIN	08/30/2024	150.56	.00	
156	LOWER VALLEY ENERGY INC	92050-388 08-	121 SHERWOOD CT BLDG 2 BU	08/30/2024	29.06	.00	
156	LOWER VALLEY ENERGY INC	92050-389 08-	1640 MARTIN LN LIFT STATION,	08/30/2024	21.22	.00	
156	LOWER VALLEY ENERGY INC	92050-390 08-	400 W SNOW KING AVE HOUSI	08/30/2024	168.93	.00	
156	LOWER VALLEY ENERGY INC	92050-391 08-	400 W SNOW KING AVE PARK M	08/30/2024	100.94	.00	
156	LOWER VALLEY ENERGY INC	92050-392 08-	400 W SNOW KING AVE ADMIN,	08/30/2024	316.15	.00	
156	LOWER VALLEY ENERGY INC	92050-393 08-	400 W SNOW KING AVE EMPLO	08/30/2024	336.83	.00	
156	LOWER VALLEY ENERGY INC	92050-395 08-	145 E PEARL AVE #C LOFT, JAC	08/30/2024	58.45	.00	
156	LOWER VALLEY ENERGY INC	92050-396 08-	145 E PEARL AVE HSE/CMN, JA	08/30/2024	67.89	.00	
156	LOWER VALLEY ENERGY INC	92050-397 08-	145 E PEARL AVE #B WEST, JA	08/30/2024	25.10	.00	
156	LOWER VALLEY ENERGY INC	92050-398 08-	155 E PEARL AVE, JACKSON, W	08/30/2024	47.19	.00	
156	LOWER VALLEY ENERGY INC	92050-399 08-	155 E PEARL AVE, JACKSON, W	08/30/2024	46.57	.00	
156	LOWER VALLEY ENERGY INC	92050-401 08-	455 VINE ST APT #2, JACKSON,	08/30/2024	78.82	.00	
156	LOWER VALLEY ENERGY INC	92050-405 08-	3585 S CANADIAN DR, JACKSO	08/30/2024	28.48	.00	
156	LOWER VALLEY ENERGY INC	92050-406 08-	3585 S CANADIAN DR, JACKSO	08/30/2024	6.63	.00	
156	LOWER VALLEY ENERGY INC	92050-407 08-	130 E KELLY AVE #23, JACKSO	08/30/2024	40.82	.00	
156	LOWER VALLEY ENERGY INC	92050-411 08-3	1540 MARTIN LN H-FRAME MET	08/30/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-413 08-	76 E CIRCLE DR, THAYNE, WY	08/30/2024	22.33	.00	
156	LOWER VALLEY ENERGY INC	92050-416 08-	350 N MILLWARD ST #5, JACKS	08/30/2024	22.61	.00	
156	LOWER VALLEY ENERGY INC	92050-418 08-	355 W DELONEY AVE E-5, JACK	08/30/2024	42.38	.00	
156	LOWER VALLEY ENERGY INC	92050-419 08-	55 VIRGINIAN LN #4, JACKSON,	08/30/2024	39.85	.00	
156	LOWER VALLEY ENERGY INC	92050-420 08-	355 W DELONEY AVE A-5, JACK	08/30/2024	35.94	.00	
156	LOWER VALLEY ENERGY INC	92050-421 08-	268 SAWMILL RD, ALPINE, WY	08/30/2024	19.15	.00	
Total 156:					42,164.88	.00	
7112	MARKMAN, JASON	090524	OCTOBER RENT	09/05/2024	2,800.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7112:					2,800.00	.00	
998	METROQUIP INC	P28383	DIRT SHOE	08/22/2024	77.30	.00	
Total 998:					77.30	.00	
7325	MICROSOFT	E0400TB7R0	ONLINE SERVICES	09/04/2024	3,498.00	.00	
Total 7325:					3,498.00	.00	
5986	Mountain Fire Protection	3897	BACK FLOW INSPECTION	08/26/2024	265.00	.00	
Total 5986:					265.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7106904001	SUPPLIES	08/01/2024	249.96	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7137237001	SUPPLIES	08/15/2024	293.60	.00	
Total 4623:					543.56	.00	
257	NAPA AUTO PARTS INC.	245372	SEAT PROTECTOR	08/16/2024	348.90	.00	
257	NAPA AUTO PARTS INC.	246073	AMP BOLT	08/19/2024	10.29	.00	
257	NAPA AUTO PARTS INC.	246283	FILTERS	08/20/2024	63.12	.00	
257	NAPA AUTO PARTS INC.	246922	Filters	08/22/2024	11.69	.00	
257	NAPA AUTO PARTS INC.	247089	KIT	08/22/2024	65.98	.00	
257	NAPA AUTO PARTS INC.	248791	ADAPTERS	08/29/2024	22.26	.00	
257	NAPA AUTO PARTS INC.	248824	ADAPTERS	08/29/2024	9.10	.00	
Total 257:					531.34	.00	
187	NELSON ENGINEERING	65297	23-302-01 TOJ THAW WELL 10	08/29/2024	1,875.00	.00	
Total 187:					1,875.00	.00	
7356	ONTKO, BRYAN	082424	SAFETY BOOT REIMBURSEME	08/24/2024	100.00	.00	
Total 7356:					100.00	.00	
5707	PERFORM PRINTING LLC	P 1546	BUSINESS CARDS	09/03/2024	84.25	.00	
5707	PERFORM PRINTING LLC	P 1546	BUSINESS CARDS	09/03/2024	84.25	.00	
Total 5707:					168.50	.00	
7242	PITTS, SAMANTHA	090424	MONTHLY HARDWARE PAYMEN	09/04/2024	69.50	.00	
Total 7242:					69.50	.00	
6483	PREMIER TRUCK- SALT LAKE C	775632193	OSPCUM	08/28/2024	212.90	.00	
Total 6483:					212.90	.00	
7460	RAMANATHAN, BRINDA	090524	OCTOBER RENT	09/05/2024	2,500.00	.00	
Total 7460:					2,500.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	3900	145 HANSON	08/31/2024	353.06	.00	
5812	RUI INC. DBA VILLAGE GARDN	3901	455 VINE	08/31/2024	172.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5812:					525.56	.00	
6629	SCARLATA, SUSAN	090324	REIMBURSEMENT	09/03/2024	60.21	.00	
Total 6629:					60.21	.00	
7203	SCHWARTZ, ANDY	083124	LOBBY SERVICES 2 OF 12	08/31/2024	4,583.33	.00	
Total 7203:					4,583.33	.00	
4359	SHERWIN-WILLIAMS CO.	7734-4	PAINT	07/03/2024	480.00	.00	
Total 4359:					480.00	.00	
7435	SHORELINE CONSULTING	0000266	EQUITY TASK FORCE	09/03/2024	2,272.72	.00	
Total 7435:					2,272.72	.00	
7106	SMITH PSYCHOLOGICAL SERVI	8240	EVALUATION	05/30/2024	400.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	8550	EVALUATION	06/26/2024	400.00	.00	
Total 7106:					800.00	.00	
6838	SPSC POA - South Park Services	083124	MONTHLY DUES	08/31/2024	303.82	.00	
Total 6838:					303.82	.00	
251	STANDARD PLUMBING SUPPLY	XGP450	NEW TOILET	08/23/2024	150.82	.00	
Total 251:					150.82	.00	
3989	STINKY PRINTS, INC	75465	PRINT OUTS	08/22/2024	12.99	.00	
Total 3989:					12.99	.00	
7088	STONE, KIRK	090524	OCTOBER RENT	09/05/2024	3,087.00	.00	
Total 7088:					3,087.00	.00	
1443	TETON COUNTY CLERK	090524FE	FIRE EMS MONTHLY CONTRIB	09/05/2024	281,998.83	.00	
1443	TETON COUNTY CLERK	090524FE2	FIRE EMS MONTHLY CONTRIB	09/05/2024	281,998.83	.00	
1443	TETON COUNTY CLERK	090524H	HOUSING MONTHLY CONTRIBU	09/05/2024	49,074.83	.00	
1443	TETON COUNTY CLERK	090524PR	PARK AND REC MONTHLY CON	09/05/2024	243,267.50	.00	
Total 1443:					856,339.99	.00	
581	TETON COUNTY INTEGRATED	9998	E-WASTE	08/21/2024	24.00	.00	
Total 581:					24.00	.00	
1614	TETON COUNTY-FUND 10	082824D	AUGUST 2024 DISPATCH	08/28/2024	77,010.25	.00	
1614	TETON COUNTY-FUND 10	082824E	AUGUST 2024 EMERGENCY MA	08/28/2024	20,285.15	.00	
1614	TETON COUNTY-FUND 10	082824P	AUGUST 2024 PLANNING	08/28/2024	9,036.79	.00	
1614	TETON COUNTY-FUND 10	082824P	AUGUST 2024 PLANNING	08/28/2024	12,275.30	.00	
1614	TETON COUNTY-FUND 10	082824PATH	AUGUST 2024 PATHWAY	08/28/2024	11,822.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1614:					130,430.12	.00	
3027	TETON COUNTY-FUND 13	082824C	AUGUST 2024 CAPITAL	08/28/2024	662.40	.00	
Total 3027:					662.40	.00	
166	TETON COUNTY-FUND 19	052824	MAY 2024 CAPITAL	05/28/2024	2,372.33	.00	
166	TETON COUNTY-FUND 19	052824	MAY 2024 CAPITAL	05/28/2024	1,060,492.68	.00	
166	TETON COUNTY-FUND 19	052824	MAY 2024 CAPITAL	05/28/2024	359.72	.00	
166	TETON COUNTY-FUND 19	070124	JUNE 2024 CAPITAL	07/01/2024	2,610.61	.00	
166	TETON COUNTY-FUND 19	070124	JUNE 2024 CAPITAL	07/01/2024	441,061.18	.00	
166	TETON COUNTY-FUND 19	080624C	JULY CAPITAL	08/06/2024	97,150.19	.00	
166	TETON COUNTY-FUND 19	082824	AUGUST 2024 CAPTIAL	08/28/2024	73,096.93	.00	
Total 166:					1,677,143.64	.00	
268	TETON MOTORS INC	5110913	PUMP AND BELT	08/20/2024	169.48	.00	
268	TETON MOTORS INC	5110914	PLUG	08/20/2024	26.03	.00	
268	TETON MOTORS INC	5110924	HOSE	08/21/2024	75.43	.00	
Total 268:					270.94	.00	
3162	TETON TRASH REMOVAL, INC.	24 SEP 488	145 HANSEN TRASH	09/01/2024	114.00	.00	
Total 3162:					114.00	.00	
3030	TETON VIEW LANDSCAPE CON	3864	WEED CONTROL	08/12/2024	100.18	.00	
Total 3030:					100.18	.00	
6810	THE TIRE RACK, INC.	ML77118	TIRES	08/23/2024	1,242.48	.00	
Total 6810:					1,242.48	.00	
3955	THOMSON WEST	850682375	INFORMATION CHARGES	09/01/2024	465.07	.00	
3955	THOMSON WEST	850682375	INFORMATION CHARGES	09/01/2024	465.07	.00	
Total 3955:					930.14	.00	
6591	T-MOBILE	967529416 092	MONTHLY SERVICE	09/01/2024	6.31	.00	
Total 6591:					6.31	.00	
7483	TODAY CASH	090524	garnishment 2831795 gable	09/05/2024	170.28	170.28	09/05/2024
Total 7483:					170.28	170.28	
7361	US HOMES LLC	090524	OCTOBER RENT	09/05/2024	1,638.00	.00	
Total 7361:					1,638.00	.00	
3070	VALLEY WEST ENGINEERING,	1807	CCD DRY WELL	09/03/2024	5,975.00	.00	
Total 3070:					5,975.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	1117	Q3 ASSOC DUES	07/01/2024	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	1117	Q3 ASSOC DUES	07/01/2024	540.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6319:					1,080.00	.00	
244	WATTS STEAM STORE ROCKY	7245026	SERVICE	08/29/2024	756.00	.00	
Total 244:					756.00	.00	
6117	WILSON, JOHN	090524	OCTOBER RENT	09/05/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
4198	WYOMING FIRST AID & SAFETY	80007854	HEARTSTOP BATTERY	08/28/2024	204.01	.00	
Total 4198:					204.01	.00	
1764	WYOMING.COM INC	2231483	DOMAIN HOSTING	09/05/2024	5.00	.00	
Total 1764:					5.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036240	940 SIMON	08/31/2024	55.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036260	3585 CANADIAN	08/31/2024	160.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036414	455 VINE	08/31/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036568	155 E PEARL	08/31/2024	140.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036571	TRASH SERVICE	08/31/2024	315.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036593	400 WEST SNOW KING	08/31/2024	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036644	55 KARNS	08/31/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036645	TOWN HALL	08/31/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240828036651	675 WEST SNOW KING	08/31/2024	320.00	.00	
Total 2842:					2,150.00	.00	
Grand Totals:					2,929,877.99	1,243.71	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY FINANCE REPORT FOR AUGUST 2024**

During the month of August, the Court received \$32,867 in fines, costs, and fees.

35 cases were dismissed: 21 parking violations.

673 charges were filed: 578 parking violations, 95 summonses.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial, NG=Found Not Guilty at Trial, R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School, DA=Deferred Adjudication

CASES CLOSED IN AUGUST

(Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
98638N	Battery	BF	250
18351P	Careless Driving	BF	240
186006427AC	Compulsory Auto Insurance	BF	560
186006537AC	Driving upon sidewalk	BF	100
186006525AC	Expired temporary permit/improper registration	BF	140
186006527AC	Expired temporary permit/improper registration	BF	140
186006573AC	Expired temporary permit/improper registration	BF	140
186006529AC	Failure to display valid license plate, tabs, permits	BF	90
186006482AC	Failure to Maintain Lane	BF	90
186006530AC	Failure to Maintain Lane	BF	90
186006532AC	Failure to Maintain Lane	BF	90
186006534AC	Failure to Maintain Lane	BF	90
186006453AC	Failure to yield ROW	BF	90
186006507AC	Failure to yield ROW	BF	100
18204P	Failure to yield ROW approaching intersections	BF	90
186006533AC	Following too Close	BF	90
186006575AC	Following too Close	BF	90
186006473AC	Improper Display of Tabs registration	BF	90
98636N	Interference with Police Department	BF	250
186006338AC	Limitations on Backing	BF	90
186006528AC	Limitations on Backing	BF	90
186006544AC	Limitations on Backing	BF	100
186006553AC	Limitations on Backing	BF	90
186006634AC	Limitations on Backing	BF	90
186005928AC	Motor vehicles General	BF	100
00869M	Operation of vehicle with altered, obscured license plate	BF	90
186006494AC	Proceed with caution on flashing yellow signal	BF	90
186006456AC	Public intoxication	BF	75
98639N	Public intoxication	BF	250
186006022AC	Public intoxication	BF	135
186006245AC	Public intoxication	BF	135
186006497AC	Public intoxication	BF	135
186006549AC	Public intoxication	BF	135
18145P	Shoplifting	BF	100
18146P	Shoplifting	BF	100
186006387AC	Speeding 30/15	BF	135
186006592AC	Speeding 42/30	BF	120
186006503AC	Speeding 43/25	BF	150
186006550AC	Speeding 43/30	BF	125
186006599AC	Speeding 43/30	BF	125
186006551AC	Speeding 44/30	BF	130
186006571AC	Speeding 44/30	BF	130
186006491AC	Speeding 45/25	BF	170
186006484AC	Speeding 45/30	BF	135
186006546AC	Speeding 61/30	BF	215
18452P	Speeding urban 44/30 mph zone	BF	188
186006380AC	Speeding urban 51/30 mph zone	BF	267
186006383AC	Speeding urban 51/30 mph zone	BF	267
186006483AC	Stop Sign Violation	BF	140
186006535AC	Stop Sign Violation	BF	150
186006554AC	Stop Sign Violation	BF	150
186006196AC	Use of cell phone while driving prohibited	BF	75
186006555AC	Use of cell phone while driving prohibited	BF	75
186006561AC	Use of cell phone while driving prohibited	BF	100
186005626AC	Expired temporary permit/improper registration	D- Per Town's Motion	.00
186006320AC	Failure to Maintain Lane	D- Per Town's Motion	.00
186006465AC	Marijuana: use and/or possession	D- Per Town's Motion	.00
186006526AC	Operating Under Suspended or revoked license	D- Per Town's Motion	.00
18023P	Possession/consumption of alcohol minors (18 20)	D- Per Town's Motion	.00
99536N	Possession/consumption of alcohol minors (18 20)	D- Per Town's Motion	.00
186006464AC	Compulsory Auto Insurance	D- Provided Valid Information	.00
186006624AC	Compulsory Auto Insurance	D- Provided Valid Information	.00
186006659AC	Compulsory Auto Insurance	D- Provided Valid Information	.00
186006360AC	Obedience to traffic control devices	D- TS	.00
186006193AC	Stop Sign Violation	D- TS	.00
186006194AC	Stop Sign Violation	D- TS	.00
186006292AC	Stop Sign Violation	D- TS	.00
186004655AC	1st off win 10 years Drive/control veh under infl alcohol concentration 0.08% or more	DA- In accordance with WS 7 13 301 Deferred Adjudication	760

SCOPING STAFF REPORT



Meeting Date:	September 16, 2024	Meeting Title:	Town Council Regular Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Center Management Inc. (CMI) approval for Capital Improvements	Public Comment:	Yes

Purpose & Policy Considerations.

Pursuant to the lease agreement between the Town of Jackson and CMI, CMI is requesting approval from the Town to begin design and initiate a capital fundraising campaign for improvements to the Town-owned Snow King Sports and Event Center.

Requested Action.

To provide written consent to allow CMI to design and initiate a capital fundraising campaign for improvements to the Town owned Snow King Sports and Event Center.

Recommendations.

Staff recommends Town Council approve the request.

Background.

The Town-owned Snow King Sports and Event Center was constructed in 1992 through a partnership between the Town, State, and local skating community. Since 2011, Center Management Inc. (CMI) has operated the facility through a lease agreement with the Town. The lease agreement generally requires CMI to take care of all day-to-day operations and low-level maintenance and repairs, while the Town responsible for significant repair and maintenance of the building. Regarding capital additions and alterations, the lease states as follows:

14.b. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the express written consent of the Landlord (which consent shall not be unreasonably withheld) and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

CMI has identified two operational challenges, along with proposed improvements, to address with the facility as follows:

1. Locker Rooms/Showers
 - Challenge: With an increased number of users and programs, especially in female programs (over 90) the existing 3.5 locker rooms with shared showers no longer meet participant privacy and safety needs
 - Improvement: Construct 2 new locker rooms with dedicate showers and bathrooms
2. Grandstands
 - Challenge: Age of, condition of, and temporary nature of the grandstands, along with inadequacy of the amount of spectator seating
 - Improvement: Construct new permanent grandstands with new locker rooms beneath

Analysis & Key Policy Questions.

CMI is requesting approval by the Town at this time to proceed with the design and fundraising for these improvements.

CMI is not requesting financial assistance at this time, however, requests that CMI and Town Council meet again in a Council workshop in the new year once design and fundraising are further along for the two parties to discuss the more specific plans for the facility and potential partnering for the funding and coordination of the project.

Key Policy Question: *Is Town Council comfortable with CMI beginning design and fundraising for permanent improvements to a Town facility?*

Fiscal Impact.

None at this time, Town may be asked to contribute to the proposed capital expenditures as the project moves along.

Staff Impact.

Staff took 1 hour to complete this report and review the lease agreement.

Attachments or Links.

Commercial Lease Agreement Between the Town of Jackson and Center Management Inc.

Suggested Motion.

I move to provide written consent to allow Center Management Inc. to design and initiate a capital fundraising campaign for capital improvements described in this staff report, dated September 16, 2024, to the Town-owned Snow King Sports and Event Center.

**COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND CENTER
MANAGEMENT INC**

This Commercial Lease Agreement ("**Lease**") is made and entered into the 15th day of March, 2022, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue / P.O. Box 1687, Jackson, Wyoming 83001 ("**Town**" or "**Landlord**") and Center Management Inc., a Wyoming nonprofit, public benefit corporation, of 90 E. Snow King Avenue / P.O. Box 10965, Jackson, Wyoming 83002 ("**Tenant**") (collectively "**Parties**").

RECITALS

WHEREAS, Town is the owner of that certain parcel of real property and improvements described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described as PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116; as shown on Map of Survey T-71B (hereinafter "**Property**") and the building located thereon ("**Building**" or "**Snow King Center**"); and

WHEREAS, the Town finds it to be in the public interest to provide ice rink use and services for the public benefit; and

WHEREAS, the Parties agree that any other leases between the Parties concerning this property are revoked and are superseded by this document; 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 and certain areas appurtenant thereto, all as more particularly described below.

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. Lease:

- a. Leased Premises. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a portion of the Property as follows: All areas of the Building shaded in red in Exhibit A, attached hereto and made a part hereof by this reference, ("**Leased Premises**"), which amount to a total of, approximately, 40,442 square feet of space.
- b. Common Areas. The i) driveways, parking areas, and sidewalks on the Property; ii) the interior hallway linking the Ice Arena and Ski Shelter portions of the Building; and iii) the hallways, all as shown on Exhibit A and shade pink, are common areas ("**Common Areas**"). The Common Areas are subject to Town's exclusive control at all times. Tenant acknowledges that the Common Areas are made available by the Town for use in common by all lessees of the Building and the public and may be co-used by Tenant, other lessees of the Building, and the public. Tenant may use and access the Common Areas only to the extent that its use does not interfere with the use thereof by any other lessee or the public. Landlord may, at Landlord's sole option, reduce the amount of Common Area available for use by the Tenant.
- c. Other Areas. All areas shown on Exhibit A that are not shaded red nor pink are not part of the Leased Premises and not part of the Common Area, and thus Tenant has no access, use, or occupancy rights.

2. Use. Use of the Leased Premises and Common Areas is limited to sports and recreational activities

appurtenant to Tenant's use of the ice rink, including ice hockey, figure skating, speed skating, and like sporting activities, and use for banquets, parties, conventions, exhibitions, conferences, concerts, and special events offset the cost of providing the foregoing sports activities to public users of the ice rink facility.

3. Term of Lease.

- a. Primary Term: The Primary Term of this Lease shall be for three (3) years, and shall commence on April 1, 2022 ("**Commencement Date**"), and shall terminate on March 31, 2025 ("**Expiration**"), unless sooner terminated as provided herein.
- b. Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for two (2) additional three (3) year periods (each an "**Extended Term**"). Tenant's option to extend shall be exercised automatically unless Tenant gives written notice to Landlord that Tenant will not extend this Lease at least ninety (90) days prior to the expiration of the Primary Term or applicable Extended Term. Tenant's right to exercise this option is conditioned upon the following:
 - i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and
 - ii. Tenant shall be current in the payment of Rent at the time the option is exercised.

4. Rent and Payment.

- a. Rent: Tenant agrees to pay Landlord the sum of Twenty-nine Thousand Four Hundred Forty-eight Dollars (\$29,448.00) per year and will remit Two Thousand Four Hundred Fifty-four Dollars (\$2,454.00) per month as Rent paid on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.
- b. Rent Adjustment: On each anniversary of the Execution Date during the Primary Term and any Extended Term hereof the amount of Rent payable hereunder shall be increased by the annual Wyoming Cost of Living Index (WCLI) for Teton County as provided by the State of Wyoming, Economic Analysis Division.
- c. Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.
- d. Payment: Rent Payments shall be made payable to the Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001 until directed otherwise.

5. **Late Rent Charges.** In the event any monthly rent payment is not paid within ten (10) days following the due date, a late charge of five percent (5%) of the monthly rent shall be paid by Tenant. Thereafter, said late rent payment shall automatically accrue interest at an interest rate of eighteen percent (18%), 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 described above and shall be payable on demand without further notice to Tenant.

6. Operating Standards. Tenant 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 and Common Areas.
- b. Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises or Common Areas.
- c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines, and fixtures.
- d. Operate the Leased Premises and Common Areas at a high standard of quality, cleanliness, and professional appearance commensurate with the standards maintained by hospitality properties

located in the Town of Jackson. Tenant shall keep building supplies and maintenance materials properly stored and out of public view and shall not allow the same to accumulate outside of proper storage areas.

- e. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.
- f. Strictly comply with the terms and conditions herein, recognizing that the Leased Premises, Common Areas, the Building, the Property, and all adjacent access areas are an integrated part of a single building which comprises the Snow King Center that is leased to multiple tenant's and used by the public and, as such, a failure by Tenant to comply with the terms and conditions herein will have a detrimental impact on all users and other tenants of the Snow King Center.

7. Prohibitions on Use of the Leased Premises.

- a. Events involved with the use, handling, mixing or liberation of combustible/ flammable liquids, vapors or gases, fireworks, explosive materials or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous use are expressly prohibited.
- b. Tenant shall not use and allow the use of the Leased Premises for any purposes or activities prohibited by the laws, regulations, or ordinances of the United States, State of Wyoming, Teton County, or the Town of Jackson.
- c. Tenant shall not do or allow 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.
- d. Tenant shall not use or allow the use of the Leased Premises nor the Common Areas for the storage, manufacture, selling or distribution of any dangerous, noxious, or hazardous substance.

- 8. Alcohol Sales and Service.** Tenant shall have the right, so long as Tenant has a valid permit from the Town of Jackson, to sell alcoholic and/or malt liquor in specific locations from within and upon the Leased Premises in accordance with any and all conditions applicable to said license, and must adhere to all applicable laws of the State of Wyoming and ordinances of the Town of Jackson as they may exist now or in the future.

Tenant and Landlord agree the below conditions on the serving of alcohol in the Leased Premises enable minors to frequent the Leased Premises and Tenant agrees to the following restrictions associated with the dispensing of liquor:

- a. The licensee will not be allowed to sell package liquor to the public for off premises consumption.
- b. During standard operating functions, which is specifically operation as an ice rink, the applicant will be allowed to sell beer and wine only.
- c. Full liquor service may be allowed at banquets, parties, conventions, exhibitions, conferences, concerts, or special events only.
- d. The Tenant shall not operate the Leased Premises as a bar or lounge at any time.

- 9. Acceptance of the Leased Premises.** Taking possession of the Leased Premises by Tenant shall be conclusive evidence against the Tenant that such Premises are (subject to certain exceptions described below) in good and satisfactory condition when possession of same was taken, that Tenant has inspected the Leased Premises, and accepts the same in "as is" condition. Notwithstanding the foregoing, Landlord acknowledges

that certain repairs are needed to the Leased Premises (including repairs to the Building's roof) which are addressed in more detail in paragraph 12 below.

10. **Taxes and Assessments.** Landlord shall pay all real estate taxes, real estate assessments, and any and all other governmental charges, assessments, or taxes payable in respect to the Leased Premises or any part thereof during the term of this Lease. Tenant shall be liable for all taxes levied against its personal property, business operations, trade fixtures, and other property placed by Tenant in, on, or about the Leased Premises, and any other commercial activity undertaken by Tenant in, on, or about the Leased Premises.

11. **Snow Removal; Electrical; Landscaping; Garbage; Cleaning; Utilities.**

- a. Snow Removal Costs: Tenant shall cooperate with the other tenants of the Snow King Center to obtain snow removal services for the Leased Premises.
- b. Electric and Gas: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.
- c. Landscaping: Tenant shall cooperate with the other tenants of the Snow King Center to obtain landscaping services for the Leased Premises. The landscaping services must include, at minimum, i) routine maintenance and ii) planting of flowers and cosmetic landscaping of the Leased Premises. As used in this provision, "routine maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, control of pests and weeds, and cleanliness, including keeping the Leased Premises clear of any trash, cigarette butts, or other detritus.
- d. Garbage Costs: Tenant is solely responsible for waste removal generated from the Leased Premises and shall contract with a private company for such services.
- e. Water & Sewer & Irrigation: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.
- f. Utility Costs: Any and all utility services used by and in connection with the Leased Premises, including telephone, cable television, internet service, and other utility services to, used by, or in connection with the Leased Premises, shall be contracted for by Tenant in its name and at its sole cost.
- g. Cleaning Costs: Tenant shall contract with a private company for facility cleaning services at the Leased Premises.

12. **Repair and Maintenance.**

- a. Tenant acknowledges that it is accepting the Leased Premises in the condition described in paragraph 9 above. Tenant shall perform the following routine maintenance duties upon and within the Leased Premises during the term of this Lease (certain duties of Landlord are also described below):
 - (1) Clean, sanitize and maintain all areas of the Leased Premises used by the public including the entry and exit ways, locker rooms, bathrooms, and viewing/seating areas.
 - (2) Perform all routine maintenance on the furnaces serving the Leased Premises including routine changing of filters. Landlord shall be responsible for repairing the furnace motors, fans and heating elements and/or replacing the furnaces, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the furnaces.
 - (3) Perform all routine maintenance on the water heaters serving the Leased Premises. Landlord shall be responsible for repairing the heating elements and/or replacing water heaters, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the water heaters.

- (4) Perform all routine maintenance on the chiller and compressors serving the Leased Premises including checking and refilling oil and glycol levels. Landlord shall be responsible for repairing significant elements of the chiller and compressors and/or replacing the chiller and compressors, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the compressors.
- (5) Perform all routine maintenance and upkeep of the bleachers.
- (6) Perform all routine maintenance and upkeep of the boards and glass for the rink. Tenant shall replace all broken glass.
- (7) Tenant shall follow applicable building code relating to storage in the building and shall ensure that all stored items are sufficiently set back from electrical panels as required by applicable code.
- (8) Tenant shall maintain the ice surface through the term of this Lease up to industry safety standards.
- (9) Tenant shall perform all routine maintenance on the lighting for the Leased Premises and shall replace all burnt-out light bulbs.

All entry/exist doors need to remain clean and operable throughout the lease Term.

- b. In addition to those responsibilities of Landlord described in paragraph 12.a. above, Landlord shall repair and maintain the capital items serving the Property, including the roof, foundation, and structural portions of the Building (including walls and siding), air conditioning, plumbing, heating and electrical systems furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall give Landlord written notice of any required repairs or maintenance. Landlord acknowledges that the Building roof is leaking and in need a repair and shall undertake such repairs in a timely manner.
 - c. If the Landlord determines, in its sole discretion, that the Leased Premises are not being properly maintained in the manner described in paragraph 12.a. above, it shall give notice to Tenant in writing to maintain the Leased Premises. The Tenant shall have forty-eight (48) hours in which to correct any minor deficiencies (small repairs or cleaning inadequacies) and thirty (30) days for larger repairs that were caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees. If the repairs and maintenance are not performed to Landlord's satisfaction within the required time period, Landlord may employ another person or entity to repair and/or maintain all or any part of the Premises and the Tenant shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.
13. **Parking.** Tenant may not park any vehicle anywhere other than the parking lots in legally stiped and marked parking stalls. Tenant may not park any vehicle in the patio area on north side of the Building.

It is expressly understood by the parties that the parking lots associated with the Property are public parking lots. Landlord has the authority to prohibit parking that interferes with the safe and appropriate use of the Leased Premises or Property, and retains the right to sign and enforce parking regulations for public safely, access, and appropriate use. It is expressly understood by Tenant that violation(s) of the foregoing restrictions by Tenant, its employees, agents, contractors, or the like will result in parking enforcement action(s), including citations and towing as necessary.

14. **Alterations and Improvements.**

- a. Landlord shall have the right at any time to enter the Leased Premises to inspect or 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 waives any claim for damages including loss of business resulting therefrom. All such additions, repairs, or alterations shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.
- b. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the express written consent of the Landlord (which consent shall not be unreasonably withheld) and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

15. Insurance.

- a. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including trade fixture and on all additional and improvements made by Tenant not required to be insured by Landlord.
- b. Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00). The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.
- c. Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon 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 insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

16. Assignment, Sublease and Mortgage by Tenant. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, sublet, grant a concession, collaterally or absolutely assign its interest in this Lease, the Leased Premises, or any interests or rights appurtenant to this Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt. Such shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, sublease, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate. Any attempt to do so shall constitute a Default under this Lease.

17. Signs. No signs shall be placed at or upon the Leased Premises or Common Areas, except upon the prior written approval under this Agreement and acquisition of all legally required permits from the Town of Jackson. Advertising within the Leased Premises such as on ice rink boards and in other non-permanent forms shall not be subject to this paragraph 17 but shall be subject to the advertising policy described in paragraph 18 below.

18. Advertisements.

- a. Tenant is authorized to place and contract for others to place advertising within the Leased

Premises only as follows:

- i. Tenant shall comply with the Advertising Policy, attached here and made a part hereof by this reference, in Exhibit B.
- ii. Tenant is not authorized to place advertising outside the Leased Premises, the Common Areas, on the exterior of the Building, or anywhere on the Property.

19. Damage or Destruction to Leased Premises.

- a. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, licensees or invitees, and the Leased Premises are not thereby rendered untenable in whole or in part, Landlord shall have the right, at its expense, to 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 wholly untenable, Landlord shall have the right to 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 one hundred eighty (180) days 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.
- b. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, occurs as the result of the fault or any negligence of Tenant or Tenant's employees, agents, business invitees, or licensees the cost and expense of all repairs necessary to restore the condition of the Leased premises shall be borne exclusively by the Tenant and there shall not be apportionment nor abatement of rent during the term of this Lease.

20. Default by Tenant. Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall continue for more than Thirty (30) days after written notice of such default, or if the default is of such a nature that it cannot be cured within Thirty (30) days, than Ninety (90) days if cure is commenced promptly and diligently pursued to completion, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess 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.

21. Payments After Termination. No payments of money by Tenant to Landlord after the termination of this Lease, or in any manner after Landlord provides notice to Tenant or termination, shall reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.

22. 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, 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.

23. 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 not have the right to remove removable light fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

24. **Holding Over.** Should the Tenant hold possession hereunder after the expiration of the Lease term, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions hereinspecified.
25. **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 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.; provided such claims, actions, damages, liability and expense (including attorney's fees related thereto) were not caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.
26. **Landlord's Access.** Tenant shall permit Landlord, or its representative, to inspect at any time 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 practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.
27. **Notices.** Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given upon mailing if sent by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below.

TENANT: Center Management Inc.
P.O. Box 10965
Jackson, Wyoming 83002

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

28. **General Provisions.**

- a. 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.
- b. Severability. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect, and either party may renegotiate the terms affected in the severance.
- c. Time is of the Essence: Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.
- d. Waiver. No waiver or 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.

- e. No Partnership. No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of Landlord the Tenant only
- f. Amendment or Modification. Tenant acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the Parties.
- g. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated and no endorsement or statement on any check or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- h. Governing Law. 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.
- i. Construction. The headings used in this Lease are for convenience only and are not to be used in its construction.
- j. Integration: The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement as to the matters set forth herein, and they are not bound by any other agreements of whatsoever kind or nature.
- k. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this 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.
- l. Joint and Several. 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.
- m. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
- n. Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Lease, and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the 15th day of March, 2022.

LANDLORD:

TOWN OF JACKSON

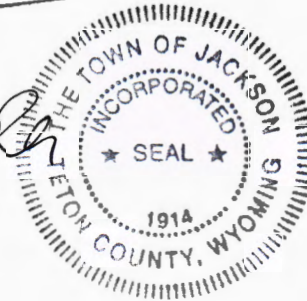
By: *Hailey Morton Levinson*

Hailey Morton Levinson

Its: Mayor

ATTEST: *Riley Taylor*

Town Clerk



TENANT:

CENTER MANAGEMENT INC.

By: *John Valiante*

Name: John Valiante

Its: President

Exhibit A

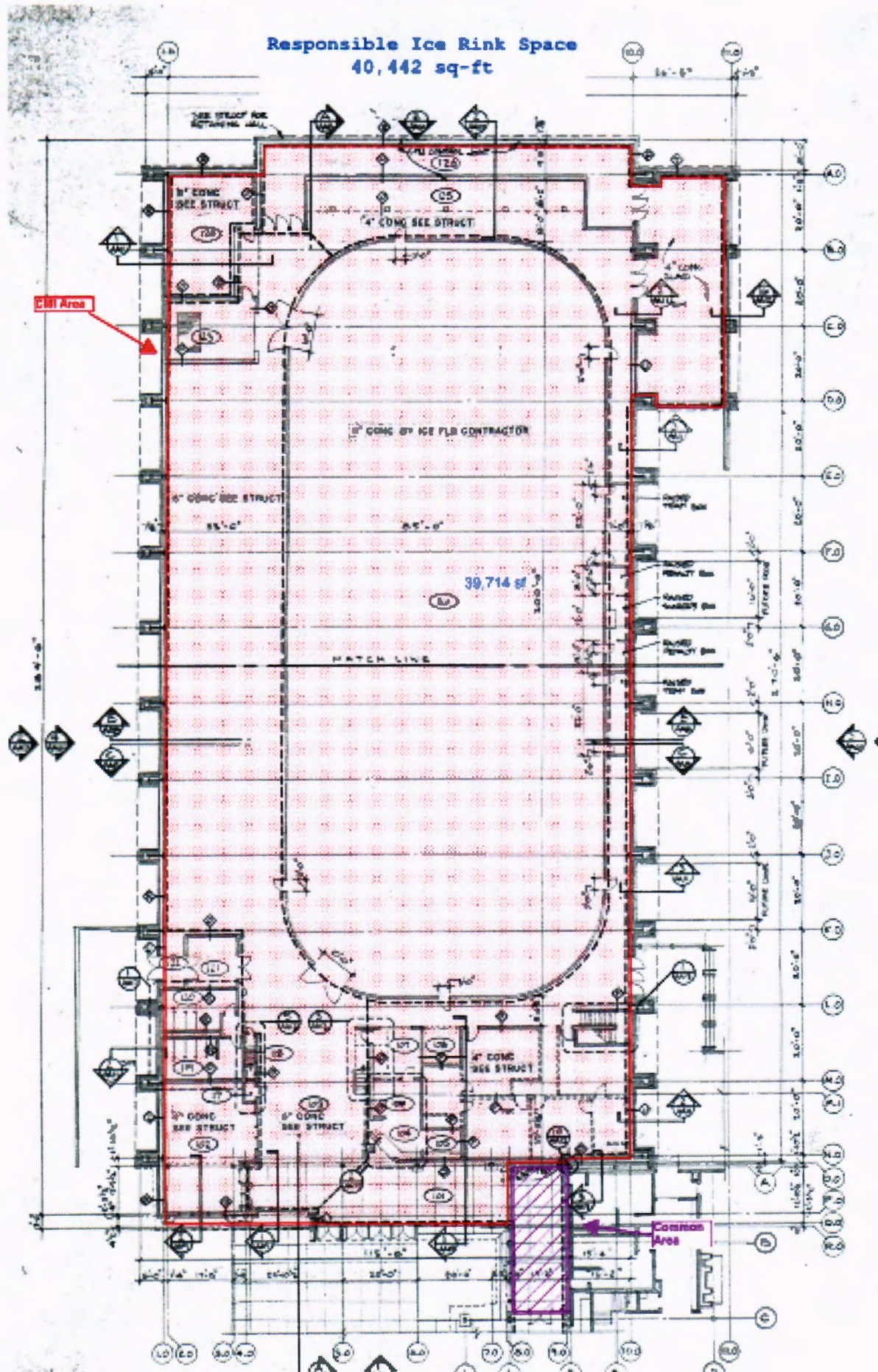


EXHIBIT A

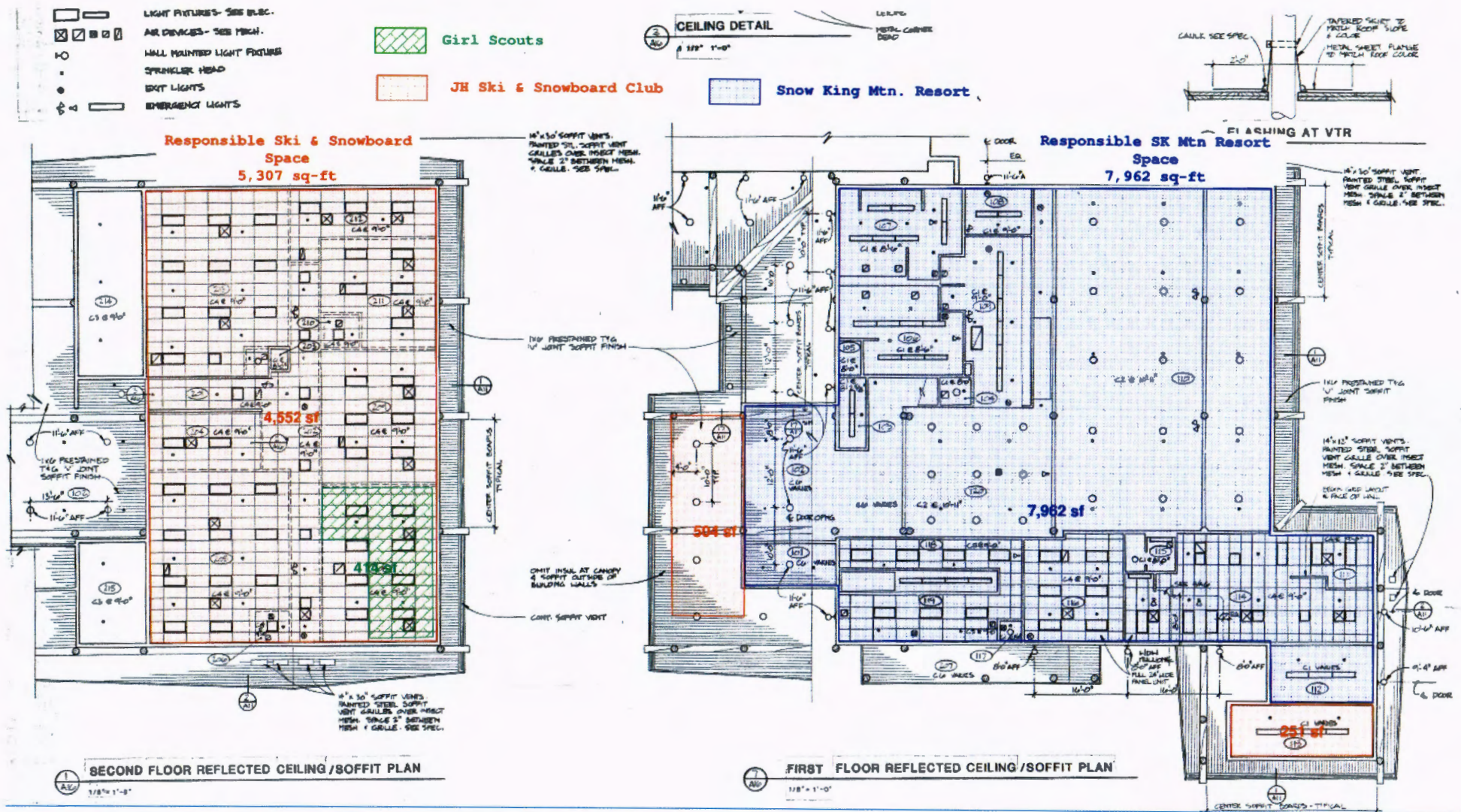
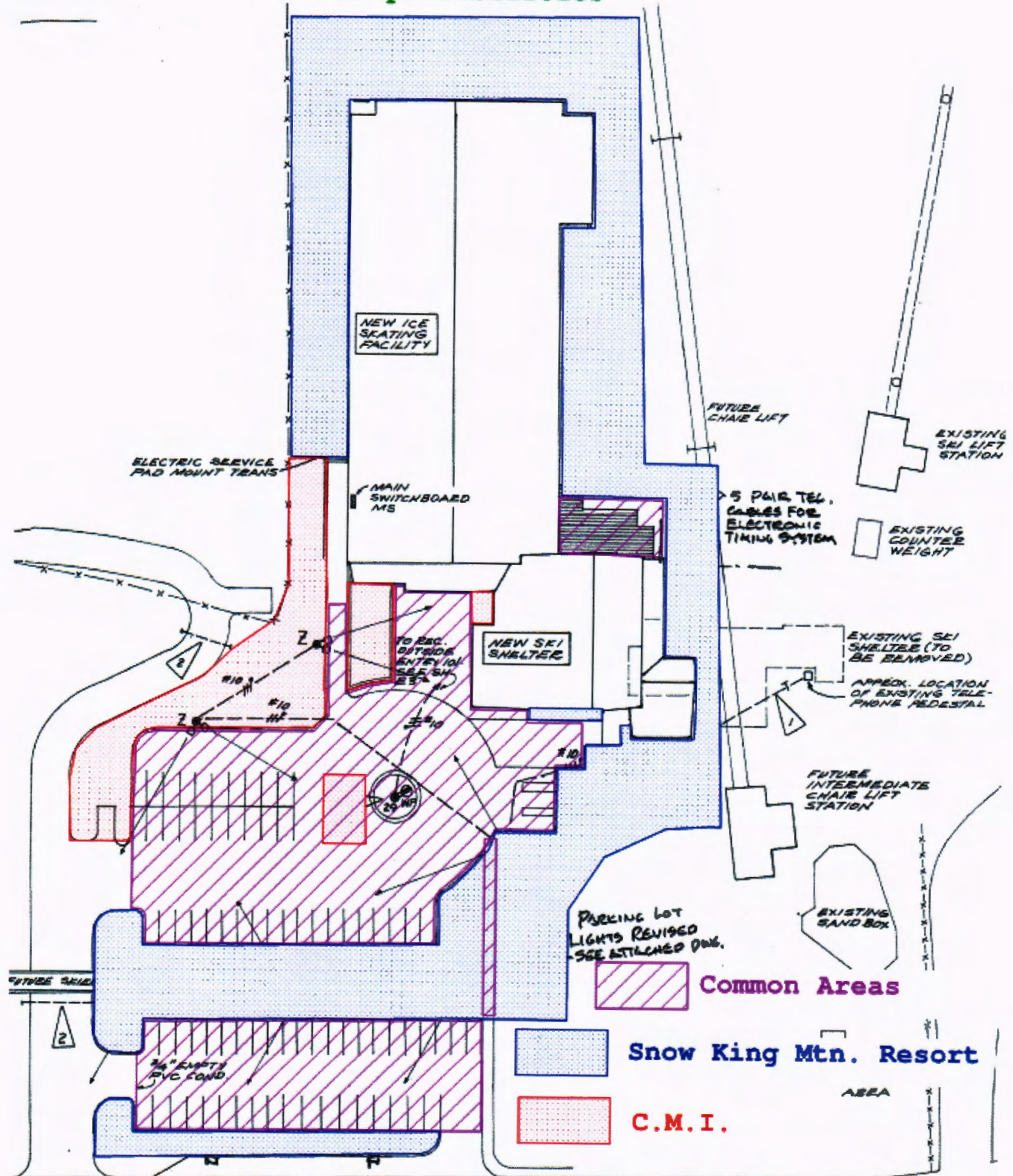


EXHIBIT A

Landscaping Responsibilities



SNOW KING AVENUE

EXHIBIT B

SNOW KING CENTER ADVERTISING POLICY

Effective April 1, 2022

1. SNOW KING CENTER

- a. Snow King Center. The Town of Jackson is the owner of that certain parcel of real property and improvements thereon described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described on Exhibit A. ("Snow King Center").

2. PURPOSE AND INTENT

- a. Primary Purpose. The primary purpose of the Snow King Center is to provide the public a safe environment for public recreation. Consistent with this purpose, the Town places great importance on maintaining a secure, safe, and comfortable Snow King Center that provides public recreation opportunities. To generate additional revenue for the operations and maintenance of Snow King Arena, while also accomplishing the primary objectives listed above, the Town will accept advertising on/in the Snow King Center only if such advertising complies with this Advertising Policy.
- b. Nonpublic Forum Status. The Town's acceptance of advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public recreation facilities, the Town does not intend its acceptance of advertising to convert the Snow King Center into a public forum for public discourse and debate. Rather, as noted above, the Town's sole purpose and intent is to accept advertising as an additional means of generating revenue to support its recreation facility operations. In furtherance of that discreet and limited objective, the Town's retains strict control over the nature of the ads accepted for posting on or in the Snow King Center and maintains its advertising space as a nonpublic forum.
- c. Interference with Purpose. Certain types of advertisements interfere with the advertising program's sole purpose of generating revenue to benefit the operation and maintenance of the Snow King Center. This Advertising Policy advances the advertising program's revenue-generating objective and preserves the forum's primary purposes by prohibiting advertisements that interfere with and divert resources from operations, that detract from the recreation purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to public users. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the Snow King Center or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue, and protects the interests of the captive audience that uses the Snow King Center.

This policy is intended to provide guidance as to the types of advertisements that will allow the Town to generate revenue and enhance public recreation at the Snow King Center by fulfilling the following important goals and objectives:

- i. Maximizing advertising revenue;
- ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by the Town;
- iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;
- iv. Preserving the value of the advertising space;
- v. Maximizing use and maintaining a safe environment for the public users of the Snow King

Center;

- vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for users;
- vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;
- viii. Reducing the diversion of resources from facility maintenance and operation that is caused by objectionable, inappropriate or harmful advertisements.
- ix. Preserving the Town's business reputation as a professional, effective and efficient provider of public recreation facilities and services.

The Snow King Center is a nonpublic forum and, as such, the Town will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

- d. Right to Modify, Suspend, Revoke. The Town reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary function Application of Policy. This Advertising Policy applies to the posting of all advertisements in the Snow King Center on or after the Effective Date. Any advertisements which would be prohibited under this Policy, but which were posted pursuant to the terms of a fully executed advertising contract prior to January 1, 2022 and that is provided to the Town in writing, will be allowed to remain posted for the duration of that contract.
- e. as a recreation facility, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

This Policy does not apply to the Town's government speech as defined below.

- f. Disclaimer of Endorsement. The Town's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service, information or viewpoint contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

3. IMPLEMENTATION RESPONSIBILITY

- a. The Town Manager, or their designee, is responsible for the implementation of this Advertising Policy.

4. SNOW KING CENTER POLICIES

- a. Permitted Advertising Content: Subject to the limitations herein, the following classes of advertising are authorized in and on the Snow King Center:
 - i. Commercial Advertising. Advertising proposing, promoting, or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services, or events for the advertiser's commercial or proprietary interest, or more generally promoting an entity or entities that engage in such activities.
 - ii. Government Advertising. Advertising by a federal, state or local governmental entity that

advances specific governmental purposes. On a limited basis, the Town may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the governmental agency requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Prohibited Advertising as provided herein and must comply with this Advertising Policy. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or unpaid, must specifically identify the sponsor of the advertisement or the message.

- iii. Nonprofit Public Service Announcements. Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:
 - 1. Prevention or treatment of illnesses or promotion of personal health
 - 2. Education, training or employment services
 - 3. Arts, culture, or special events;
 - 4. Provision of children and family services;
 - 5. Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
 - 6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.
- b. Prohibited Advertising Content: Advertising is prohibited on or in the Snow King Center if it falls within one or more of the following categories:
 - i. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.
 - ii. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.
 - iii. Religious. Advertising that promotes or opposes any identifiable or specific religion or religious viewpoint, message or practice.
- c. Prohibited Products, Services or Activities. Any advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.
 - i. Tobacco. Tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, vaping materials or equipment, and smokeless (e.g., chewing) tobacco.
 - ii. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Wyoming law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors. Notwithstanding the foregoing and provided it otherwise is in compliance with this Advertising Policy, alcoholic beverage

advertising may remain in place in the Snow King Center until March 31, 2025. No such contracts may be renewed or extended, whether by automatic provision therein or otherwise, without written approval from Council.

- iii. Firearms. Firearms, ammunition or other firearms-related products.
 - iv. Adult/ Mature Rated Films. Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17," or video games rated "A," or theatrical presentations recommended by the sponsor for persons 18 years or older.
 - v. Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.
 - vi. Other Adult Services. Adult telephone services, adult internet sites and escort services.
 - vii. Sexual Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual organs or activities in a manner that a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would find inappropriate for the public recreation environment, including persons under the age of 18.
 - viii. False or Misleading. Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.
 - ix. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.
 - x. Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.
 - xi. Profanity and Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
 - xii. Threatening Harm. Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.
 - xiii. Harmful or Disruptive to Snow King Center. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center. For purposes of determining whether an advertisement contains such material, the Town will determine whether a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center.
 - xiv. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with, disturb, or interrupt the safe practice of recreation activities in the Snow King Center.
- d. Prohibitions on Literature or Product Distribution and Leafletting. The Town's purpose in operating the Snow King Center is to meet the public's need for safe environment for public recreation. The

Snow King Center is not intended to be a public forum for public discourse or expressive activity.

Literature or product distributions, leafleting and similar activities can disrupt activities, distract sport participants, distract those providing supervision, cause maintenance issues, and otherwise create safety issues for facility users. Accordingly, distribution of literature, leafleting, and other informational or activities are prohibited within the Snow King Center.

- e. Artwork. The Town reserves the right to reject any artwork or design on the basis of aesthetics or any effect the placement may have on the operations, maintenance or safety of the government's property.
- f. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters no smaller than 24-point type for interior advertising:

Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

- 5. GOVERNMENT SPEECH. The provisions of this policy do not apply to the Town's government speech, which includes advertising sponsored solely by the Town, by government entities, or by the Town jointly with another government entity to communicate messages deemed appropriate by the Town Manager, or their designee.
- 6. PROCEDURES.
 - a. All contracts for advertising in the Snow King Center shall contain a provision stating that such advertising must comply with this Advertising Policy.
 - b. If the Town Manager or their designee finds, in their reasonable discretion, that any advertising is not in compliance with this Advertising Policy, the Town Manager, or their designee, may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. If the revisions are not undertaken, the advertisement shall be removed within five business days.
 - c. The Town Manager, or their designee, may consult with appropriate Town of Jackson staff, including the Town Attorney, at any time during the review process.

STAFF REPORT



Meeting Date:	September 16, 2024	Meeting Title:	Regular Town Council Consent
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	ARPA LG-1414 Grant Distribution Request for Flat Creek Apartments	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") is requested to consider approval and execution of a Grant Draft Request and a Certification Statement to receive funds from the ARPA LG-1414 Grant awarded to Town of Jackson for reimbursement of \$1.25 million in development costs at Flat Creek Apartments.

Requested Action.

Approval of the ARPA LG-1414 Grant Draft Request and Certification Statement and authorization of Mayor Morton-Levinson to sign these documents.

Recommendations.

Staff recommend approval of the ARPA LG-1414 Grant Draft Request and Certification Statement.

Background.

The American Rescue Plan Act (ARPA) allocates State and Local Fiscal Recovery Funds to states, territories, localities, and Tribal governments in response to impacts of the COVID-19 pandemic. ARPA funds are permitted to be used, among other uses, to respond to the public health and negative economic impacts of the pandemic, including for the development, repair, and operation of affordable housing.

August 2023: Jackson/Teton County Housing Department on behalf of the Town of Jackson and with support from Sustainable Strategies DC applied to the WY Office of State Lands and Investments for a \$1.25 million reimbursement of development costs at Flat Creek Apartments.

December 2023: WY State Lands and Investments Board approved Town of Jackson's application.

August 2024: Construction completed at Flat Creek Apartments.

September 2024: Request disbursement of funds from WY Office of State Lands and Investments via submittal of Grant Draft Request and Certification Statement.

October 31, 2024: Deadline to ensure that all grant funds are encumbered.

December 31, 2026: Deadline to ensure that all grant funds are expended.

Analysis.

Compliance with WY statutes W.S. §§ 16-6-101, et seq. Public Works and Contracts, 16-6-201, et seq. Preference for State Laborers, & 16-6-1001 Capital Construction Projects was reviewed by the Town Attorney and is documented in the attached Certification Statement.

The Grant Draft Request shows the two payments Town of Jackson made totaling a \$2.25 million contribution to the Flat Creek Apartments development, of which \$1.25 million is requested for reimbursement. This request is supported by the two corresponding Town of Jackson vouchers for payment to Flat Creek Apartments LLC, c/o Blueline Development, Inc. totaling \$2.25 million. Individual invoices for design and construction work completed by GE Johnson Construction, WY and other contractors demonstrate that the grant disbursement amount requested is for reimbursement of funds used directly for development of Flat Creek Apartments.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4).

Fiscal Impact.

Distribution of this grant will reimburse the Town of Jackson for \$1.25 million already paid toward development costs at Flat Creek Apartments.

Staff Impact.

Housing Staff dedicated significant time to application for and administration of this grant with support from Town Finance, Legal, and the Communication & Strategic Initiatives Department.

Attachments or Links.

1. Certification Statement for compliance with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001
2. Grant Draft Request and Supporting Documentation

Suggested Motion.

I move to approve and authorize the Mayor to sign the ARPA LG-1414 Grant Draft Request and the Certification Statement.

Certification Statement
W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" means as defined in W.S. § 16-1-101(a)(i). A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all applicable provisions of W.S. § 16-6-1001. Certain provisions may be waived pursuant to that section.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 unless otherwise noted below.

1. W.S. § 16-6-1001

- ☐ Complied with W.S. § 16-6-1001(a)
- ☐ Waiver approved; attach copy of written waiver provided to Governor
- ☐ N/A

2. W.S. § 16-6-101, et seq.

- ☐ Complied with W.S. § 16-6-101, et seq.

3. W.S. § 16-6-201, et seq.

- ☐ Complied with W.S. § 16-6-201, et seq.

Date: _____

Signature

Title

GRANT DRAFT REQUEST

TO: WYOMING STATE LOAN & INVESTMENT BOARD
OFFICE OF STATE LANDS & INVESTMENTS
122 WEST 25TH STREET, 3RD FLOOR WEST
HERSCHLER BUILDING
CHEYENNE, WYOMING 82002-0600

SLIB100%

LOCAL0%

REQUESTED BY: Town of Jackson

PROJECT DESCRIPTION: Flat Creek Apartments - Affordable Housing

Grant Draft Request #1

	SLIB Amount	SLIB Amount of Engineering
A. Amount of Previous Requests Approved	\$0.00	\$0.00

(List and Attach Invoices Separately)			Total Invoice	SLIB Amount	SLIB Amount of Engineering
Company Name	Invoice #	Purchase Order Date or Service Dates			
Flat Creek Apartments, LLC (c/o Blueline Development, Inc)	1	10/5/2022	\$619,736.27	\$619,736.27	
Flat Creek Apartments, LLC (c/o Blueline Development, Inc)	2	1/31/2023	\$1,630,263.73	\$630,263.73	

Attach separate sheet if needed

B. Current Request for Payment	\$2,250,000.00	\$1,250,000.00	
C. Total Funds Approved to Date (A+B)	\$	1,250,000.00	\$

Office Use Only

Prog. Manager / Designee Approval

Date

Date Range

to

\$

Reference Page(s)

Date Range

to

\$

Reference Page(s)

Engineering RECAP	
Amount of Engineering Approved for Project:	\$250,000.00
Less Previously Requested	
Less Current Request	
Total Engineering Approved to Date	
Balance of Engineering Undisbursed:	\$250,000.00

Funding RECAP

D. Amount of Funds Approved for Project	\$1,250,000.00
E. Less Funds Previously Requested (A)	\$
F. Less Current Request (B)	\$1,250,000.00
G. Total Requests Approved to Date (E+F)	\$1,250,000.00
H. Balance of Grant Funds Undisbursed (D-G)	\$

I hereby certify that the above requested funds by: Town of Jackson for the amount on Line B is a true and accurate request for funds from the WYOMING STATE LOAN & INVESTMENT BOARD. I certify, under penalty of perjury, that this voucher and the items included herein for payment are correct and just in all respects; and that this voucher is approved for payment.

NOTE: All Signatures Must be Original - Photocopy of facsimile Signatures are NOT Acceptable - Document will be Returned.

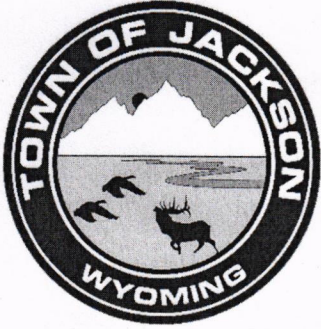
BY:Hailey Morton Levinson, Town of Jackson Mayor

ATTEST:Riley Taylor, Town of Jackson Clerk

Name of contact person for this Grant Draft Request:Kristi Malone

Phone Number:307-732-8571

E-mail Address:kristi.malone@tetoncountwy.gov



Town of Jackson, Wyoming

P.O. Box 1687
150 East Pearl
Jackson, Wyoming 83001
(307) 733-3932

Reference _____

Purchase Order
(Request for Encumbrance) ☐

Voucher
(Request for Payment) ☒

Date _____

AP Clerk [Signature]

Finance Mgr [Signature]

Vendor Address

Flat Creek Apartments, LLC
c/o Blueline Development, Inc
1004 South Ave. West
Missoula, Montana 59801

Billing Address

Town of Jackson
P.O. Box 1687
Jackson, WY 83001-1687
Attn: Accounts Payable

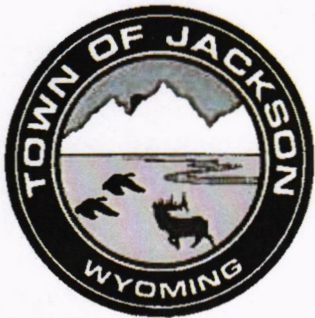
Shipping Address

Account Number	Description	Quantity	Total Amount
201-6710-59167-100	Flat Creek Apartment Contribution <u>ACIT</u>	1	\$619,736.27

"I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

[Signature]
Departmental Approval

10-5-2022
Date



Town of Jackson, Wyoming

P.O. Box 1687
150 East Pearl
Jackson, Wyoming 83001
(307) 733-3932

Reference _____

Purchase Order
(Request for Encumbrance)

☐

Voucher
(Request for Payment)

☒

Date _____

AP Clerk [Signature]

Finance Mgr [Signature]

Vendor Address

#7124
Flat Creek Apartments

Billing Address

Town of Jackson
P.O. Box 1687
Jackson, WY 83001-1687
Attn: Accounts Payable

Shipping Address

Account Number	Description	Quantity	Total Amount
201-6710-59167-100	Flat Creek Apartments Development	1	\$1,630,263.73

"I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

[Signature]
Departmental Approval

1-31-2023
Date

STAFF REPORT



Meeting Date:	September 16, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Options for removal of the Mercer Cabin from Karns Meadow	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider alternatives for removal of the Mercer Cabin from Karns Meadow and provide direction for staff.

Requested Action.

Provide direction for staff to move forward with the removal of the Mercer Cabin from Karns Meadow.

Recommendations.

Staff recommends rereleasing the Request for Proposals that was released on July 2nd with an updated timeline.

Background.

On July 1, 2024, Town Council approved the release of a Request for Proposals (RFP) for the purchase, removal, and relocation of the Mercer Cabin. The storage of the Mercer Cabin at Karns Meadow is not an allowable use within the restrictive covenants on the property. Proposals were due July 31, 2024, at 5:00 PM Mountain Standard Time. The following criteria were used to evaluate proposals.

EVALUATION CRITERIA	POINT VALUE
Project Approach – What is the ability of the proposer to successfully coordinate all aspects of the work required to move the Mercer Cabin from Karns Meadow to a permanent location within the designated timeline? Does the proposer have experience moving and maintaining historic structures? Are they contracting someone who does?	30
Budget – Appendix A: Relocation costs and purchase price for the Cabin (minimum bid \$1).	25
Relocation – Will the Mercer Cabin be relocated within the Town? Will it be located within Teton County or the greater Teton region? Will it be located where the public can see it, or will it be hidden from view? Priority will be given to proposers who will keep the Cabin local and visible to the public, with highest priority going to proposers who will relocate the cabin within the Town of Jackson.	25
Future Use – Will the Cabin be utilized? For what? Will the proposed use be private or public? Projects that will utilize the Cabin and are available to the public will receive higher points.	15
Clarity of Proposal – Did the proposer follow the directions and include all of the requested materials?	5
TOTAL MAXIMUM SCORE	100

The Town received one proposal, and it scored very highly using our evaluation criteria. Unfortunately, the proposer asked for their proposal to be removed from consideration a few days after they submitted it. Staff encouraged the proposer to submit an alternative proposal, but to no avail. Staff then reached out to the Historic Preservation Board, Shacks on Racks, and all contacts that had previously expressed interest in the project to see if any of them knew any parties that might be interested. At least three parties have expressed interest in submitting a proposal.

In the RFP that was released on July 2nd, the Town of Jackson reserved the right to accept a late submittal. Interested parties have been asked to submit a proposal according to the original guidelines outlined in the RFP. However, timelines within the RFP need to be shifted, and removal of the Cabin from Karns Meadow prior to winter may not be possible.

Analysis.

While there is interest in preserving the Cabin, the cost of moving, maintaining, and insuring it deterred potential proposers. Other interested parties have properties outside of Teton County or do not intend to open the Cabin to the public. They did not submit proposals in July because they did not think that they would score well according to the published evaluation criteria.

Staff recommends rereleasing the RFP with the same evaluation criteria and a revised timeline. Rereleasing the RFP will increase awareness that we are still accepting proposals, and it will set a deadline for the second round of proposals. Keeping the same evaluation criteria will maintain priority for relocations that are local and visible to the public, but it will not prevent other proposals from being submitted.

Staff proposes the following revised timeline:

September 17, 2024, 5:00 MST– Release RFP.

October 1, 2024, 5:00pm MST– Questions must be received.

October 7, 2024, 5:00pm MST– Responses to questions will be available.

November 1, 2024, 5:00pm MST – Deadline for RFP submittal.

November 22, 2024, 5:00pm MST – Review and selection of proposal.

June 1, 2025, 5:00pm MST– Removal of the Cabin from Town property is complete.

Possible Alternatives.

Staff recommends rereleasing the RFP with a revised timeline and no other edits. However, since we were not successful with the first release of the RFP, Council may wish to pursue other options. Possible alternatives include:

1. Direct staff to rerelease the RFP for purchase, removal and relocation of the Cabin with more extensive revisions.
 - Council may wish to change the evaluation criteria, include timelines that are different from staff's recommendation, prioritize proposals that remove the Cabin before winter, or change other components of the RFP to make it more appealing to potential proposers.
2. Direct staff to draft an RFP for removal and demolition of the Cabin.
3. Direct staff to end the search for a proposal to purchase, remove, and relocate the Cabin and to return with other alternatives for removing the Cabin from Karns Meadow.
 - Council could direct staff to conduct an assessment of Town-owned properties or potential partnerships with other organizations and return to Council with a report on potential locations and costs. This option will be time-intensive and may not produce a viable alternative.

Comprehensive Plan & Priority Alignment.

Principle 1.4 – Protect and steward open space.

Protecting open space preserved habitat and scenery and maintains our western agricultural heritage. Avoiding development in critical wildlife areas and providing recreational opportunities that reduce pressure on habitat help maintain a healthy ecosystem. Agriculture, conservation easements, and other methods to protect open space from development while providing active stewardship of the land should continue to be encouraged.

Character Defining Feature 4.5 - Karns Meadow

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forwards wildlife needs will need to be carefully balanced with providing the recreational

and other amenities envisioned in the original landowner's conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Fiscal Impact.

There will be a fiscal impact if the Town of Jackson takes on the responsibility for moving, maintaining, or demolishing the Mercer Cabin. Delaying the timeline for removal of the Cabin from Karns Meadow may delay construction at Karns Meadow Park, which could add to the total project cost.

Staff Impact.

It took staff an estimated 10 hours of staff time from Administration, Public Works, and Parks & Recreation to release the RFP, review proposals, and communicate with potential proposers. It took staff 3 hours to draft and review the RFP and write the report in 2023, and one hour to revise them. It took staff approximately 12 hours to work with the Historic Preservation Board, the Jackson Hole Land Trust, and other stakeholders to investigate incorporation of the Cabin into Karns Meadow. The Historic Preservation Board, the Jackson Hole Land Trust, and EcoConnect Consulting also dedicated time to considering the incorporation of the Cabin into Karns Meadow Park, and one board member of the Historic Preservation Board served on the evaluation committee.

Attachments or Links.

RFP with revised timeline.

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

I move to approve the release of the revised RFP to purchase and remove Mercer Cabin from the Karns Meadow property.

CALL FOR Historic Building Relocation Experts
REQUEST FOR PROPOSALS, JACKSON HOLE, WYOMING

Requested By: Town of Jackson

Proposal Due Date: 5:00 PM MST November 1, 2024

Proposal Submission: via e-mail or hard copy delivered by hand or delivery service to:

Town of Jackson
C/O: Riley Taylor
150 East Pearl Avenue
P.O. Box 1687
Jackson, WY 83001
rtaylor@jacksonwy.gov

RFP Available from: September 17, 2024, 5:00 PM MST

Contact and Questions: Riley Taylor, Town Clerk
rtaylor@jacksonwy.gov

The Town of Jackson reserves the right to **reject any or all responses submitted**, in whole or part, and to waive any informalities.

I: SUMMARY

The Town of Jackson seeks proposers interested in purchasing, removing from Town property, and relocating the historic Mercer Cabin to a new location from its current temporary storage location at Karns Meadow. The Town intends to enter into a contract with a qualified proposer for such purchase, removal, and relocation.

A: BACKGROUND AND PURPOSE

The Mercer Cabin was originally built on Cache Street in 1938 by Phil Baux. The Cabin was moved by the Mercer family to the Sagebrush Motel and then to 265 E. Broadway where they ran the Alpine Pawn Shop. In 2014, the Cabin was moved to Karns Meadow. The intent was for the Cabin to be stored temporarily at Karns Meadow and potentially moved to May Park to be a cross-country ski warming hut. The plan to use it locally never came to fruition. It has been stored at Karns Meadow, unused, since 2014. Storage of the Cabin at Karns Meadow out of compliance with the Town's conservation easements and restrictive covenants for the property; the Town seeks a qualified proposer to purchase the Cabin and relocate it.

The Mercer Cabin is 17 feet deep by 20 feet tall by 23 feet long. In 2014, the Teton County Historic Preservation Board determined the Cabin's historical significance because of its connection to Phil Baux, its unique design characteristics including a steep roof and wavy shingles, and because it was featured in Life Magazine in 1948. The Cabin's materials and design retain historical integrity from its original construction and historic era.

Because the Mercer Cabin has historic value, proposals to preserve the Cabin rather than destroy it will be scored more highly, and proposals that keep the Cabin local and available to the public will be scored even higher.

II: STATEMENT OF WORK

A: Intent

The Town of Jackson's goal is to award a contract to a proposer that will purchase the Cabin, remove it from Town property, and relocate it (ideally locally and for public viewing) and use qualified movers to execute these steps.

B: Scope of Work

The Town of Jackson seeks a proposer to purchase, remove from Town property, and relocate the Mercer Cabin. The selected proposer will be expected to meet with Town staff to coordinate removal, to use a qualified mover for the relocation, and to complete the removal by June 1, 2025.

C: Qualifications

The successful proposer must have the experience and knowledge necessary to move a historic structure or must contract with a mover who does and must have the capacity to complete the project by June 1, 2025, including milestones mutually agreed to within that deadline. The timeline will be mutually agreed upon and set via contract.

D. Project Budget

Proposers should include a budget in their proposal that includes a purchase price for the Cabin and the cost of moving the Cabin. Proposals that include paying the full cost of removal and relocation will be prioritized. The purchase price must be \$1 or greater.

E. Communications and Tour of Facility

Requests for additional information or a tour of the Cabin at its current temporary location can be submitted until 5:00pm Mountain Standard Time October 1, 2024. Such requests must be in writing via email and submitted to rtaylor@jacksonwy.gov. The Town will respond to any request for additional information or will schedule a tour of the Cabin at its current temporary location via email by 5:00 pm Mountain Standard Time October 7, 2024. Any communications will be considered unofficial and non-binding on the Town.

III. SELECTION PROCESS AND TIMELINE

A: Timeline and Process

A selection committee will review the proposals. The committee may select proposers for further consideration or may directly select and negotiate a contract with the leading proposer. If more than one proposer is considered, then interviews may be conducted, or additional information requested. The final selection schedule is contingent upon the proposals received and may be changed at any time. The selection process will proceed on the following schedule:

September 17, 2024, 5:00 MST– RFP released.

October 1, 2024, 5:00pm MST– Questions must be received.

October 7, 2024, 5:00pm MST– Responses to questions will be available.

November 1, 2024, 5:00pm MST – Deadline for RFP submittal.

- Proposals must be received at the Town of Jackson by 5:00 PM MST November 1, 2024. Proposals may be transmitted via e-mail or hard copy delivered by hand or delivery service (Fed /Ex etc.) to Town of Jackson, C/O: Riley Taylor, 150 Pearl Avenue, P.O. Box 1687, Jackson, WY 83001. Please email submissions to rtaylor@jacksonwy.gov.
- The Town of Jackson cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

November 22, 2024, 5:00pm MST – Review and selection of proposal.

- The selection panel will select the proposer from proposals received. This process will include a review of proposals and other information as necessary. The Town of Jackson may conduct interviews with the potential proposer(s) if applicable. In making this selection, the Town of Jackson reserves the right to request information from any proposer to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Town of Jackson also reserves the right to make a selection without conducting interviews.
- One proposer will be identified based on the selection criteria listed below and enter into an agreement with the Town of Jackson.

June 1, 2025, 5:00pm MST– Removal of the Cabin from Town property is complete.

B: Submittal Requirements

Proposers are invited to submit a proposal at their own cost. The Town of Jackson assumes no obligation of any kind for expenses incurred by any respondent to this RFP.

- Proposals submitted electronically must be submitted through the Town Clerk, Riley Taylor, at rtaylor@jacksonwy.gov and must be compiled into a single Word or .pdf document named "Mercer Cabin Relocation – [proposer name]".
- Proposals must be received by 5:00 pm MST November 1, 2024, in order to be considered.
- Proposals must be submitted as follows:

Section 1:

1. Five (5) page maximum proposal. Cover letters will be considered part of the maximum page limit.
 - a. Brief (1 page) cover letter. The cover letter shall include:
 - i. Proposer's legal name and address.
 - ii. The name, title, and contact information of the person authorized to negotiate the contract on behalf of the proposer.
 - iii. The name, title, and contact information of the person to be contacted for clarification of the proposal.
 - iv. Acknowledgement that the conditions governing this RFP have been read and accepted.
 - b. Project approach (1 page maximum): Narrative explaining how the proposer will complete the project. This section must include a proposed timeline.
 - c. Budget (1 page maximum): Proposer must use the Appendix A table.
 - d. Relocation (1 page maximum): Statement describing the new Cabin location.
 - e. Future Use (1 page maximum): Statement describing how the Cabin will be used.
2. List of all subcontractors, including statement of experience, if subcontractors will be used. If no subcontractors will be used, include a statement to that effect in the proposal.

Section 2: Proof of Liability and Worker's Compensation Insurance.

C: Selection Criteria

The Selection Panel will refer to the criteria listed below while evaluating proposals.

EVALUATION CRITERIA	POINT VALUE
Project Approach – What is the ability of the proposer to successfully coordinate all aspects of the work required to move the Mercer Cabin from Karns Meadow to a permanent location within the designated timeline? Does the proposer have experience moving and maintaining historic structures? Are they contracting someone who does?	30
Budget – Appendix A: Relocation costs and purchase price for the Cabin (minimum bid \$1).	25
Relocation – Will the Mercer Cabin be relocated within the Town? Will it be located within Teton County or the greater Teton region? Will it be located where the public can see it, or will it be hidden from view? Priority will be given to proposers who will keep the Cabin local and visible to the public, with highest priority going to proposers who will relocate the cabin within the Town of Jackson.	25
Future Use – Will the Cabin be utilized? For what? Will the proposed use be private or public? Projects that will utilize the Cabin and are available to the public will receive higher points.	15
Clarity of Proposal – Did the proposer follow the directions and include all of the requested materials?	5
TOTAL MAXIMUM SCORE	100

IV. LEGAL

Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties.

The Town of Jackson reserves the right to:

- Reject any or all proposals or accept what is, in its judgment, the proposal which is in the Town of Jackson's best interest.
- Accept a late submittal or to waive any technical defects or irregularities in any or all proposals.
- Discuss proposals with proposers whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, ensure responsiveness to the RFP requirements, and eliminate some proposal elements.
- Not fund the project if it does not receive any proposals that, in its sole discretion, meet the goals of the project.
- Alter the makeup of the Selection Panel or re-issue this RFP.

Instructions: For Cabin Bid: enter an amount one dollar or greater. For Relocation Cost: if you will be paying the cost of relocation, enter zero. If your proposal includes a cost to the Town for relocation, enter the amount. Relocation Cost includes, but is not limited to, staffing, freight, fuel, insurance, and all other costs.

Activity	Dollar Amount
Cabin Bid	\$0.00
Relocation Cost	\$0.00
Other Costs (please explain)	\$0.00
Total Project Cost/Bid	\$0.00

STAFF REPORT



Meeting Date:	September 16, 2024	Meeting Title:	Town Council Meeting
Submitting Department:	Building Department	Presenter:	Paul Anthony
Agenda Item:	Demolition Permit DEM24-006 Located at 105 E. Broadway	Public Comment:	Yes

Purpose & Policy Considerations

The purpose of this item is for the Council to review and consider a demolition request when the Teton County Historic Preservation Board (TCHPB) recommends a stay on demolition per Title 15.38 D. Demolition Permit Review

Requested Action.

On August 6, 2024, applicant Jeff Neishabouri applied for a demolition permit (DEM24-006) to remove the existing commercial structure located at 105 E. Broadway.

Recommendations.

The TCHPB recommends a ninety (90) day stay in the issuance of the demolition permit for public comment and for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

Background.

Upon receipt of a demolition permit application pursuant to Section 105.1 of the International Building Code, the Planning and Building Department shall refer the demolition application to the TCHPB.

The TCHPB met on August 14, 2024, and found, based on the submitted application and their own analysis, that the structure located at 105 E. Broadway is historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register. Specifically, the structure is historically significant under the following criteria:

Town of Jackson Designation Criteria to the Jackson Historic Register

Criterion A: Association with events that have made a significant contribution to the broad patterns of our history.

The structure located at 105 E. Broadway and referenced in demolition permit DEM24-0007 is historically significant to a broad pattern of our history, specifically the development of the Jackson Town Square.

Analysis & Key Policy Questions.

The key policy question is whether the Council supports (or not) the TCHPB's recommended stay of 90 days for the existing structure located at 105 E. Broadway

Possible Alternatives.

The Council may consider requiring a stay of less than 90 days or no stay at all.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan addresses historic preservation with the following policies:

Policy 4.5a: Identify and preserve historically significant structures and sites;

Policy 4.5.b: Support the Historic Preservation Board; and

Policy 4.5.c: Enhance historic preservation education, outreach, and awareness

Fiscal Impact.

None Identified

Staff Impact.

Processing this application took staff approximately four hours

Attachments or Links.

Demolition permit application

Photos

Recommendation from TCHPB (email)

Asbestos Abatement

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

I move to approve a stay of 90 days [or less] for Item PM24-006 for the demolition of the existing commercial structure as presented in this staff report and located at 105. East Broadway Avenue.

From: [Teton Preservation Board](#)
To: [Kelly Bowlin](#)
Cc: [Michael Stern](#)
Subject: DEM24-0006 and 0007
Date: Wednesday, August 14, 2024 11:09:21 AM



Hi Kelly,

The Teton County Historic Preservation Board met last night. Their recommendations regarding demo permits DEM24-0006 and 0007 are below.

DEM24-0006 595 E Kelly

The Teton County Historic Preservation Board does not find this structure historically significant and does not recommend a 90 day stay of demolition.

DEM24-0007 105 E. Broadway

The Teton County Historic Preservation Board finds the structure at 105 E. Broadway to be historically significant according to the Town of Jackson Designation Criteria to the Jackson Historic Register under Criteria A and recommends a 90 day stay in the issuance of a demolition permit for public comment and in order for the applicant, the TCHPB and other interested parties to explore alternatives to demolition.

Town of Jackson Designation Criteria to the Jackson Historic Register

Criterion A: Association with events that have made a significant contribution to the broad patterns of our history.

The structure located at 105 E. Broadway and referenced in demolition permit DEM24-0007 is historically significant to a broad pattern of our history, specifically the development of the Jackson Town Square.

Best,

Susan

Susan Eriksen-Meier

Teton County Historic Preservation Board

P.O. Box 4083, Jackson WY 83001

307-690-7781

Correspondence, including e-mail, to and from the Teton County Historic Preservation Board, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



DEMOLITION PERMIT APPLICATION
Planning & Building Department
Building Division

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

For Office Use Only

Permit No.		Permit Fee:		Date Received:		Date Due:	
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 105 E Broadway

PIDN: _____ Original Year Built: _____

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: _____

Years and Description of any Remodels: _____

Years and Description of any other Demolitions: _____

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Complete building demolition to prepare site for construction of new building

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Jeff Neishabouri Phone: 307-690-1500

Mailing Address: PO Box 6368 Jackson, WY ZIP: 83002

E-mail: jeff@kismetruks.com

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: Jeff Neishabouri Phone: 307-690-1500

Mailing Address: PO Box 6368 Jackson, WY ZIP: 83002

E-mail: jeff@kismetruks.com

CONTRACTOR.

Name: Bateman-Hall, Inc Phone: 208-523-2681

E-mail: doil.clements@bateman-hall.com License: # 2934

NOTICES: <i>The following information should be considered with any demolition permit application:</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	

DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. *In order to be considered complete the following elements must be supplied with this application. (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):*

APPLICANT INITIALS	Application shall include the following items or acknowledgments:
	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.

 _____ Signature of Owner or Authorized Applicant/Agent	_____ Date <i>Aug 6-21</i>
_____ Name Printed <i>Jeff Nashabouri</i>	_____ Title <i>Manager</i>

DEMOLITION GENERAL NOTES

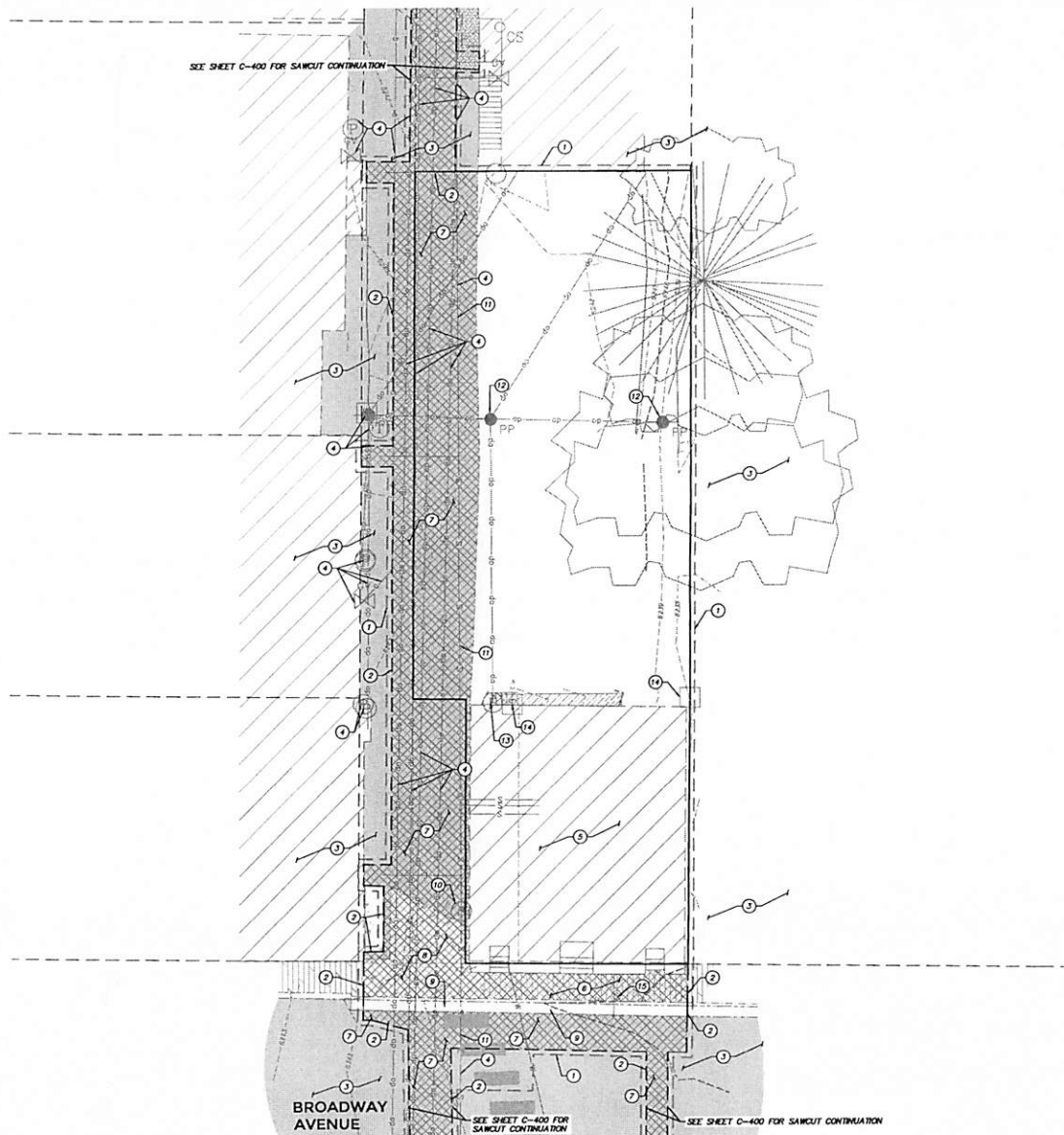
1. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY THEMSELVES AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

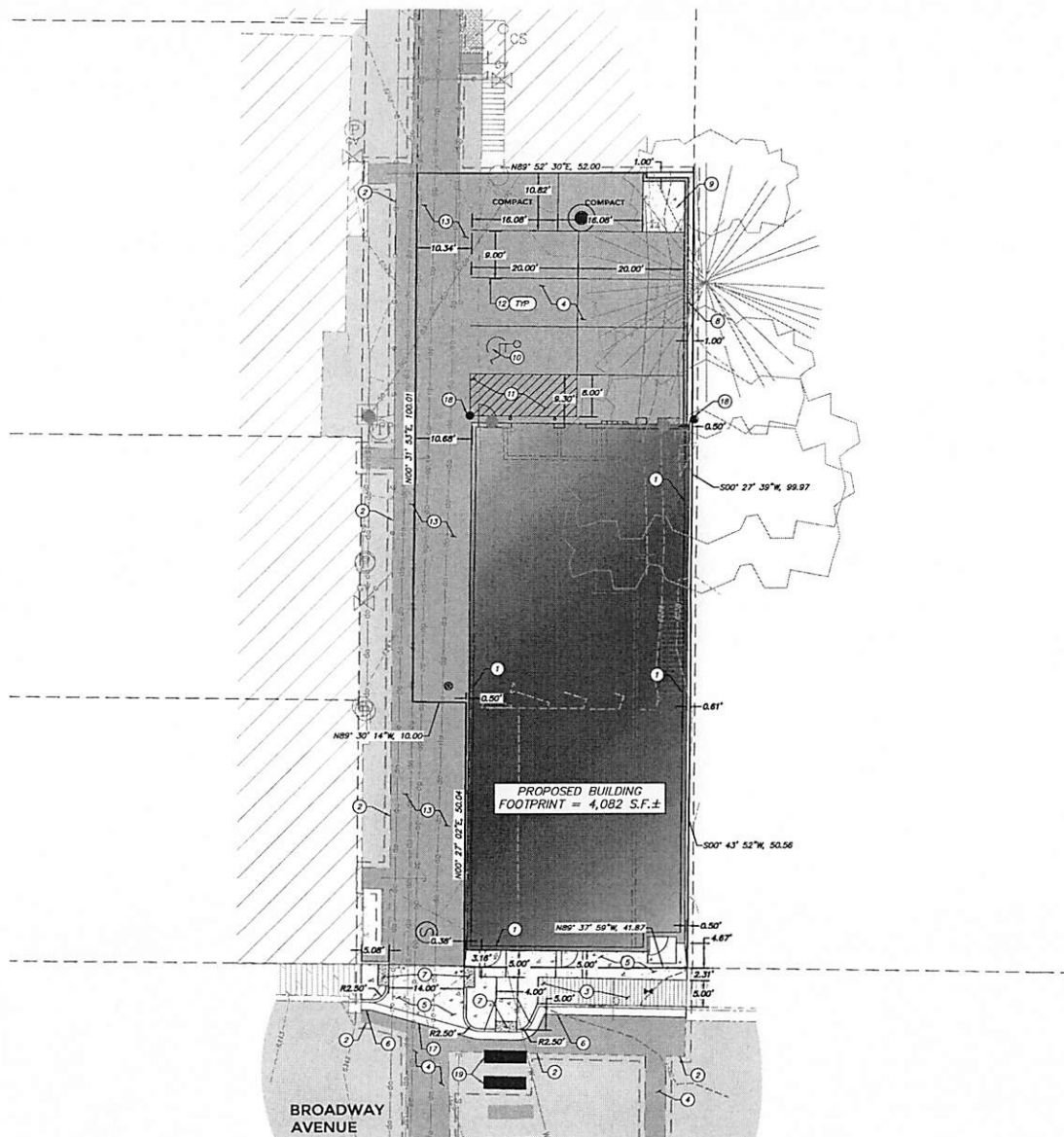
2. ENGINEERING AND TRANSPORTATION PERMITS ARE REQUIRED FOR STAGING, OCCUPANCY AND/OR EXCAVATING IN THE PUBLIC RIGHT-OF-WAY. PLANS, LICENSE, BONDS AND INSURANCE ARE REQUIRED WITH PERMIT APPLICATION. ALL WORK IN THE PUBLIC RIGHT-OF-WAY SHALL FOLLOW CURRENT STANDARDS.

3. CONTRACTOR TO ENSURE PROPER DISPOSAL OF ALL MATERIALS REMOVED FROM SITE AS PART OF THE DEMOLITION PROCESS.

SCOPE OF WORK

1. APPROXIMATE LIMITS OF DISTURBANCE.
2. SAWCUT TO PROVIDE SMOOTH CLEAN EDGE FOR PROPOSED IMPROVEMENTS.
3. PRESERVE AND PROTECT EXISTING IMPROVEMENTS BEYOND LIMITS OF DISTURBANCE.
4. PROTECT IN PLACE EXISTING UTILITY LINE/STRUCTURE.
5. DEMOLISH EXISTING BUILDING AND ASSOCIATED FOOTINGS/FOUNDATIONS/UTILITY SERVICES COORDINATE WITH APPROPRIATE UTILITY ENTITIES PRIOR TO TERMINATION OF SERVICE.
6. REMOVE EXISTING BOARDWALK MATERIAL.
7. REMOVE EXISTING ASPHALT PAVEMENT.
8. REMOVE EXISTING CONCRETE PAVEMENT.
9. REMOVE EXISTING CURB AND GUTTER.
10. REMOVE EXISTING SANITARY SEWER MANHOLE AFTER NEW SEWER MAIN IS INSTALLED AND APPROVED.
11. ABANDON IN PLACE EXISTING SANITARY SEWER PIPE. SEE SHEETS C-400 AND C-410 FOR SANITARY SEWER DESIGN.
12. RELOCATE EXISTING UTILITY POLE AND CONNECTED OVERHEAD POWER/COMMUNICATION LINES. COORDINATE WITH UTILITY PROVIDER(S) PRIOR TO TERMINATION OF SERVICE.
13. REMOVE EXISTING ELECTRICAL CABINET/BOX.
14. REMOVE EXISTING COMMUNICATIONS CABINET/BOX.
15. REMOVE, PRESERVE AND REPLACE EXISTING "NO PARKING/PEDESTRIAN CROSSING" SIGN.





SITE GENERAL NOTES:

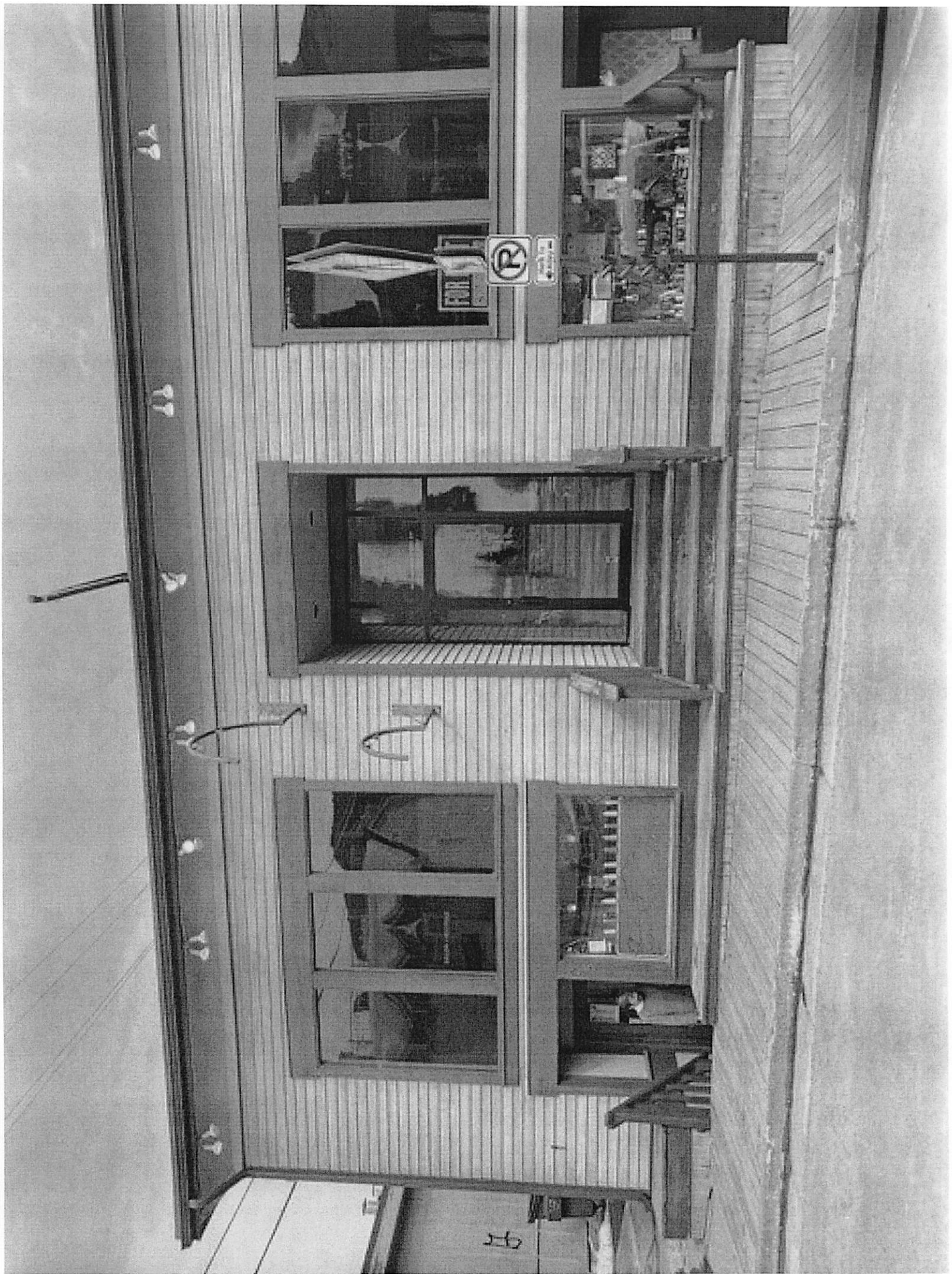
1. SEE GRADING DRAWINGS FOR ADDITIONAL DESIGN INFORMATION.
2. ALL SIGNS AND MARKINGS SHALL CONFORM TO THE LATEST EDITION ON THE M.U.T.C.D.
3. NO PHASING ANTICIPATED ON THIS PROJECT.

ENGINEERING AND TRANSPORTATION PERMITS ARE REQUIRED FOR STAGING, OCCUPANCY, AND/OR EXCAVATING IN THE PUBLIC RIGHT-OF-WAY. PLANS, LICENSE, BOND, AND INSURANCE ARE REQUIRED WITH PERMIT APPLICATION. ALL WORK IN THE PUBLIC RIGHT-OF-WAY SHALL FOLLOW CURRENT TOWN OF JACKSON OR APWA STANDARDS (APWA STANDARDS AND SPECIFICATIONS AVAILABLE AT [HTTPS://APWASTORE.NET/](https://apwastore.net/)). ENGINEERING PERMIT AND TRANSPORTATION PERMIT REQUIRED TO TERMINATE/CEASE ANY EXISTING SERVICES IN THE PUBLIC RIGHT-OF-WAY.

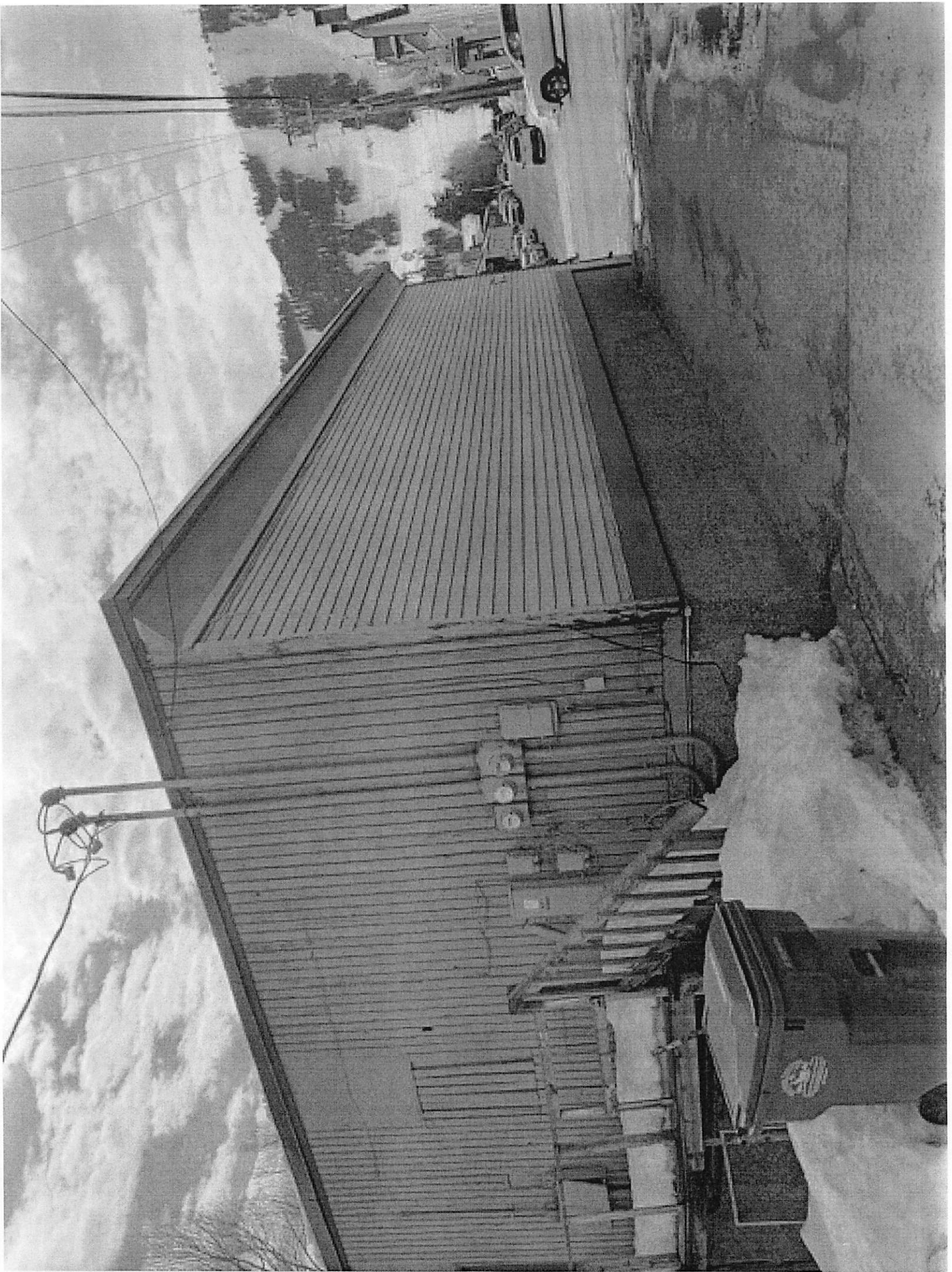
SITE SCOPE OF WORK:

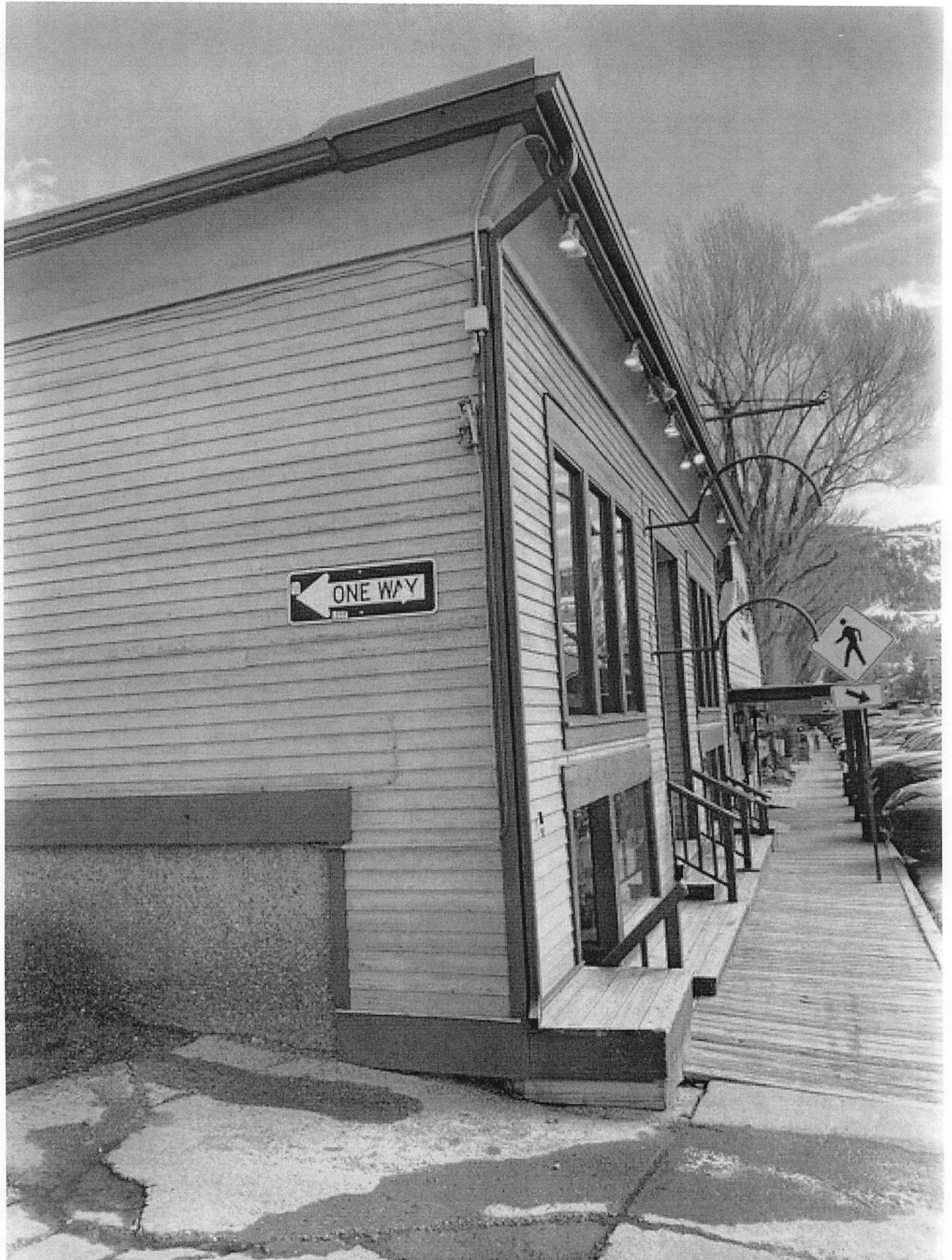
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. BUILDING FOOTPRINT: SEE ARCHITECTURAL PLANS.
2. ASPHALT PAVEMENT TE-IN PER TOWN OF JACKSON STANDARD DETAIL ST-118. SEE SHEET C700.
3. BOARDWALK PER TOWN OF JACKSON STANDARD DETAIL ST-111. SEE SHEET C700.
4. ASPHALT PAVEMENT PER TOWN OF JACKSON STANDARD DETAIL ST-118. SEE SHEET C700.
5. CONCRETE SIDEWALK PER TOWN OF JACKSON STANDARD DETAIL ST-127. SEE SHEET C700.
6. CURB AND GUTTER PER TOWN OF JACKSON STANDARD DETAIL ST-110. SEE SHEET C700.
7. DETECTABLE WARNING SURFACE PER TOWN OF JACKSON STANDARD DETAIL ST-112. SEE SHEET C700.
8. CONCRETE RETAINING WALL: SEE STRUCTURAL PLANS FOR DETAILS.
9. APPROXIMATE TRANSFORMER LOCATION: SEE ELECTRICAL PLANS. COORDINATE WITH LVE POWER FOR EXACT SIZE AND LOCATION.
10. ACCESSIBLE PARKING STALL MARKING PER M.U.T.C.D.
11. ACCESSIBLE LOADING ZONE STRIPING PER M.U.T.C.D.
12. 4" WHITE STRIPE PER M.U.T.C.D.
13. PUBLIC ALLEY SECTION PER TOWN OF JACKSON STANDARD DETAIL ST-120 (SINGLE CROSS SECTION). SEE SHEET C700.
14. REPLACE NO PARKING AND PEDESTRIAN CROSSING SIGN.
15. EXTERIOR VESTIBULE - SEE ARCHITECTURAL PLANS FOR DETAILS.
16. ENCLOSED TRASH AREA: SEE ARCHITECTURAL PLANS FOR DETAILS.
17. VALLEY CUTTER AND TURN FILLET PER TOWN OF JACKSON STANDARD DETAIL ST-100. SEE SHEET C700.
18. NEW POWER POLE LOCATION - COORDINATE WITH LVE POWER FOR SIZE AND LOCATION.
19. RE-STRIPE CROSS WALK TO LINE UP WITH NEW ADA RAMP.











SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

S 5¹⁰

557046

V: 557046

rpatel 3/27/2024 2:57:00 PM
Hand Delivered N/A

Submitting Co.	Idaho asbestos abatement			State of Collection	WY	Cert. Required	☐ YES ☒ NO
				Acct #	5179	Phone	208-807-0375
				Email	Idahoasbestosabatement@gmail.com		
Project Name	105 E Broadway						
Project Location	Jackson Bend						
Project Number							
Collected By	Luke Banks						
Special Instructions:							

Turn Around time **	Matrix	Tests/Analytes (Select ALL that Apply) Blank spaces are for additional analytes			
☐ 2 Hour * ☐ Same day * ☐ 1 business day ☐ 2 business days ☐ 3 business days ☒ 5 business days * not available for all tests ** past 3 PM the TAT will begin next business day Please schedule rush tests in advance	☐ Air ☐ Paint ☐ Soil ☐ Wipe ☒ Bulk ☐ Waste Water ☐ Ground Water ☐ Drinking Water ☐ TSP / PM10 ☐	Asbestos in Bulk ☒ PLM ☐ PLM Qualitative ☐ 400 Point Count ☐ 1000 Point Count ☐ Gravimetric Prep	Metals Total ☐ Lead ☐ RCRA 8 Metals ☐ Chromium VI ☐ Mercury ☐	TCLP ☐ Lead ☐ RCRA 8 Metals ☐ Full TCLP (w/ organics 10 Day)	Microbiology ☐ BACT (MPN/PA) ☐ Mold Direct Exam ☐ Allergens
		Asbestos in Air ☐ PCM ☐ PCM-B Rules	Gravimetric ☐ Total Dust NIOSH 0500 ☐ Resp. Dust NIOSH 0600	Miscellaneous ☐ Silica FTIR (7602) ☐	Sub-Contract ☐ TEM Chatfield ☐ TEM AHERA ☐ TEM 7402 ☐ Silica XRD (7500)

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, Bldg, Material, Type ¹)	Wipe Area	Time ² Start Stop	Flow Rate ³ Start Stop	Total Air ⁴
1	12/2	10 AM	Insulation				
2	12/2		floor Underlayment				
3			front Ceiling				
4			Back Ceiling				
5			Dry wall 3				
6			Dry wall 2				
7			Dry wall 1				
8			Down Ceiling				
9			Down Wall 1				
10			Down Wall 2				

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis

Type: A=Area, B=Blank, P=Personal, E=Excursion Beginning/End of Sample Period Liters/Minute Volume in Liters [time in min x flow in L/min]

Relinquished By: Luke Banks Signature: _____ Date/Time 12/5/24 12:45pm

! ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS !

11 12/2 10AM Down Wall 3
Chain-of-Custody documentation continued internally



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Idaho Asbestos Abatement LLP (5178)
Address: 3872 E 400 N
Rigby, ID 83442

Order #: 557046

Attn:

Received 03/27/24
Analyzed 04/03/24
Reported 04/03/24

Project: 105 E Broadway
Location: Jackson Banks
Number:

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763 with Point Count **PLM Analysis**

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
557046-001	12/02/23	8	105 E Broadway		
Layer 1: Ceiling Texture White, Granular, Homogenous				0.50% CHRYSOTILE	99.50% NON FIBROUS MATERIAL

EPA Regulatory Limit: 1%
Total layers analyzed on order: 1

557046-04/03/24 05:16 PM

Analyst **Senhory Abdellatif**

Reviewed By: **Mohammed Hashim**
Microscopy Supervisor/Analyst

Reporting limit: 0.25% Samples analyzed by the EPA Point Count test method. The EPA recommends that any attic loose fill vermiculite sample with a trace (<1) or greater amount of asbestos is a concern and should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the lab, and must not be used to claim NVLAP or other government agency endorsement. The test results apply to the sample as received.

STAFF REPORT



Meeting Date:	September 9, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Third Reading Ordinance M to extend temporary moratorium deadline (PM24-004)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at third reading Ordinance M to extend the deadline of Ordinance 1373, a 120-day temporary moratorium on big buildings, adopted by the Council on June 3, 2024.

Requested Action.

Request to approve at third reading Ordinance M which would extend the current temporary moratorium deadline of Ordinance 1373 from October 1, 2014, to November 20, 2024.

Recommendation.

The Planning Director recommends Council approve at third reading proposed Ordinance M as presented in this staff report.

Background.

On June 3, 2024, the Town Council adopted Ordinance 1373 which was an emergency declaration to impose a 120-day moratorium to halt the acceptance of development applications for "large buildings." The adoption of the emergency ordinance created a short timeline for staff, the community, and decision makers to consider, draft, and adopt amendments to the LDRs and, if necessary, the Design Guidelines. Even so, the Town will follow all required and regular procedural requirements to make these changes, including having three readings to approve any LDR text amendments. The 120-day moratorium expires on October 1, 2024, unless the Council extends the moratorium period through another ordinance.

Council approved first reading of Ordinance M on August 19, 2024, and second reading on September 9, 2024.

Below is staff's most current summary of the upcoming moratorium meeting schedule if Ordinance M is approved:

August (2024)

- **August 14: DRC meeting (purpose is to focus on changes to Design Guidelines)**
- **August 19: TC workshop (today's meeting)**
- **August 19: TC Regular Meeting (potentially extend moratorium deadline)**
- **August 28: PC Regular meeting (review and recommend on redline)**

September (2024)

- **September 9: TC public hearing (no moratorium action)**

- **September 16: TC Regular Meeting (no moratorium action)**

October (2024)

- **October 7: TC Regular Meeting (review and potentially approve to move to first reading)**
- **October 21: TC Regular Meeting (first reading)**

November (2024)

- **November 4: TC Regular Meeting (second reading)**
- **November 18: TC Regular Meeting (third reading) (moratorium can be extended by Council if necessary)**

Staff notes that finishing all of the required ordinance readings before the October 1 deadline will be difficult without multiple special meetings and tight deadlines on staff reports. For this reason, staff recommends that the moratorium deadline be extended from October 1, 2024, to November 20, 2024. This would provide another 45+ days (and four regular Council meetings) for staff, Council, and the community to work together to finalize and adopt changes to address big buildings.

Public Comment.

The Council has received multiple public comments asking that the moratorium be extended longer than November 20, 2024.

Staff Findings.

There are no formal findings for adoption of this ordinance because the requirements for adoption of ordinances are controlled by state statute.

Fiscal Impact.

None identified at this time.

Staff Impact.

The amount of staff time to research and draft this proposed text amendment and ordinance is approximately 2 hours.

Attachments or Links.

Ordinance M

Staff Report PM24-004 dated September 9, 2024, Town Council regular meeting

Suggested Motion.

I move to approve Ordinance M on third reading.

ORDINANCE M

AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS TO CREATE, ADD, OR CHANGE THE USE OF THE HABITABLE FLOOR AREA FOR NON-RESIDENTIAL BUILDINGS LARGER THAN 35,000 HABITABLE SQUARE FEET WITHIN THE COMMERCIAL RESIDENTIAL - 1 (CR-1), COMMERCIAL RESIDENTIAL - 2 (CR-2), COMMERCIAL RESIDENTIAL - 3 (CR-3), DOWNTOWN CORE -1 (DC-1), AND DOWNTOWN CORE - 2 (DC-2) PURSUANT TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

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

SECTION I.

A moratorium is imposed on the submission and acceptance of applications to create, add, or change the use of the habitable floor area pursuant to the Town of Jackson Land Development Regulations for non-residential buildings larger than 35,000 habitable square feet in habitable floor area within the Commercial Residential - 1 (CR-1), Commercial Residential - 2 (CR-2), Commercial Residential - 3 (CR-3), Downtown Core-1(DC-1), and Downtown Core-2 (DC-2). During the term of this moratorium, the Town will continue to accept, review, and process applications for non-residential buildings within all other zones.

SECTION II.

The purpose of this moratorium is for the immediate preservation of the public peace, health, safety, and welfare to allow the Town sufficient time to review and amend its Land Development Regulations to adequately address issues relating to the size and scale of buildings being constructed within the Town, and the environmental, infrastructure, and traffic generation of such buildings. In 2016, the Town removed a maximum square footage for buildings in certain zones. Since that time, the effects of this regulatory change have increasingly impacted the Town and its residents. The size and scale of buildings being constructed because of the removal of the maximum limit is fundamentally altering the community, generating negative traffic impacts, evoking strong, and varied opinions from residents and businesses. The downtown core and commercial corridors of the Town have a unique character that comprise the heart of the Town. Changes to that culture and character should be debated and discussed thoughtfully. The public initially, and the Council thereafter, requested a temporary moratorium, during which time the community can consider, discuss, and debate amendments to the Land Development Regulations that would prevent large buildings from fundamentally altering the character, nature, and uniqueness of downtown Jackson.

SECTION III.

The provisions of this Ordinance are effective through and including November 20, 2024, and the moratorium extended by this Ordinance shall be in effect until November 20, 2024, unless sooner repealed. During this period, the Legal, Planning and Building, and Administrative Departments are directed to develop and present for Council and community consideration, review, and debate new Land Development Regulations with respect to maximum building size within the Commercial Residential - 1 (CR-1),

Commercial Residential - 2 (CR-2), Commercial Residential - 3 (CR-3), Downtown Core -1 (DC-1), and Downtown Core - 2 (DC-2).

SECTION IV.

This Ordinance shall apply to any applications to create, add, or change the use of the habitable floor area pursuant to the Town of Jackson Land Development Regulations for non-residential buildings larger than 35,000 habitable square feet within the Commercial Residential-1 (CR-1), Commercial Residential- 2 (CR-2), Commercial Residential - 3 (CR-3), Downtown Core - 1 (DC-1), and Downtown Core - 2 (DC-2), not deemed sufficient at the time of adoption of this Ordinance and any application attempted to be submitted at any time prior to a repeal or expiration of this Ordinance.

SECTION V.

If any section, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION VI.

This Ordinance shall become effective on September 30, 2024.

PASSED 1ST READING THE ____ DAY OF ____, 2024.

PASSED 2ND READING THE ____ DAY OF ____, 2024.

PASSED AND APPROVED THE ____ DAY OF ____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

) ss.

COUNTY OF TETON

)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

PROCLAMATION FOR EMERGENCY ORDINANCE

WHEREAS, Pursuant to §15-1-116(a) of the Wyoming Statutes, emergency ordinances are effective upon proclamation of the Mayor.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, Wyoming, do hereby proclaim Ordinance 1373, an emergency ordinance placing a temporary moratorium on the submission and acceptance of applications to create, add, or change the use of the habitable floor area pursuant to the Town of Jackson Land Development Regulations for non-residential buildings larger than 35,000 habitable square feet within the Commercial Residential - 1, Commercial Residential - 2, Commercial Residential - 3, Downtown Core - 1, And Downtown Core - 2 pursuant to the Town of Jackson Land Development Regulations is hereby effective.

STAFF REPORT



Meeting Date:	September 9, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Second Reading Ordinance M to extend temporary moratorium deadline (PM24-004)	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at second reading Ordinance M to extend the deadline of Ordinance 1373, a 120-day temporary moratorium on big buildings, adopted by the Council on June 3, 2024.

Requested Action.

Request to approve at second reading Ordinance M which would extend the current temporary moratorium deadline of Ordinance 1373 from October 1, 2014, to November 20, 2024.

Recommendation.

The Planning Director recommends Council approve at second reading proposed Ordinance M as presented in this staff report.

Background.

On June 3, 2024, the Town Council adopted Ordinance 1373 which was an emergency declaration to impose a 120-day moratorium to halt the acceptance of development applications for "large buildings." The adoption of the emergency ordinance created a short timeline for staff, the community, and decision makers to consider, draft, and adopt amendments to the LDRs and, if necessary, the Design Guidelines. Even so, the Town will follow all required and regular procedural requirements to make these changes, including having three readings to approve any LDR text amendments. The 120-day moratorium expires on October 1, 2024, unless the Council extends the moratorium period through another ordinance.

Council approved first reading of Ordinance M on August 19, 2024.

Below is staff's most current summary of the upcoming moratorium meeting schedule if Ordinance M is approved:

August (2024)

- **August 14: DRC meeting (purpose is to focus on changes to Design Guidelines)**
- **August 19: TC workshop (today's meeting)**
- **August 19: TC Regular Meeting (potentially extend moratorium deadline)**
- **August 28: PC Regular meeting (review and recommend on redline)**

September (2024)

- **September 9: TC public hearing (no moratorium action)**

- **September 16: TC Regular Meeting (no moratorium action)**

October (2024)

- **October 7: TC Regular Meeting (review and potentially approve to move to first reading)**
- **October 21: TC Regular Meeting (first reading)**

November (2024)

- **November 4: TC Regular Meeting (second reading)**
- **November 18: TC Regular Meeting (third reading) (moratorium can be extended by Council if necessary)**

Staff notes that finishing all of the required ordinance readings before the October 1 deadline will be difficult without multiple special meetings and tight deadlines on staff reports. For this reason, staff recommends that the moratorium deadline be extended from October 1, 2024, to November 20, 2024. This would provide another 45+ days (and four regular Council meetings) for staff, Council, and the community to work together to finalize and adopt changes to address big buildings.

Public Comment.

One comment has been received by staff at the time of this report from a variety of entities asking that the moratorium be extended longer than November 20, 2024.

Staff Findings.

There are no formal findings for adoption of this ordinance because the requirements for adoption of ordinances are controlled by state statute.

Fiscal Impact.

None identified at this time.

Staff Impact.

The amount of staff time to research and draft this proposed text amendment and ordinance is approximately 2 hours.

Attachments or Links.

Ordinance M

Public comment

Staff Report PM24-004 dated August 19, 2024, Town Council regular meeting

Suggested Motion.

I move to approve Ordinance M on second reading.

From: [Amy Kuszak](#)
To: [Hailey Morton Levinson](#); [Arne Jorgensen](#); [Jessica Chambers](#); [Jim Rooks](#); [Jonathan Schechter](#)
Cc: [Paul Anthony](#); [Clare Stumpf](#); geoff.gottlieb@ewmglobal.com; shannon@riverwindfoundation.org; danh@protectourwaterjh.org; [Margie Lynch](#); [Jenny Fitzgerald](#)
Subject: Town Moratorium Amendment Process
Date: Friday, August 23, 2024 11:59:40 AM



~~~~~ *Please forward to the Planning Commission* ~~~~~

Dear Mayor Morton Levinson, Town Councilors and Planning Commissioners,

Calling for the moratorium on large buildings was the right and responsible decision for our community, thank you. We learned from the Mogul Capital application that the community is concerned not only with the footprint of large developments but is even more concerned with the secondary community impacts from large developments, like impacts on traffic, the environment, employee housing needs and climate.

We are writing to you today to express our concern with the pace, and limited public notice and community participation in the amendment process. Calling for the moratorium was the first step and the right step.

The next step is to address all impacts of large developments, not just the easiest and fastest to address. Please slow the process down and allow time for community participation and full analysis of the community impacts that are bigger than just floor area and facade length.

We are appreciative of the open communication we have had with Director Anthony and the work that he has managed to get done in a very short period of time. He has informed us that the LDR redline will be available to the Planning Commission and the public on Friday or Monday for a Wednesday Planning Commission meeting. This expedited schedule effectively skirts the public participation process. The community that called for this moratorium would like a real opportunity to provide input in this critical process.

We ask you to postpone the Planning Commission meeting on this matter, and more importantly, to slow the entire moratorium process to address the bigger community concerns.

We hope that our concerns are considered as this process moves forward.

Best,

Amy Kuszak, Jackson Hole Conservation Alliance

Dan Heilig, Protect Our Waters Jackson Hole

Shannon Shuptrine, Riverwind Foundation

Margie Lynch, JH Climate Collective

Geoff Gottlieb, Responsible Growth Coalition

Clare Stumpf, Shelter JH

# STAFF REPORT



|                               |                                                                        |                        |                                |
|-------------------------------|------------------------------------------------------------------------|------------------------|--------------------------------|
| <b>Meeting Date:</b>          | September 16, 2024                                                     | <b>Meeting Title:</b>  | Town Council Regular - Consent |
| <b>Submitting Department:</b> | Legal                                                                  | <b>Presenter:</b>      | Lea Colasuonno                 |
| <b>Agenda Item:</b>           | Second Reading of Four-Month Extension CenturyLink Franchise Agreement | <b>Public Comment:</b> | Yes                            |

## **Purpose & Policy Considerations.**

The purpose of this item is for Council to review and consider second reading of a four-month extension of the current franchise agreement between the Town and CenturyLink.

## **Requested Action.**

Staff requests Council review and consider the ordinance extending the franchise agreement between the Town and CenturyLink for a four-month period attached to this staff report.

## **Recommendations.**

Staff recommends Council approve the ordinance extending the franchise at second reading.

## **Background.**

The Town and CenturyLink last entered into a franchise, pursuant to which CenturyLink provides telecommunications services to residents and businesses within the Town, in 2019. The term of the franchise was four years, or until December 31, 2023, after which time the franchise became a “holdover” franchise on a month-to-month basis through June 30, 2024. If a new franchise is not entered by June 30, 2024, or an extension granted, then general principles of law control with respect to termination of the franchise.

In accordance with the provisions of the existing franchise, the Town Attorney contacted CenturyLink in May of 2023 to enter “good faith negotiations regarding renewal of the franchise.” The parties are still in negotiations at this time.

In May, the Council authorized a three-month extension, however, a few, final details remain to be worked out and the parties seek one more extension.

On September 9, 2024, Council approved first reading of the ordinance.

## **Analysis & Key Policy Questions.**

Key policy questions were considered and addressed on September 9, 2024.

## **Possible Alternatives.**

Council may elect to reject the extension, thus terminating the franchise, and direct the Town Attorney to provide options for next steps with respect to CenturyLink.

## **Comprehensive Plan & Priority Alignment.**

This item aligns with Section 8, quality service delivery to the public, as reliable and quality communications infrastructure is critical to, not only economic health, but general health, safety, and welfare of residents and visitors alike.

## **Fiscal Impact.**

The fiscal impact of this item is neutral, CenturyLink will continue to pay the agreed-upon franchise fee in the 2019 Agreement during the extension period. The fee is \$25,000 per year, paid in quarterly installments.

**Staff Impact.**

The staff impact of this item has been focused in the Legal Department, estimated at 30 hours, and Public Works and Administration, estimated at a combined 12 hours.

**Attachments or Links.**

Ordinance N.

**Suggested Motion.**

I move to approve Ordinance N, an ordinance granting a four-month extension of the current CenturyLink Franchise, on second reading.

## **ORDINANCE N**

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

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

### **SECTION I.**

WHEREAS, the Franchise previously granted to Qwest Corporation dba CenturyLink QC ("Grantee") for the purpose of providing Telecommunication Services to the Town of Jackson, Wyoming ("Franchising Authority"), will expire on September 30, 2024. This Amendment extends the current Franchise Agreement for an additional four (4) months, extending the Franchise by its terms through January 31, 2025. The Parties are willing to be bound by the terms and conditions of this Amendment.

WHEREAS, the extension will not constitute a waiver or compromise of any right or claim either party may have under the current Franchise or applicable law as of the effective date of this Amendment, and during the remaining Franchise term.

### **SECTION II.**

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

### **SECTION III.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

### **SECTION IV.**

This ordinance shall become effective after its passage, approval, and publication.

PASSED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

## TOWN OF JACKSON

Hailey Morton Levinson, Mayor

### ATTESTATION OF TOWN CLERK

COUNTY OF TETON )

the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

\_\_\_\_\_

Town of Jackson, WY

Quest Corporation, d/b/a CenturyLink QC, Grantee

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Riley Taylor, Town Clerk

## MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: September 16, 2024

RE: Town Manager's Report

### Recruitment and Housing Needs Update

As of October 14, 2024, the Jackson Police Department will be fully staffed and that is cause to celebrate! It is believed we have not been fully staffed with Police Officers for at least 10 years or longer and if we were, it was only for a brief several month period. Two new Police Officers, one an entry level Officer and one an experienced Officer have completed all elements of their background investigation and have accepted final offers of employment from the Town of Jackson. They both start on October 14, 2024 and both have housing secured, one utilizing a primary leased unit from the Town of Jackson and one utilizing a unit rented in the community. Other positions in the organization remain unfilled and under various stages of recruitment. Below is a chart showing the current vacancies and housing units assigned to each vacancy. Please reach out to staff with further questions regarding the status of vacant positions.

| Vacancies as of September 9, 2024 |      |                                       |              |                                                          |                                             |                |
|-----------------------------------|------|---------------------------------------|--------------|----------------------------------------------------------|---------------------------------------------|----------------|
|                                   | FTE  | Position                              | Dept         | Status                                                   | Housing                                     | Housing Needed |
| 1                                 | 1.0  | Transit Operator Full Time (Slot #26) | Transit      | On Hold Until Winter Season Begins                       | West Snow King Partial Studio 15            |                |
| 2                                 | Var  | Winter 24-25 Transit Operators        | Transit      | Currently Under Recruitment & Interviews Being Conducted | Shared House in Alpine & Snake River Cabins |                |
| 3                                 | 1.0  | Street Operator (Slot #24)            | Public Works | Interviews in Progress                                   | 350 N Millward 1BR Furnished                |                |
| 4                                 | 1.0  | Street Operator (Slot#18)             | Public Works | Interviews in Progress                                   | No Housing Identified                       | 1              |
| 5                                 | 1.0  | Journey/Sr. Journey Mechanic          | Public Works | Offer Made - Waiting to Hear                             | Housing May Already Be Secured              |                |
| 6                                 | 0.5  | Winter Street Operator                | Public Works | Interviews in Progress                                   | West Snow King Partial Studio 24            |                |
| 7                                 | 0.3  | Cemetery Sexton                       | Public Works | Interviews in Progress                                   | Not eligible for Housing                    |                |
| 8                                 | 1.0  | Principal/Senior Planner (Slot #11)   | Planning     | Interviews in Progress                                   | No Housing Identified                       | 1              |
| 9                                 | 0.0  | Alternate Municipal Judge             | Muni Court   | Setting Up Interviews                                    | Not eligible for Housing                    |                |
| 10                                | 1.0  | Deputy Town Manager                   | Admin        | Job Description & Ad Being Developed                     | Potentially Canadian Drive if Available     |                |
|                                   | 6.75 |                                       |              |                                                          |                                             | 2              |