

Jackson Town Council Regular Meeting

December 3, 2018

6:00 PM

Town Council Chambers

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

I. OPENING

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

II. PUBLIC COMMENT

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

III. CONSENT CALENDAR

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

- A. Minutes
 - 1. November 13, 2018 special meeting
 - 2. November 14, 2018 special meeting
 - 3. November 15, 2018 special meeting
 - 4. November 19, 2018 workshop
 - 5. November 19, 2018 regular meeting
- B. Disbursements
- C. Special Event: Jackson Hole Skijoring
- D. Special Event: Pedigree Stage Stop Race Ceremonial Start
- E. Special Event: Jackson Hole PBR
- F. Special Event: Winter Wonderland
- G. Special Event: Santa on the Square
- H. Temporary Sign Permit: The Phoenix and The Dragon (P18-332)
- I. Temporary Sign Permit: Ceremony of Carols (P18-335)
- J. Appointment to a Vacated Seat on the Design Review Committee
- K. Home Ranch Welcome Center Amendment to Memorandum of Understanding

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

- A. Administration

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

1. Sidewalk Snow Removal (Steve Ashworth, Parks & Rec Director and Larry Pardee, Town Manager)
 2. Restaurant Liquor License Application by J & J Food Company LLC (Sandy Birdyshaw, Town Clerk)
 3. Retail Liquor License Transfer of Ownership Name Application by Bud's Eastside LLC (Sandy Birdyshaw, Town Clerk)
- B. Planning Department
1. **Item P18-330:** Development Plan Amendment for Westview Townhomes at 1255 W. Highway 22 (Tyler Valentine, Senior Planner)
 2. **Item P18-286:** Subdivision Plat for One Town Hill at 680 S. Cache Street (Tyler Sinclair, Planning Director)

V. RESOLUTIONS

VI. ORDINANCES

- A. **Ordinance P:** An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code Establishing Disposable Bag Requirements (Presented for 2nd Reading)
- B. **Ordinance Q:** Residential Rental Ombudsman Program (Presented for 3RD Reading and designated Ordinance 1203)
- C. **Ordinance R:** An Ordinance Repealing Sections of the Jackson Regulations on Sign Code (Presented for 3RD Reading and designated Ordinance 1204)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

NOVEMBER 13, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Bridger Room at the Conference Center Jackson Hole Lodge located at 920 West Broadway at 5:39 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Jim Stanford, Hailey Morton Levinson, Bob Lenz, and Don Frank.
STAFF: Larry Pardee, Audrey Cohen-Davis, Roger Schultz, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Tyler Valentine, Zolo, and Sandy Birdyshaw.

Snow King Resort Master Plan Base Area Amendments. Tyler Sinclair provided a presentation on the amendment to the Resort District Master Plan including process, an overview of Snow King, and then a chapter by chapter overview of the master plan. Max Chapman, Chairman of Snow King Resort Master Association (SKRMA) provided a presentation on history, the condition of the infrastructure and facilities on the mountain, and proposed plans and goals. Ryan Stanley, General Manager and representing SKRMA on the application, made comment on the base area plan and Forest Service Master Plan. He provided an overview of Phase 1 which commenced in 2016 and completed during spring 2016, and the proposed Phase 2 to improve winter operations. Pete Williams, Senior Consultant for a ski area design group, made comment on behalf of the applicant. Ryan Stanley followed by addressing questions that had been posed on various aspects of the proposal and community benefits. Jeff Golightly, Board member of Snow King Mountain Resort, commented on questions Snow King has posed to the Town and what the plan offers the community.

The meeting recessed at 7:25 p.m. and reconvened at 7:45 p.m.

Public comment was given by: Kevin Cochary, Scott Sanchez, Geneva Chong, Jeff Fuechel, Lorie Cahn, Cathy Centrella, Jim Wilson, Linore Wallace, John Reed, Abigayle Verthelh, Andrew Jakovac, Mark Baron, Alex Muromcew, Alan Blackburn, Audrey Hagen, Travis Rice, Dana Grant, Kari Cooper, Maddie Johnson, Jason Smith, Jim Hammerel, Brian Krill, Anna Olson, Matt Faupel, Shane Rothman, Nancy Guthrie, Chris Means, Greg Moller, Ted Kyle, Mike Hammer, Shawn Gilbert, Ryan McCartney, Mark Kief, Dillon Taylor, Amelia Howe, Skye Schell, Matt Kim-Miller, Brent Stone, Jessica Chambers, Samuel Singer, Mike May, Tisa Djahangirl, Molly Watters, Alicia Alfaro, Shroader Grimmers, Thomas Wright, Gretchen Plender, Jay Sollitt, David Stubbs, Lorna Miller, Brian Maguire, Morris Weintraub, and Patty Ewing.

The Mayor commented that the November 13 and 14 special meetings would be for Council deliberation and public comment would be taken again when the process moves forward to draft ordinances.

Adjourn. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:38 P.M. minutes: spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
Published JH News & Guide: November 28, 2018

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

NOVEMBER 14, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Council Chambers located at in Town Hall at 150 East Pearl Avenue at 1:03 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Jim Stanford, Hailey Morton Levinson, Bob Lenz, and Don Frank.
STAFF: Larry Pardee, Lea Colasuonno, Roger Schultz, Tyler Sinclair, and Sandy Birdyshaw.

Snow King Resort Master Plan Base Area Amendments. Tyler Sinclair made introductory remarks and responded to questions posed by the Council. Mary Moore from Bridger Teton National Forest provided an update on public response and the Forest Service’s timeline. Tyler Sinclair continued discussion with Council. Ryan Stanley and Jeff Golightly responded to Council on the makeup of Snow King Resort Master Association (SKRMA).

Council reviewed the amendment chapter by chapter while Tyler Sinclair and Ryan Stanley responded to questions.

Wyoming Public Lands Initiative (WPLI). Pete Muldoon made comment on a county resolution recently passed in support of conservation principals on public lands in Teton County and their request for a letter of support.

A motion was made by Jim Stanford and seconded by Don Frank that the Town of Jackson join Teton County, Wyoming in forwarding a Resolution 18-040 regarding the Wyoming Public Lands Initiative in Teton County. Public comment was given by Skye Schell. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Lenz opposed. The motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Don Frank to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 5:03 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: November 21, 2018

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 15, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Council Chambers located at in Town Hall at 150 East Pearl Avenue at 12:36 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Hailey Morton Levinson, Bob Lenz, and Don Frank. Jim Stanford arrived 12:55 p.m.

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

Executive Session. At 12:36 p.m., a motion was made by Hailey Morton Levinson and seconded by Bob Lenz to recess to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The public meeting reconvened at 1:01 p.m.

Snow King Resort Master Plan Base Area Amendments. Tyler Sinclair continued stepping through the amendments beginning with Sub-Area 5 and Town-owned Property. Ryan Stanley provided an update on the Snow King Resort Master Association (SKRMA) organization.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue this item to a Special Council meeting on December 4, 2018 at 6:00 pm. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 4:54 P.M. minutes: spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: November 21, 2018

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

NOVEMBER 19, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:08 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon

COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Roger Schultz, Tyler Sinclair, Paul Anthony, Regan Kohlhardt, Floren Poliseo, Brian Lenz, Steve Ashworth, and Sandy Birdyshaw.

Hillside LDR Regulations Update. Regan Kohlhardt and Tyler Sinclair made staff comment regarding the need to improve regulations dealing with steep slopes and unstable soils. A series of questions to Council were presented, discussed, and direction given to staff.

Public comment was given by Phil Gyr of Nelson Engineering and Reed Armijo of Jorgensen Engineering.

A motion was made by Jim Stanford and seconded by Don Frank to direct Staff to draft a Scope of Work for writing new Hillside Regulations and to solicit bids from a select group of consultants for consideration by Council at a future meeting based upon direction provided at this meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jim Stanford and seconded by Bob Lenz to direct Staff to draft a Scope of Work for geo-hazard mapping and to solicit bids from a select group of consultants for consideration by Council at a future meeting based upon direction provided during this meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Monument Policy. Larry Pardee, Lea Colasuonno, and Carrie Geraci made comment on the proposed policy and review process.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to approve the Town of Jackson Memorial Policy and associated Administrative Process documents as presented and discussed today. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

15-Minute Parking Zones along Redmond and East Broadway. Larry Pardee made comment on a proposal to reduce the number of spaces designated for fifteen-minute parking. Public comment was given by Tom Hartnett.

A motion was made by Bob Lenz and seconded by Don Frank for staff to monitor the spaces through May. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Sidewalk Snow Removal Plan. Steve Ashworth made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue this item to the December 3, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded Bob Lenz to adjourn. The vote showed all in favor and the motion carried. The meeting adjourned at 5:10 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 19, 2018

JACKSON, WYOMING

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

MAYOR: Pete Muldoon

COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Roger Schultz, Tyler Sinclair, Tyler Valentine, Floren Poliseo, Johnny Ziem, Kelly Thompson, and Sandy Birdyshaw.

Mayor Muldoon read a proclamation into the record for Small Business Saturday.

Public Comment. None.

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

- A. **Meeting Minutes.** To approve the meeting minutes for the November 5, 2018 regular meeting as presented.
- B. **Disbursements.** To approve the disbursements as presented. Carquest \$307.29, Ace Hardware \$355.29, Teton County Jail \$936.00, Delcon \$1152.22, Community Entry Services \$12500.00, Thyssen Krupp Elevator \$1467.39, Evans Construction \$46116.58, Airgas Intermountain \$100.92, High Country Linen \$2043.83, Interstate Battery \$101.95, JB Mechanical \$107.11, Jackson Hole News & Guide \$1413.30, Leonard petroleum \$20502.05, LVPL \$15104.41, Red's Auto Glass \$95.00, O'Ryan Cleaners \$204.95, Napa \$1657.66, Teton Motors \$1165.70, Teton Literacy \$4087.50, Wyoming Law Enforcement \$185.00, Ace Equipment \$502.30, Rendezvous Engineering \$2316.95, Westbank Sanitation \$678.02, Teton County Integrated \$4.00, Freedom Mailing \$2914.29, Jackson Hole Community Housing \$10000.00, Galls \$68.00, Jack's Tire \$5536.00, Energy Laboratories \$445.50, Grafix Shoppe \$65.62, Teton County Transfer Station \$152.00, One Call of Wyoming \$253.50, Spring Creek Animal Hospital \$357.65, Blue Spruce Cleaners \$481.45, Western States \$2499.24, Division of Victim Services \$450.00, IIMC \$195.00, Alphagraphics \$220.00, Kenworth Sales \$930.36, Teton Water Works \$100.00, Russ Ruschill \$254.95, Bosco \$512.06, Ranch Inn \$200.00, Yellow Iron Excavation \$915.00, LDA Inc \$132.85, Cast \$55.00, Creative Energies \$97889.98, Teton Trash Removal \$42.50, Steve Harrington \$99.62, MCI Fleet \$4194.85, James Bristol \$270.00, Arlen Stickney \$175.00, ER Office Express \$333.34, Visa \$26271.83, Architectural Building Supply \$641.85, Parkson Corp \$47567.00, UPS \$28.50, Josh Wilson \$250.00, Advanced Glass Trim \$330.00, Mike's Oilfield Services \$3834.00, Todd Fitzgerald \$2839.00, Idaho Falls Peterbilt \$76.40, Gillig \$994.98, Commercial Tire \$1502.32, Fire Services of Idaho \$1000.00, Warner Truck Center \$3445.08, Proforce Law Enforcement \$3769.85, Meyring & Associates \$2970.00, Brower Psychological \$3423.82, Bliss Cargo \$25.75, Schow's Truck \$1025.62, Snake River Roasting \$198.65, Fleetpride \$420.93, Ron's Towing \$175.00, Schaeffer MFG \$1264.45, Wamco Lab \$900.00, Ridgeline Excavation \$4101.60, Control System Technology \$10237.00, Dean's Pest Control \$390.00, Premier Vehicle Installation \$24719.37, Snow King Hotel \$4033.30, Cornforth Consultants \$2351.00, Scott Schmillen \$997.50, Phillips Smith \$100.00, Horizon Landscape Service \$430.50, Shawn Stephens \$549.62, Kellerstrass \$29785.52, Snake River MEP \$135.00, Rich Broadcasting \$1092.00, RUI \$678.40, Teton Tools \$260.97, Caleb Sauer \$130.00, Teton Mountain Ranch \$475.00, Wind River Partners \$10500.00, Carpets Plus \$1609.92, Climb Wyoming \$1250.00, Outlaw Brothers Construction \$22336.55, West Fork Construction \$336.00, Day Wireless \$390.00, Jackson Hole Aviation \$2100.00, Renee Raudman \$130.00, Glenda Harmon \$1900.00, Wyoming Peace Officers \$150.00, Melanie Harris \$500.00, Peggy Youngblood \$1500.00, Jordan Ford \$418.88, SBL \$21000.00, Chelsea Burke \$100.00, On Board Innovations \$2000.00, Patrick Moser \$85.00, Erin McGibbon \$109.00, Moriela Sosa \$2500.00, Brian Gallia \$100.00, Frank J Zamboni \$82350.00, Full House Radon Service \$300.00, Dustbusters \$3244.53.
- C. **October 2018 Municipal Court Report.** To accept the October 2018 Municipal Court Report into the record.
- D. **Bid #19-08: Award for Half Ton 4x4 Pickup Truck for Police Department.** To approve Bid # 19-08 for the purchase of a new Community Service Officer vehicle and award the bid to Spradley Barr Motors of Cheyenne in the amount of \$27,092.00.
- E. **Surplus Equipment Declaration – START Buses.** To declare the following items as surplus and direct staff to work with appropriate metal or truck recyclers/salvage companies to have the vehicles removed from Town property: 2012 39-seat Gillig, 2004 37-seat Bluebird, two 2005 44-seat Bluebirds, and a 2006 37-seat Bluebird.

- F. **Parking Memorandum of Understanding with Salt Lake Express for Outside Parking.** To approve the Memorandum of Understanding between Southern Teton Area Rapid Transit (START) and Western Trails Charters and Tours, LLC D/B/A Salt Lake Express and authorize the Mayor to sign the MOU.

Mayor Muldoon called for the vote on the motion to approve the consent calendar. The vote showed all in favor and the motion carried.

Temporary Sign Permit for Holiday Spectacular (P18-316). A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the temporary banners in conjunction with the Skating Club of Jackson Hole subject to three (3) conditions of approval and limit the number of days to fourteen. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Public Art Planning during Center Street Water Project. Larry Pardee and Carrie Geraci made comment.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve funds not to exceed \$3,000.00 to JH Public Art to develop a construction mitigation proposal to help the Town of Jackson develop an innovative approach to beautify and activate the public spaces along Deloney & Town Square area with amenities and entertainment to activate the area for pedestrians and guests during the construction of the Center Street waterline project in order to decrease the negative impact of the project on local businesses and further direct the Town Attorney to determine and prepare the appropriate documentation necessary to engage JH Public Art in this manner. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Restaurant Liquor License Application by Kim's Corner, LLC dba Bäpp. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the issuance of a restaurant liquor license to Kim's Corner LLC dba Bäpp effective December 1, 2018 through the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

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

Transfer Location of a Retail Liquor License Application by VFJH, LLC dba Spirits & Spice. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing. Kim Weiss made comment on the concept of their business.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to transferring the location of the retail liquor license held by VFJH, LLC to 80 West Broadway, Unit 101 for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

- 1) Effective January 28, 2019 at 80 West Broadway, Unit 101, so that the current retail liquor license remains active at 60 East Broadway until January 27, 2019.
- 2) Prior to license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division

Hailey Morton Levinson accepted a friendly amendment from Bob Lenz to add a fourth condition:

- 4) Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises. (this language came from the lease agreement)

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

Transfer Ownership and Park a Retail Liquor License Application by Longitude Ventures, LLC. Sandy Birdyshaw, Roxanne Robinson, and Audrey Cohen Davis made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance, renewal, or transfer of these liquor licenses. No protests were given. Mayor Muldoon closed the public hearing. Tim Bradley made comment on behalf of the applicant.

The Council discussed the length of time that the license had been operational, the new license owner's plans for the license, the new property owner's plans for the property, the time period allowed to become operational, the amount of interest seen last year with the additional bar and grill liquor licenses and being able to redistribute this retail license in order to reinvigorate another part of town, the number of retail liquor licenses being limited by statutes, no right to appeal a transfer, lack of direct representation by the interested parties, and statutory guidelines for licensing authorities when approving transfers particularly §12-4-104(b)(iv).

A motion was made by Don Frank and seconded by Hailey Morton Levinson to the ownership transfer of the retail liquor license held by TasteBuds, LLC to Longitude Ventures, LLC with a Non-Operational "Parked" status for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met.

- 1) Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments.
 - 2) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- Mayor Muldoon called for the vote. The vote showed 0-5 in favor and the motion failed unanimously.

Item P18-047, -048, -049: Sketch Plan, Zoning Map Amendment, & Conditional Use Permit for Central Wyoming College (CWC) at 235 & 255 Veronica Lane.

Item P18-046: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane.

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to continue Item P18-047, -048, -049 and P18-046 to December 17, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P17-200, 201, 202, 204: Sketch Plan, PUD, Zoning Map Amendment, LDR Text Amendment at 640 S. Glenwood. Tyler Valentine, Tyler Sinclair, and Brian Lenz made staff comment. Beth Whittaker made comment as the architect on the project. Public comment was given by Greg Miles and Wes Gardner.

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P17-200, a motion was made by Bob Lenz and seconded by Hailey Morton Levinson to make findings 1-5 as set forth in Section 8.3.1.C (Sketch Plan) of the Land Development Regulations relating to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits & approvals, and to approve a Sketch Plan to allow a 20-unit apartment complex for the properties addressed at 640 & 650 S. Glenwood Street, subject to the Land Development Regulations, the departmental reviews attached hereto and the following conditions of approval:

1. The applicant shall provide a signage and striping plan for on-site parking identifying which spaces belong to which unit. In addition, 3-4 of the on-site spaces shall be designated as guest parking spaces.
2. The applicant shall design the sidewalks and street landscaping on the east side of South Glenwood to Snow King Avenue to meet the guidelines for pedestrian frontages in the Community Streets Plan and as noted in this staff report. This includes a 5' attached landscape strip with approved tree plantings properly spaced and 6' detached sidewalk.
3. The applicant shall either install a barrier/fence along the alley parking spaces OR shall revise the parking space dimensions so that they are at minimum 22 feet deep.
4. At the time of Development Plan submittal the applicant shall provide a stamped landscape plan prepared by a licensed Wyoming landscape architect with 23 plants units and cost breakdown. The plan shall locate most of the landscaping in the front of the building but also incorporate planting along both the north and south setback areas.

5. The applicant shall provide a Traffic Analysis & Vehicle Movement Plan consistent with Engineering Department's comments in the department reviews.
6. This approval is subject to Section 7.4.2.D.13 Apartment Building Exemption. Upon future subdivision the applicant at that time will be subject to the currently adopted Workforce Housing regulations (7.4.2.D.13 will be repeated in its entirety), and subject to the Affordable Housing Regulations in place at the time of sketch plan submission.

LDR 7.4.2.D.13. **Apartment Building.** An apartment building meeting the following standards is exempt from the standards of this Division.

- a. The apartment building shall have 20 or more units.

Complies. The building has 20 units.

- b. No apartment in the building shall exceed the maximum habitable floor area established below, except that a 10% adjustment may be approved.

- Studio: 450 sf
- 1 bedroom: 675 sf
- 2 bedroom: 975 sf
- 3 bedroom: 1,175 sf
- Each additional bedroom: 200 sf

Complies. The proposed units do not exceed the size requirement for each of the above thresholds.

- c. By January 31 of each year following issuance of a certificate of occupancy of the building, the owner of the apartment building shall provide the Housing Director with a report containing demographic information required by the Town that can be legally obtained and shared by the owner, including but not limited to:

- Average rent charged by unit type,
- Average number of tenants by unit type, and
- Percentage of tenants employed in Teton County.

Complies. As conditioned, the applicant will be required to adhere to the above standards.

- d. If any apartment in the building is approved for another use (e.g. condominiumization to attached single family use or approval of short-term rental use) this exemption shall be voided for the entire building. At the time of such approval, the standards of this Division shall be applied to all previously exempted units as though they were being newly developed.

Complies. As conditioned, the applicant will be required to adhere to the above standards.

- e. This exemption shall expire May 15, 2022.

Complies. The applicant applied for this exemption prior to May 15, 2022

7. The applicant shall revise the site plan and floor plan to provide pedestrian access from the parking/garage area to the northwestern most unit on the ground level.
8. The applicant shall pave the alley to the satisfaction of the Public Works department as stated in the department reviews.
9. The applicant shall comply with all recommendations of the Design Review Committee.

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

Item B: Based upon the findings as presented in the staff report and as made by the applicant for Item P17-201, a motion was made by Bob Lenz and seconded by Hailey Morton Levinson to make findings 1-5 as set forth in Section 8.7.3 (PUD) of the Land Development Regulations relating to 1) Enhances future desire character; 2) PUD Option findings in Article 4; 3) Amendment to PUD findings in Section 8.2.12.D; 4) LDR Text Amendment finding in Section 8.7.1.C; 5) Zoning Map Amendment findings in Section 8.7.2.C, and to approve a UR-PUD to allow a 20-unit apartment complex for the properties addressed at 640 & 650 S. Glenwood Street, subject to the Land Development Regulations and the departmental reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

Ordinance P: An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code Establishing Disposable Bag Requirements.

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Johnny Ziem made staff comment. Public comment was given by Ashley (a fourth grade teacher), Wes Gardner, and Greg Miles.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Ordinance P at first reading, including amending the minimum reusable bag requirement to greater than 4 mils and allowing for quarterly reporting to the Town as discussed this evening. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance Q: An Ordinance Adding Chapter 16.50 to the Jackson Municipal Code Establishing an Office of the Housing Ombudsman.

AN ORDINANCE ADDING CHAPTER 16.50 TO THE MUNICIPAL CODE OF THE JACKSON ESTABLISHING AN OFFICE OF THE HOUSING OMBUDSMAN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance Q at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance R: An Ordinance Repealing Sections of the Jackson Regulations on Sign Code.

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) AND SECTIONS 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SIGN CODE STANDARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance Rat second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Matters from Mayor and Council. Jim Stanford made comment on the National Park’s roundabout.

Town Manager’s Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager’s Report. The Town Manager’s Report contained an update on Sales and Lodging Tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:02 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2	JACKSON CURBSIDE INC.	00026200	RECYCLING COLLECTION @ H	11/10/2018	645.00	.00	
2	JACKSON CURBSIDE INC.	00026214	RECYCLING COLLECTION @ P	11/10/2018	180.00	.00	
Total 2:					825.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	166206	PLUG CAPS FOR ANCHOR CUP	10/04/2018	1,237.21	.00	
Total 13:					1,237.21	.00	
36	IDAHO STATE TAX COMMISSIO	112718	NOVEMBER WITHHOLDINGS	11/27/2018	2,060.00	2,060.00	11/27/2018
Total 36:					2,060.00	2,060.00	
51	ACE HARDWARE	627188	BATTER	10/24/2018	25.46	.00	
51	ACE HARDWARE	628361	UNIVERSAL BLK HAMMERED	11/02/2018	9.99	.00	
51	ACE HARDWARE	629864	TAPE CLOTH	11/13/2018	44.99	.00	
51	ACE HARDWARE	629907	KEYBLANK GM, SPRYPNT 2X G	11/14/2018	31.93	.00	
51	ACE HARDWARE	630174	EGGSHELL MANORN U.DEEP G	11/15/2018	63.95	.00	
51	ACE HARDWARE	630214	BATTERY PHOTO 3V CR2	11/15/2018	8.99	.00	
51	ACE HARDWARE	630351	SNAP & TAPE	11/16/2018	32.93	.00	
51	ACE HARDWARE	630653	FILLER/GLUE COLD WELD 1OZ	11/19/2018	9.99	.00	
51	ACE HARDWARE	630831	MASNRV SCRW PHL, BIT DRILL	11/20/2018	12.48	.00	
51	ACE HARDWARE	630850	CLAMP 4-3/32" TO 6" SS, CYLIN	11/20/2018	42.40	.00	
51	ACE HARDWARE	630879	ADAPTER LITE INDICATR 15A	11/20/2018	13.98	.00	
51	ACE HARDWARE	631039	PH PAN S, ACE LED	11/21/2018	6.18	.00	
51	ACE HARDWARE	631041	BATTERY ALKLINE 9V DURA	11/21/2018	6.49	.00	
51	ACE HARDWARE	631089	STRIPING PAINT FRLN RED	11/21/2018	35.96	.00	
51	ACE HARDWARE	631209	BLINDS, INSTALL BLINDS- LAB	11/23/2018	1,132.30	.00	
51	ACE HARDWARE	631267	VINYL LETTERS 3" BLK	11/24/2018	5.96	.00	
51	ACE HARDWARE	F05120	TIE DOWNS	11/23/2018	39.98	.00	
Total 51:					1,523.96	.00	
65	DELCON INC	18595	PROJ: WO1051- TOJ SURGE PR	10/31/2018	692.45	.00	
Total 65:					692.45	.00	
67	JACKSON HOLE HISTORICAL S	112718	2ND QUARTER MONTHLY SUP	11/27/2018	2,062.50	.00	
Total 67:					2,062.50	.00	
81	EVANS CONSTRUCTION INC	5882	2018 GARAMON FLOOD IMPRO	10/26/2018	73,225.45	.00	
81	EVANS CONSTRUCTION INC	5922	JOB NAME: 2018 TOJ SALTED S	11/26/2018	18,000.00	.00	
Total 81:					91,225.45	.00	
88	AIRGAS INTERMOUNTAIN INC.	9082683228	PLSM CTTR, SHLD HND, ELECT	11/19/2018	2,652.71	.00	
Total 88:					2,652.71	.00	
96	HIGH COUNTRY LINEN	0099852	BUILDING MAINT @ PUBLIC W	11/15/2018	26.00	.00	
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: ADMIN	11/15/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: SEWER	11/15/2018	19.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: WATER	11/15/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: STREET	11/15/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: FLEET	11/15/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0099852	UNIFORMS: WWTP	11/15/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0100321	BUILDING MAINT @ TOJ HOME	11/19/2018	25.31	.00	
96	HIGH COUNTRY LINEN	0100471	mats @ TOWN HALL	11/20/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0100544	mats @ SHELTER	11/21/2018	61.93	.00	
96	HIGH COUNTRY LINEN	0101186	BUILDING MAINT @ TOJ HOME	11/26/2018	7.50	.00	
96	HIGH COUNTRY LINEN	S0099634	BUILDING MAINT @ PUBLIC W	11/14/2018	98.00	.00	
96	HIGH COUNTRY LINEN	S0099980	PAPER PRODUCTS @ TOWN H	11/15/2018	215.86	.00	
Total 96:					834.40	.00	
102	CASELLE INC.	91167	CONTRACT SUPPORT	11/01/2018	1,198.67	.00	
Total 102:					1,198.67	.00	
106	INTERSTATE BATTERY	22241667	(-3) AT	11/05/2018	45.00-	.00	
106	INTERSTATE BATTERY	22241850	(4) 31-MHD, (2) 4D-XHD, (1) MT-	11/19/2018	1,374.45	.00	
106	INTERSTATE BATTERY	22241924	(2) 8D-MHD, (1) SRM-24	11/26/2018	490.85	.00	
Total 106:					1,820.30	.00	
110	INTERWEST SUPPLY COMPAN	IN0073111	CURVED GRADED BLADE, LH &	11/14/2018	4,394.40	.00	
Total 110:					4,394.40	.00	
131	JACKSON HOLE NEWS & GUID	288303	AD#356234	11/14/2018	607.18	.00	
131	JACKSON HOLE NEWS & GUID	288304	AD#354887	11/14/2018	216.48	.00	
Total 131:					823.66	.00	
148	DELL	10281507118	LAPTOP CRADLE	11/26/2018	293.27	.00	
148	DELL	10281528978	DELL LATITUDE	11/26/2018	6,747.69	.00	
148	DELL	10282237831	DELL LATITUDE	11/28/2018	3,520.48	.00	
Total 148:					10,561.44	.00	
156	LOWER VALLEY ENERGY INC	92050-017- 10/	92050-017: INTERMED TREATM	10/31/2018	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021: 10/	92050-021: 150 E PEARL AVE	10/31/2018	1,574.27	.00	
156	LOWER VALLEY ENERGY INC	92050-025: 10/	92050-025: SK W NEW SHOP	10/31/2018	572.10	.00	
156	LOWER VALLEY ENERGY INC	92050-0374 11	920500374 VINE STREET	11/20/2018	84.91	.00	
156	LOWER VALLEY ENERGY INC	92050-047: 10/	92050-047: UV BUILDING	10/31/2018	38.92	.00	
156	LOWER VALLEY ENERGY INC	92050-049: 10/	92050-049: WASTE WATER PLA	10/31/2018	8,510.10	.00	
156	LOWER VALLEY ENERGY INC	92050-051: 10/	92050-051: WELL #5	10/31/2018	1,918.96	.00	
156	LOWER VALLEY ENERGY INC	92050-114: 10/	92050-114: HOME RANCH RSTR	10/31/2018	157.72	.00	
156	LOWER VALLEY ENERGY INC	92050-357: 10/	92050-357: KARNS MEADOW ST	10/31/2018	249.39	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-091: 665 FLAT CREEK DR	11/12/2018	16.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-002: ANIMAL SHELTER	11/12/2018	260.97	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-003: ASPEN HIGHLAND P	11/12/2018	221.36	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-008: CEMETARY	11/12/2018	47.99	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-014: HEAT TAPE	11/12/2018	92.37	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-018: JBP SEWER LIFT PU	11/12/2018	20.79	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-019: LIFT PUMP COTTON	11/12/2018	59.07	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-023: RANGERVUE ST LT	11/12/2018	19.63	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-024: SEWER LIFT PUMP	11/12/2018	18.45	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-026: 450 SNOW KING AV	11/12/2018	97.44	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOT 20, 21	11/12/2018	19.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LT LOT 26, 27	11/12/2018	19.10	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-028: ST LT LOT 95, 96	11/12/2018	19.10	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-031: ST LT LOT 38, 39	11/12/2018	19.04	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-032: ST LT LOTS 88, 89	11/12/2018	19.43	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-034: ST LT LOTS 80, 81	11/12/2018	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-035: ST LT COTTONWOOD	11/12/2018	19.43	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LT LOTS 12, 13	11/12/2018	16.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LT LOTS 86, 87	11/12/2018	19.49	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-040: ST LT LOTS 90, 91	11/12/2018	20.74	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-041: ST LT LOTS 99, 101	11/12/2018	16.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-043: ST LT LOTS 68, 69	11/12/2018	16.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-044: SNOW KING EST BO	11/12/2018	165.36	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-052: WELLS TOWN OF JA	11/12/2018	1,325.83	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-053: WELLS #2 & #3	11/12/2018	2,372.39	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-054: CITY WELL ELK REF	11/12/2018	85.52	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-055: CITY WELL ELK REF	11/12/2018	30.55	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-056: CITY WELL ELK REF	11/12/2018	22.87	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-059: POLICE GARAGE	11/12/2018	99.66	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-060: SOUTH GARAGE	11/12/2018	278.97	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-061: PUBLIC WORKS	11/12/2018	450.27	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-082: EAST STOARGE BID	11/12/2018	146.02	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-092: 3150 ADAMS CANYO	11/12/2018	306.94	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-094: SNOW KING AVE W	11/12/2018	6.44	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-111: PEARL WILLOW ST	11/12/2018	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-115: 55 KARNS MEADOW	11/12/2018	14.52	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-128: SKA MAINT AREA	11/12/2018	14.52	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-332: N GLENWOOD MCC	11/12/2018	33.88	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-335: N CHACHE & N GLE	11/12/2018	9.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-342: 25 S REDMOND ST L	11/12/2018	35.98	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-353: W DELONEY ST FO	11/12/2018	93.07	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-358: 650 W BDWY PATH	11/12/2018	83.40	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-375: 155 E PEARL AVE	11/12/2018	27.93	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-376: 149 E PEARL AVE	11/12/2018	110.77	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-377: 145 E PEARL AVE	11/12/2018	30.70	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-378: 143 E PEARL AVE	11/12/2018	17.20	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-379: 143 E PEARL AVE	11/12/2018	17.76	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-380: 141 E PEARL AVE	11/12/2018	79.89	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-381: 915 SIMON LN	11/12/2018	178.83	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-045: TOWN SQUARE LIG	10/31/2018	62.78	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-050: WATER TANK JXN	10/31/2018	20.58	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-074: CRABTREE LANE T	10/31/2018	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-081: PEARL ST IRR CON	10/31/2018	21.28	.00	
Total 156:					20,378.31	.00	
166	TETON COUNTY-FUND 19	111618PR	OCTOBER 2018 PARKS & REC	11/16/2018	6,265.73	.00	
Total 166:					6,265.73	.00	
201	SENIOR CENTER OF JACKSON	111518	2ND QUARTER PAYMENT	11/15/2018	21,750.00	.00	
Total 201:					21,750.00	.00	
241	ST JOHN'S HOSPITAL	30726702 1118	CHEM & LAB	11/09/2018	650.00	.00	
Total 241:					650.00	.00	
257	NAPA AUTO PARTS INC.	813406	BONDER WIRE, BOXED MINI	11/01/2018	16.83	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	813454	CREDIT: BOXED MINI	11/01/2018	1.24-	.00	
257	NAPA AUTO PARTS INC.	815059	MINI FUSE HOLDER	11/09/2018	16.18	.00	
257	NAPA AUTO PARTS INC.	815228	RO HYDRAULIC OIL	11/23/2018	155.49	.00	
257	NAPA AUTO PARTS INC.	815604	SWAY BAR LINK	11/12/2018	30.28	.00	
257	NAPA AUTO PARTS INC.	815914	NAPAGOLD OIL FILTER, BLADE	11/13/2018	702.14	.00	
257	NAPA AUTO PARTS INC.	815926	PERFORMANCE LIGHT	11/13/2018	49.99	.00	
257	NAPA AUTO PARTS INC.	815941	OIL FILTER, FUEL FILTER	11/13/2018	38.71	.00	
257	NAPA AUTO PARTS INC.	816093	CREDIT: OXYGEN SENSOR	11/14/2018	39.34-	.00	
257	NAPA AUTO PARTS INC.	817150	NAPA FUEL FILTER	11/20/2018	35.60	.00	
257	NAPA AUTO PARTS INC.	817289	NAPAGOLD OIL AND AIR FILTE	11/20/2018	255.04	.00	
257	NAPA AUTO PARTS INC.	817419	NAPA RUGLYDE, APPLICATOR	11/21/2018	34.96	.00	
Total 257:					1,294.64	.00	
268	TETON MOTORS INC	39189	2019 SUBARU FORESTER- STO	11/15/2018	31,550.00	.00	
268	TETON MOTORS INC	5087997	BULB	11/01/2018	5.18	.00	
268	TETON MOTORS INC	5088132	BULB	11/13/2018	5.18	.00	
Total 268:					31,560.36	.00	
305	KNOBE'S ELECTRONICS	10365212	250 VAC FAST BLOW GL	11/26/2018	3.99	.00	
Total 305:					3.99	.00	
328	842-NCBERS GROUP WYOMIN	842122018	PAYROLL DEDUCTIONS	11/20/2018	64.00	64.00	11/27/2018
Total 328:					64.00	64.00	
329	WYOMING RETIREMENT SYST	166230	NOVEMBER CONTRIBUTIONS	11/27/2018	29,307.97	29,307.97	11/27/2018
329	WYOMING RETIREMENT SYST	166231	NOVEMBER CONTRIBUTIONS	11/27/2018	32,652.68	32,652.68	11/27/2018
329	WYOMING RETIREMENT SYST	166232	NOVEMBER CONTRIBUTIONS	11/27/2018	36,156.93	36,156.93	11/27/2018
Total 329:					98,117.58	98,117.58	
406	WYOMING LAW ENFORCEMEN	S-10769	WYOMING LAW & PROCEDURE	09/30/2018	1,935.00	.00	
Total 406:					1,935.00	.00	
425	ACE EQUIPMENT & SUPPLY	167398	ALL-PRO P/W STRIP, PELICAN	10/31/2018	4,901.98	.00	
Total 425:					4,901.98	.00	
504	WYDOT	112018	NEW CITY PLATE (4)	11/20/2018	20.00	20.00	11/20/2018
Total 504:					20.00	20.00	
544	CENTURYLINK	307-111-5050	307-111-5050	11/07/2018	1,889.98	.00	
Total 544:					1,889.98	.00	
611	CUMMINS ROCKY MOUNTAIN L	41-51218	INSITE LITE REGISTRATION	11/13/2018	720.00	.00	
Total 611:					720.00	.00	
660	AMERICAN PUMP COMPANY	030338	LABOR AND EQUIPEMENT-TRA	10/31/2018	12,999.20	.00	
Total 660:					12,999.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	30.10	30.10	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	171.15	171.15	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	115.02	115.02	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	69.60	69.60	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	186.86	186.86	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	245.28	245.28	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	218.30	218.30	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	224.52	224.52	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	98.78	98.78	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	198.63	198.63	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	154.97	154.97	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	113.96	113.96	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	1,430.96	1,430.96	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	130.93	130.93	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	88.70	88.70	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	186.80	186.80	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	6013	11/15/2018	301.36	301.36	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	6013	11/15/2018	390.47	390.47	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	6013	11/15/2018	87.23	87.23	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	186.46	186.46	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	198.92	198.92	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	91.75	91.75	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	429.66	429.66	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	169.65	169.65	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	44.45	44.45	11/27/2018
671	LINCOLN NATIONAL LIFE	107747 1218	DECEMBER PREMIUM 107747	11/15/2018	44.45	44.45	11/27/2018
671	LINCOLN NATIONAL LIFE	3783822330	107391 PREMIUM	11/20/2018	1,089.69	1,089.69	11/27/2018
Total 671:					6,698.65	6,698.65	
677	MACY'S SERVICES	29630	CAMERA LINES- LOCATE SEW	10/31/2018	218.75	.00	
Total 677:					218.75	.00	
708	DELTA DENTAL PLAN OF WYO	111518	december premium	11/15/2018	577.20	577.20	11/20/2018
Total 708:					577.20	577.20	
777	UPPER CASE PRINTING INK	13863	UTILITY BILLS & ENVELOPES	11/20/2018	1,406.24	.00	
777	UPPER CASE PRINTING INK	13863	UTILITY BILLS & ENVELOPES	11/20/2018	1,406.24	.00	
Total 777:					2,812.48	.00	
996	TETON COUNTY SPECIAL FIRE	111518	OCTOBER 2018	11/15/2018	20,367.77	.00	
Total 996:					20,367.77	.00	
1081	JACK'S TIRE & OIL	668912-37	12R22.5/16 MICHELIN XZE, 275/	11/01/2018	2,821.76	.00	
1081	JACK'S TIRE & OIL	673866-37	12R22.5/16 MICHELIN XDN2	11/20/2018	2,197.96	.00	
1081	JACK'S TIRE & OIL	674380-37	ERS SERVICE, MNT/DISMNT, O-	11/21/2018	645.00	.00	
Total 1081:					5,664.72	.00	
1355	TETON COUNTY TRANSFER ST	396758	TIRES BULK	11/27/2018	62.00	.00	
Total 1355:					62.00	.00	
1430	ROBINSON, ROXANNE DEVRIE	111718	ICMA BALTIMORE	11/17/2018	336.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1430:					336.75	.00	
1443	TETON COUNTY CLERK	112918	NOVEMBER 2018 PARKS & REC	11/29/2018	100,180.84	.00	
1443	TETON COUNTY CLERK	112918	NOVEMBER 2018 PARKS & REC	11/29/2018	33,204.16	.00	
1443	TETON COUNTY CLERK	112918FE	NOVEMBER 2018 FIRE/EMS	11/29/2018	124,045.50	.00	
1443	TETON COUNTY CLERK	112918HA	NOVEMBER 2018 HOUSING AU	11/29/2018	22,141.75	.00	
Total 1443:					279,572.25	.00	
1614	TETON COUNTY-FUND 10	111618D	OCTOBER 2018 DISPATCH	11/16/2018	22,397.98	.00	
1614	TETON COUNTY-FUND 10	111618DC	OCTOBER 2018 DRUG COURT	11/16/2018	8,591.10	.00	
1614	TETON COUNTY-FUND 10	111618K	OCTOBER 2018 KOHLHARDT	11/16/2018	4,305.45	.00	
1614	TETON COUNTY-FUND 10	111618N	OCTOBER 2018 NORTON	11/16/2018	7,443.00	.00	
1614	TETON COUNTY-FUND 10	111618P	OCTOBER 2018 PATHWAYS	11/16/2018	7,049.60	.00	
Total 1614:					49,787.13	.00	
1634	ENTENMANN-ROVIN CO	0140021-IN	BADGES	11/13/2018	423.50	.00	
Total 1634:					423.50	.00	
1764	WYOMING.COM INC	1843020	DOMAIN HOSTING	11/05/2018	5.00	.00	
Total 1764:					5.00	.00	
1783	AT&T	287259163099	MONTHLY CHARGES	11/16/2018	591.81	.00	
Total 1783:					591.81	.00	
1897	TRANS-ALARM, INC.	94852717	MONITORING ANIMAL SHELTE	11/01/2018	504.00	.00	
Total 1897:					504.00	.00	
1949	VERIZON WIRELESS	9817579010	MONTHLY SERVICES	11/01/2018	5,721.72	.00	
1949	VERIZON WIRELESS	9817579011	MONTHLY SERVICES	11/01/2018	2,017.96	.00	
Total 1949:					7,739.68	.00	
2179	XEROX CORPORATION	095022004	CONTRACT COPIER	11/01/2018	71.91	.00	
2179	XEROX CORPORATION	095022005	CONTRACT COPIER	11/01/2018	191.97	.00	
2179	XEROX CORPORATION	095022006	CONTRACT COPIER	11/01/2018	89.68	.00	
2179	XEROX CORPORATION	095022007	CONTRACT COPIER	11/01/2018	15.17	.00	
2179	XEROX CORPORATION	095022024	CONTRACT COPIER	11/01/2018	38.65	.00	
Total 2179:					407.38	.00	
2269	AFLAC	323869	ACCOUNT #y9599	11/25/2018	3,481.27	3,481.27	11/27/2018
Total 2269:					3,481.27	3,481.27	
2485	KENWORTH SALES COMPANY	IDFIN3098320	FILTER	11/13/2018	128.24	.00	
2485	KENWORTH SALES COMPANY	IDFIN3098329	FILTER	11/19/2018	577.08	.00	
Total 2485:					705.32	.00	
2601	JACK'S TRUCK & EQUIPMENT	X303004279:0	FV NOSE GUARD W/PAINT, FH	10/29/2018	1,173.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2601:					1,173.41	.00	
2802	WESTWOOD CURTIS	14-175 #4FINA	PROJ: EARLY WORK AMEND #2	11/19/2018	37,816.22	.00	
2802	WESTWOOD CURTIS	14-175 #6 FIN	PROJ: EARLY WORK AMEND #1	11/19/2018	26,764.91	.00	
2802	WESTWOOD CURTIS	14-175-03 #13	PROJ: GMP AMENDMENT #4 W	11/27/2018	266,820.80	.00	
Total 2802:					331,401.93	.00	
2842	YELLOW IRON EXCAVATION, L	31921	TRASH REMOVAL @ SHELTER	10/30/2018	120.00	.00	
Total 2842:					120.00	.00	
3194	HARRINGTON, STEVE	112718	picking up MCI from CA	11/27/2018	223.72	.00	
Total 3194:					223.72	.00	
3237	MCI FLEET SUPPORT, INC.	3720847	SOLENOID-WASHER	11/13/2018	207.09	.00	
3237	MCI FLEET SUPPORT, INC.	3720848	SEAL-BULB	11/13/2018	801.52	.00	
Total 3237:					1,008.61	.00	
3278	WY DEPT OF ENVIROMENAL Q	2079- 2019 RE	YEARLY TANK FEE FOR 2019-	11/14/2018	400.00	.00	
Total 3278:					400.00	.00	
3303	BRISTOL, JAMES	6280	BUSINESS CARDS JANELLE	11/26/2018	25.00	.00	
Total 3303:					25.00	.00	
3408	E.R. OFFICE EXPRESS	10658	PAPER	10/11/2018	97.16	.00	
3408	E.R. OFFICE EXPRESS	10687	BINDER CLIPS	10/12/2018	10.92	.00	
3408	E.R. OFFICE EXPRESS	10696	SCALE	10/12/2018	89.99	.00	
3408	E.R. OFFICE EXPRESS	10923	PUBLIC WORKS: OFFICE SUPP	11/06/2018	350.98	.00	
3408	E.R. OFFICE EXPRESS	10984	PAPER	11/14/2018	75.99	.00	
Total 3408:					625.04	.00	
3487	ARCHITECTURAL BUILDING SU	7895837	HDF DD PC PRME, DUTCH DOO	11/16/2018	887.73	.00	
Total 3487:					887.73	.00	
3527	UPS	0000129VW44	SHIPPING CHARGE-POLICE	11/10/2018	20.56	.00	
Total 3527:					20.56	.00	
3574	CUES	83001000	SOFTWARE SUPPORT PLAN	08/04/2018	1,800.00	.00	
Total 3574:					1,800.00	.00	
3619	WY CHILD SUPPORT ENFORCE	112018	case #209790 GALLEGHER	11/20/2018	146.76	146.76	11/20/2018
Total 3619:					146.76	146.76	
3932	MILLER SANITATION	12756	CITY CANS 73/DAY 8 DAY IN DE	11/13/2018	2,044.00	.00	
Total 3932:					2,044.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3955	THOMSON WEST	839164240	INFORMATION CHARGES	11/01/2018	728.75	.00	
3955	THOMSON WEST	839164240	INFORMATION CHARGES	11/01/2018	364.37	.00	
3955	THOMSON WEST	839249316	LIBRARY PLAN CHANGES	11/04/2018	42.06	.00	
Total 3955:					1,135.18	.00	
3961	CHARTER	002091810281	MONTHLY SERVICES	10/28/2018	1,452.10	.00	
Total 3961:					1,452.10	.00	
4088	C.M. OWEN CONSTRUCTION, L	18205-2 FINAL	PROJ: TOJ 2018 FALL STREET	09/20/2018	130,227.12	130,227.12	11/20/2018
4088	C.M. OWEN CONSTRUCTION, L	18205-2 FINAL	PROJ: TOJ 2018 FALL STREET	09/20/2018	14,469.68	14,469.68	11/20/2018
4088	C.M. OWEN CONSTRUCTION, L	18205-2 FINAL	PROJ: TOJ 2018 FALL STREET	09/20/2018	130,227.12-	130,227.12-	11/20/2018
4088	C.M. OWEN CONSTRUCTION, L	18205-2 FINAL	PROJ: TOJ 2018 FALL STREET	09/20/2018	130,227.12-	130,227.12-	11/20/2018
Total 4088:					115,757.44-	115,757.44-	
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	321.20	321.20	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	21.01	21.01	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	201.84	201.84	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	45.69	45.69	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	46.93	46.93	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	434.20	434.20	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	469.17	469.17	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	145.78	145.78	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	345.03	345.03	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	401.07	401.07	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	190.71	190.71	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	2,139.18	2,139.18	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	204.88	204.88	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	171.63	171.63	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	311.14	311.14	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	483.18	483.18	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	125.60	125.60	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	654.66	654.66	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	277.32	277.32	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	357.60	357.60	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	145.49	145.49	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	1,721.38	1,721.38	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	254.48	254.48	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	52.83	52.83	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	52.83	52.83	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	10.50	10.50	11/27/2018
4139	WY WORKERS' SAFETY & COM	112718	DECEMBER PREMIUM	11/27/2018	.01	.01	11/27/2018
Total 4139:					9,585.34	9,585.34	
4212	GILLIG LLC	40512948	AIR SPRING BRACKET	10/30/2018	84.08	.00	
4212	GILLIG LLC	40513392	AXLE FRT SUSP STOP LH & RH	10/31/2018	464.54	.00	
4212	GILLIG LLC	40513393	MOD/ADAPTOR KIT UNIVERSAL	10/31/2018	404.42	.00	
4212	GILLIG LLC	40517398	TEMPERATURE SENSOR	11/13/2018	49.67	.00	
4212	GILLIG LLC	40517399	2 POINT SEAT BELT ASM	11/13/2018	226.68	.00	
4212	GILLIG LLC	40518949	ELBOW COOLANT 90 DEG	11/16/2018	48.66	.00	
4212	GILLIG LLC	40520803	SEAL-LESS 27 VDC BRUSHL PU	11/26/2018	1,673.69	.00	
Total 4212:					2,951.74	.00	
4294	FIRE SERVICES OF IDAHO	48701P	REPAIR TO FIRE SPRINKLER D	11/13/2018	920.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4294:					920.00	.00	
4320	WARNER TRUCK CENTER	X101227922:0	ICP TURBOCHARGER KIT, TURB	11/14/2018	4,691.22	.00	
4320	WARNER TRUCK CENTER	X101228793:0	SPEED SENSOR KIT	11/12/2018	218.65	.00	
4320	WARNER TRUCK CENTER	X101229285:0	HEATER	11/13/2018	58.80	.00	
4320	WARNER TRUCK CENTER	X101229904:0	DRAIN VALVE 60 SERIES	11/15/2018	123.68	.00	
Total 4320:					5,092.35	.00	
4401	MEYRING & ASSOCIATES, INC	I9111	PROJ: 149 PEARL- MATERIALS	11/27/2018	6,009.33	.00	
4401	MEYRING & ASSOCIATES, INC	I9111	PROJ: 149 PEARL- MATERIALS	11/27/2018	3,003.33	.00	
Total 4401:					9,012.66	.00	
4473	BROWER PSYCHOLOGICAL SE	1253	PRE-EMPLOY EVALUATION	11/12/2018	300.00	.00	
Total 4473:					300.00	.00	
4489	ALL-STAR AUTO PARTS	504711	HD 50 50 AF 1 GAL	11/28/2018	95.48	.00	
Total 4489:					95.48	.00	
4614	C & A PROFESSIONAL CLEANI	NOV2018- GY	2018: NOVEMBER CLEANING S	11/30/2018	951.62	.00	
4614	C & A PROFESSIONAL CLEANI	NOV2018- PP	2018: NOVEMBER CLEANING S	11/30/2018	286.44	.00	
4614	C & A PROFESSIONAL CLEANI	NOV2018- PW	2018: NOVEMBER CLEANING S	11/30/2018	2,068.82	.00	
4614	C & A PROFESSIONAL CLEANI	NOV2018- STA	2018: NOVEMBER CLEANING S	11/30/2018	1,532.21	.00	
4614	C & A PROFESSIONAL CLEANI	NOV2018- T.H.	2018: NOVEMBER DEEP CLEAN	11/30/2018	50.00	.00	
4614	C & A PROFESSIONAL CLEANI	NOV-2018: TO	2018: NOVEMBER CLEANING S	11/30/2018	3,968.56	.00	
Total 4614:					8,857.65	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2540349001	FLT WASHERS, HEX CAP SCRE	11/02/2018	157.86	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2540358001	TERM-NYL FEMALE, BOWN SE	11/02/2018	98.97	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2576089001	WELL NUTM HX CAP SCREW, G	11/16/2018	225.29	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2576107001	L-F CRIMP, COMBINED TAP & D	11/16/2018	248.00	.00	
Total 4623:					730.12	.00	
4699	SNAKE RIVER ROASTING	604386	COFFEE	11/21/2018	101.75	.00	
Total 4699:					101.75	.00	
4709	FLEETPRIDE	14745660	AD-9 CHECK VALVE KIT, FRT	11/14/2018	81.83	.00	
4709	FLEETPRIDE	15037768	ENGINE HEATER 1500W, 6' CO	11/19/2018	136.00	.00	
Total 4709:					217.83	.00	
4720	SILVERSTAR	2102167	FIBER INTERNET	11/01/2018	2,012.31	.00	
4720	SILVERSTAR	2102167	DIGITAL VOICE	11/01/2018	35.84	.00	
4720	SILVERSTAR	2102167	MONTHLY SERVICES	11/01/2018	260.00	.00	
Total 4720:					2,308.15	.00	
4752	SPECIALTY CONSTRUCTION S	0178636-IN	ANNUAL CAP REPAIRS	10/15/2018	338.50	.00	
Total 4752:					338.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4774	BIG R RANCH & HOME	1348149	COVERALLS DKNVY TALL XL, C	10/05/2018	63.98	.00	
4774	BIG R RANCH & HOME	1348833	RETURN COVERALS DKNVY R	10/09/2018	4.00-	.00	
4774	BIG R RANCH & HOME	1349041	RETURN COVERALLS DKNVY R	10/10/2018	4.00	.00	
4774	BIG R RANCH & HOME	1355822	SWEATSHIRT PAXTON, HAT	11/20/2018	122.36	.00	
4774	BIG R RANCH & HOME	1356010	SWEATSHIRT PAXTON RG	11/21/2018	53.99	.00	
Total 4774:					240.33	.00	
4801	PHILLIPS, JAMES	111918	TRAVEL TO BOISE	11/19/2018	468.06	.00	
Total 4801:					468.06	.00	
4878	POCO LLC	P1831805913	INSTALL VAPOR SENSOR, SPA	11/14/2018	315.55	.00	
Total 4878:					315.55	.00	
4990	Swagit Productions, LLC	11877	VIDEO STREAMING	10/31/2018	1,775.00	.00	
Total 4990:					1,775.00	.00	
5022	VISION SERVICE PLAN - (WY)	805998870	DECEMBER PREMIUM	11/17/2018	1,738.23	1,738.23	11/27/2018
Total 5022:					1,738.23	1,738.23	
5038	TREFONAS LAW, P.C.	111018	PUBLIC DEFENDER SERVICES	11/10/2018	176.40	.00	
Total 5038:					176.40	.00	
5098	JACKSON ANIMAL HOSPITAL	19167	RABIES	10/02/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	19194	MEDS	10/03/2018	193.41	.00	
5098	JACKSON ANIMAL HOSPITAL	19194	RABIES	10/03/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	19556	RABIES	10/19/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	19661	K9 NEUTER	10/26/2018	281.94	.00	
5098	JACKSON ANIMAL HOSPITAL	19661	RABIES	10/26/2018	15.00	.00	
Total 5098:					535.35	.00	
5244	ISC, INC	SIN027155	VT CLOUD MIRRORING	10/31/2018	1,309.00	.00	
Total 5244:					1,309.00	.00	
5293	MEAGHER, KEVIN	112018	REIMBURSTMENT FOR FLASH	11/20/2018	10.59	.00	
Total 5293:					10.59	.00	
5473	KELLERSTRASS ENTERPRISES	D2098	MIDGRADE 87, DF#2 DYED ULT	11/27/2018	26,250.45	.00	
Total 5473:					26,250.45	.00	
5489	WRENCH IT PLUMBING & HEAT	5114	PROJ: PLUMBING WORK FOR H	11/18/2018	2,942.98	.00	
5489	WRENCH IT PLUMBING & HEAT	5114	PROJ: PLUMBING WORK FOR H	11/18/2018	2,942.98	.00	
Total 5489:					5,885.96	.00	
5707	PERFORM PRINTING INC	P 992	BUSINESS CARDS PD	11/19/2018	319.25	.00	
Total 5707:					319.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1JGX-RYJL-YC	CAR CHARGER	10/30/2018	280.00	.00	
5726	AMAZON	1VYF-R6XL-1R	BLACK TONER	11/14/2018	354.89	.00	
Total 5726:					634.89	.00	
5734	GREENWAY PAINTING LLC	000395	PRIMING AND PAINTING- WALL	11/20/2018	1,641.56	.00	
Total 5734:					1,641.56	.00	
5873	SAUER, CALEB	111518B	DOT	11/15/2018	25.00	.00	
5873	SAUER, CALEB	111918	METER READER TRAINING ALA	11/19/2018	126.86	.00	
5873	SAUER, CALEB	111918	METER READER TRAINING ALA	11/19/2018	126.86	.00	
Total 5873:					278.72	.00	
5937	HURST, RON	8470655	SAFETY BOOT REIMBURSTME	11/03/2018	100.00	.00	
Total 5937:					100.00	.00	
5941	PETHEALTH SERVICES INC	SIUN12539138	REGISTRATION ADOPTION	10/31/2018	9.70	.00	
Total 5941:					9.70	.00	
5942	HOST COMPLIANCE, LLC	1372	COMPLIANCE MONITORING	11/10/2018	10,742.00	.00	
Total 5942:					10,742.00	.00	
5960	SNAKE RIVER BREWING	6904227	COFFEE FOR PW MAIN SHOP-	11/15/2018	96.90	.00	
Total 5960:					96.90	.00	
6036	BIRDYSHAW, SANDY	112618	AIRFARE FOR IIMC CONFEREN	11/26/2018	685.60	.00	
Total 6036:					685.60	.00	
6092	ENERGY 1	1371	PROJ: SNOW KING ICE ARENA	11/14/2018	3,800.00	.00	
Total 6092:					3,800.00	.00	
6128	MULDOON, PETER	111918	TRAVEL EXPENSES TO NLC M	11/19/2018	1,797.39	.00	
Total 6128:					1,797.39	.00	
6147	OUTLAW BROTHERS CONSTR	72	JOB: 149 E PEARL- LABOR AND	11/26/2018	380.00	.00	
6147	OUTLAW BROTHERS CONSTR	72	JOB: 149 E PEARL- LABOR AND	11/26/2018	5,435.00	.00	
6147	OUTLAW BROTHERS CONSTR	72	JOB: 149 E PEARL- LABOR AND	11/26/2018	2,677.04	.00	
Total 6147:					8,492.04	.00	
6156	BUCKRAIL, LLC	1531	MEMBERSHIP FOR ADS	11/26/2018	375.00	.00	
Total 6156:					375.00	.00	
6157	INTELLICHOICE, INC	1229321	WY STATE QUERY	11/15/2018	14,830.00	.00	
Total 6157:					14,830.00	.00	
6213	New West Building Company Inc.	112618	release B16-0691 125 /127 West	11/26/2018	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6213	New West Building Company Inc.	112618	Release bond B16-0690 125 west	11/26/2018	13,000.00	.00	
6213	New West Building Company Inc.	112618	RelaseBond B18-0524 40 Pioneer	11/26/2018	6,000.00	.00	
Total 6213:					20,000.00	.00	
6236	UNIFORMS2GEAR	86008	ARMORSKIN	10/01/2018	168.72	.00	
6236	UNIFORMS2GEAR	86048	UNIFORMS	10/02/2018	974.16	.00	
Total 6236:					1,142.88	.00	
6243	DAY WIRELESS SYSTEMS	2584-00	LOW TIER RADIO PROGRAMMI	10/19/2018	3,369.68	.00	
Total 6243:					3,369.68	.00	
6279	ROBINSON, SAMI	NOV-2018	NOVEMBER 2018- 19 DAYS US	11/27/2018	1,361.73	.00	
Total 6279:					1,361.73	.00	
6313	MASTERCARE CLEANING, LLC	007122	CLEANED 1400 SQ' OF CARPET	11/21/2018	490.00	.00	
Total 6313:					490.00	.00	
6314	ROBERTSON SUPPLY, INC	4523615	GROUNDFOSS, EPDM FULL FAC	11/21/2018	24.06	.00	
6314	ROBERTSON SUPPLY, INC	4528127	GRUND FOS	11/21/2018	1,907.33	.00	
Total 6314:					1,931.39	.00	
6315	WATER TECHNOLOGY GROUP	5436037	UV INSTALL/START-UP- MISC E	11/16/2018	520,630.00	.00	
Total 6315:					520,630.00	.00	
6316	GARCIA, GREGORIO	112818	TRAVEL EXPENSES	11/28/2018	305.04	.00	
Total 6316:					305.04	.00	
6318	NEWCOMB, KATHERINE	112818	TRAVEL EXPENSES	11/28/2018	101.71	.00	
Total 6318:					101.71	.00	
6319	VIRGINIAN VILLAGE CONDO H	16	HOA DUES	10/01/2018	1,985.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	16	HOA DUES	10/01/2018	1,985.00	.00	
Total 6319:					3,970.00	.00	
6320	JACKSON HOLE THERAPY, INC	110618	COMPASSION FATIGUE WORK	11/06/2018	190.23	.00	
Total 6320:					190.23	.00	
6321	ZUERCHER TECHNOLOGIES	PA0001363	FIELD OPS SUBSCRIPTION	11/19/2018	240.00	.00	
Total 6321:					240.00	.00	
6322	PIATT, GERALD	112818	TRAVEL EXPENSES	11/28/2018	244.04	.00	
Total 6322:					244.04	.00	
6323	SHELL EQUIPMENT COMPANY	1020	SHUR-MATIC ALUMINU, FLIP T	11/02/2018	3,457.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6323:					3,457.00	.00	
Grand Totals:					1,611,578.42	6,731.59	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 29, 2018
MEETING DATE: December 3, 2018

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

SUBJECT: Jackson Hole Skijoring

STATEMENT/PURPOSE

The Mayor and Council approve the use of town streets, temporary street closures, temporary signage, use of Town equipment, exemption from Municipal Code, and services of Town personnel for special events.

BACKGROUND/ALTERNATIVES

The applicant, Skijor USA, Inc., a non-profit organization, requests permission to host the Jackson Hole Skijoring special event on Saturday, January 26, 2019 and Sunday, January 27, 2019 from 8:00 A.M. until 5:00 P.M. on both days. The event would consist of skiers pulled by horses competing for time on an established course. The applicant estimates that up to 2,500 spectators are expected to attend this event each day.

The applicant wishes to host this event within the Town of Jackson as opposed to other areas outside of Town limits. The applicant understands that there are some constraints to requesting to hold this event in the town limits.

Following submission of an initial special event application, the applicant met with representatives from a variety of Town Departments including Police, Public Works, Fire/EMS, Parks and Recreation, TC Fairgrounds, and START Bus. During this meeting the applicant presented information on requirements necessary for staging such an event. Staff engaged in a spirited discussion as to potential options in town which could potential host a skijoring race course. Three of these three possible locations (Course A, Course B and Course C) are presented in this staff report. Of the these three options Course A is preferred by staff and the applicant.

If the Town Council is not comfortable with Course A this item should be pulled from the Consent Calendar for further discussion of other options. In addition to Course B and Course C additional options were considered including hosting the skijoring course on Snow King Avenue (between Flat Creek and Millward) and on Karns Meadow Drive (between Snow King Avenue and Broadway); however, these were not presented due to impact to traffic and spectator parking/access, respectively.

1. Course A

On Flat Creek Drive between Snow King Drive and West Hansen Avenue

This proposed site would utilize Flat Creek Drive as the course. The start of this proposed course would be located near the corner of Snow King Avenue and Flat Creek Drive. Participants would race north towards Kelly Avenue with the proposed finish line being located just past W. Karns

Avenue. A smaller run out zone for the horse to decelerate would continue north past W. Kelly Avenue to approximately W. Hansen Avenue.

Flat Creek Drive between West Hansen and Snow King Avenue would be closed to vehicle traffic for the duration of this event; however, a portion of the street would remain open to limited vehicle traffic for START Bus, emergency vehicles and residents who access their homes via Flat Creek Drive. Due to the nature of the course being constructed from snow, the course would remain in place for the duration of the weekend and vehicle traffic would be able to resume on Sunday evening when the course was cleared.

The eastern portion of the Fairgrounds parking area would be utilized for spectators, limited event parking, and food & beverage vendors.

After some discussion, this site appeared to be the preferred placement from the standpoints of constructing a safe course for racers and horses, offering adequate spectator viewing opportunities, and minimal disruption to local residents. This course would also be the potentially least impactful to the Town's ability to store snow and host a variety of pre-existing uses such as overflow parking from Ride to Taxi, a temporary dog park, public access to the Heritage Arena, etc.

A map of this proposed layout is found on the next page.

JACKSON HOLE SKIJORING PROPOSED SITE PLAN A ~ JANUARY 26 & 27, 2019



Yellow Line designates course/snow ~ Green Line designates pavement to allow for limited vehicle traffic

For this site the applicant would request the following from Town in association with the event:

1. Closure of Flat Creek Drive from West Snow King Avenue to West Hansen Avenue from Friday, January 25, 2019 at 10:00 A.M. until Sunday, January 27, 2019 at 8:00 P.M.
These streets would be closed to vehicle and pedestrian traffic during this time. A lane on this portion of West Flat Creek would remain open for START Buses, emergency vehicles and residents who utilize West Flat Creek to access their homes.
2. The posting of "Local Traffic Only" signs and placement of detour barricades with arrows at the following intersections:
 - a. Flat Creek Drive and West Hansen Avenue
 - b. Clissold Street and West Kelly Avenue
 - c. Clissold Street and West Karns Avenue
3. The posting of "Handicap Parking" signs on the south side of West Karnes Avenue from Friday – Sunday.
4. Emergency Vehicle Parking along the south side of West Karnes Avenue.
5. Permission from Town Council for amplified sound associated with the Skijoring event.
6. Permission to use Town barricades and road signs.
7. Access to electricity in Fairgrounds parking lot if necessary.
8. Use of the western portion of the Fairgrounds parking lot for food and beverage sales as well as for event parking.
9. Permission from Council for overnight RV camping in the eastern portion of the TC Fairgrounds parking area (east of the Heritage Building), in the Teton County Exhibition Hall Parking Lot from Friday, January 25 until Monday, January 28, 2019. Final approval is subject to permission from the Fairgrounds Manager and/or Fair Board. Participants and family members may wish to camp in RV/living quarter type trailers. The applicant has indicated that very few participants would utilize RV units for camping overnight. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
10. Permission for overnight parking Friday through Sunday nights for trailers associated with the event at the Fairgrounds (west of the Heritage Arena).
11. Permission for overnight parking Friday through Sunday nights for trailers associated with the event at the Fairgrounds (east of the Heritage Building), in the Teton County Exhibition Hall Parking Lot. Final approval is subject to permission from the Fair Manager and/or Fair Board. Final approval is subject to permission from the parking lot owners and/or lessees.
12. Catering permit on Saturday, January 26 and Sunday, January 27 from 10:00 A.M. to 5:00 P.M. for alcohol sales on in the western portion of the Fairgrounds parking lot.
13. Relief from Town ordinances as follows: Applicant requests the issuance of a catering permit for the western portion of the TC Fairgrounds parking area. Beer, wine and spirits would be served in the roped off areas of the parking lot. Municipal Code 6.40.050 prohibits open containers and the consumption of alcohol on any street, sidewalk or curb or any other public property. Alcohol will not be permitted outside of this roped off area or in town streets.
14. Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.

The next two options – Course B and Course C – are not preferred, due to the current carrying capacity of the TC Fairgrounds parking lot and the current winter uses including: temporary dog park, overflow Ride to Taxi parking, town snow storage, construction of the temporary fire station, public access to the Heritage Arena, etc. These two options were considered and have been listed as possible alternatives if Council decides that Course A is not a viable option.

2. Course B

Course in the TC Fairgrounds parking lot with the use of West Karns Avenue

This proposed course layout would place the actual race course within the TC Fairgrounds parking lot and utilize West Karns Avenue (between Flat Creek Drive and Jackson Street) for spectator viewing and food & beverage vending. This portion of West Karns Avenue would be closed for the duration of the event. The concerns in this layout is the potential impact to those residents living on West Karns, and construction of a course with a safe and adequate run-out section. This course is not recommended.

Another concern of this layout is the run-out portion of the course. The run out portion of the course is used as a space for the horses to decelerate. The proposed run-out for this course would end right at the construction fencing for the temporary fire station.

This proposed course was discussed as a possible alternative to Course A and it was listed by the applicant as an alternative course; however, staff has concerns about impacts to residents along West Karns as well as the ability to offer the space adequate enough to provide for the course and run out zone.

A map of Course B is contained on the next page.

JACKSON HOLE SKIJORING PLAN B SITE PLAN WHICH WOULD USE W KARNS AVE



If use of Flat Creek Drive is not allowed, perhaps W Karns Avenue could be used for spectators and vendors and the Teton County Fairgrounds used for the track and stage. This would keep the horses and competitors apart from the spectators which would be much safer than Plan C.

3. Course C

Course contained with the TC Fairgrounds parking lot

This proposed course layout would contain the entire event (racecourse, run out, spectators, vendors, etc.) within the TC Fairgrounds parking lot. The concerns in this layout is the ability to offer ample space to host the event and the ability to provide space for all of the existing uses. This course is not recommended.

The applicant would require space for the following uses: a racecourse with adequate runout for the horses to decelerate, spectator viewing area, food and beverage vending area, event parking to name a few. Currently the space serves multiple uses: Town snow storage, temporary dog park, overflow Ride to Taxi parking, recycling, public access to the Heritage Arena, construction staging for the Parks and Recreation project and construction staging for the Fire Department project, etc.). Another concern of this layout would be providing a safe course for the athletes and the horses in regards to offering

An additional concern of this layout is the run-out portion of the course. The run out portion of the course is used as a space for the horses to decelerate. The proposed run-out for this course would end right at the construction fencing for the temporary fire station.

This proposed course was discussed as a possible alternative to Course A and it was listed by the applicant as an alternative course; however, staff has concerns about being able to fit everything into this space.

A map of Course C is contained on the next page.

JACKSON HOLE SKIJORING PLAN C SITE PLAN (use of only Teton County Fairgrounds)



This plan would greatly reduce the length of the course as well as the runout which ends abruptly. The spectator/vendor spaces would also be reduced. The start area would have to be fenced off from the public. The horses would have to go behind the track between runs in order to keep spectators safe.

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

ATTACHMENTS

Special Event Application

FISCAL IMPACT

Direct income includes income from the Exposition Business License (\$400) and catering permit (\$40). The Police Department is expected to incur a fiscal impact associated with enforcing parking and patrolling the event. Public Works Departments is expected to incur a fiscal impact associated with snow removal and race course building. The event organizers have indicated that they would be willing to pay staffing expenses.

STAFF IMPACT

The services of police and community service officers for patrol and traffic control, and the services of Public Works personnel for race course building and viewing and vending area preparation.

LEGAL REVIEW

N/A

RECOMMENDATION

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

1. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.
2. All town ordinances, including noise and animals, shall apply to all events except where specifically granted relief by the Town Council.
3. The applicant shall apply and pay for all licenses and/or permits prior to the events.
4. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event
5. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
6. Food service shall be coordinated with and approved by Teton County Environmental Health.
7. The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by each event. Additional trash receptacles are required at food vending booths.
8. The applicant is required to provide recycling containers and provide for the removal of all recycled material.
9. The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.
10. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event.
11. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.
12. Residents within a two block radius of the park shall be notified in advance of the date and beginning and ending times of the event as well as parking and street closure information.

13. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
14. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
15. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
16. All walkways and boardwalks must be kept unobstructed at all times.
17. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
18. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
19. The applicant shall work with the Police Department to determine the level of service required for this event.
20. The applicant shall pay for all police services needed to staff this event at least five business days prior to the event to prevent the department from incurring a significant overtime expense.
21. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
22. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked.
23. All individuals serving alcohol will have TIPS training and certification.
24. Only 16oz or small plastic cups are used for beer sales.
25. Volunteers or staff shall be placed at the event exits to prevent spectators from leaving with open alcoholic beverage containers.
26. No more than two beers shall be sold to any person at any time.
27. No alcohol or food or other beverage shall be served in glass containers.
28. There will be no serving of alcohol to obviously intoxicated people.
29. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
30. In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department
31. Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition. [and] e. Acquire and keep on file names, addresses and phone numbers of all participants.
32. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
33. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
34. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

35. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
36. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
37. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
38. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
39. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
40. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
41. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
42. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
43. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
44. Construction areas (ie. the Pavilion/Temp Fire Station (northeastern side of Fairgrounds) and Parks & Rec Shop (south/southeast side of Fairgrounds)) will remain accessible to builders, equipment and their respective owner groups.
45. Access to Heritage Arena & Exhibit Hall will remain open and available to pre-scheduled users.
46. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
47. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
48. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
49. The applicant will abide by any additional conditions and restrictions as deemed by the Town Council.

SUGGESTED MOTION:

If the Town Council wishes to move forward with approving this event utilizing the proposed Course A outlined in this staff report then the following motion could be utilized:

I move to approve the special event application made by Skijor USA, to host the Jackson Hole Skijoring special event on Saturday, January 26 and Sunday, January 27, 2019 utilizing proposed Course A, subject to the conditions and restrictions listed in the staff report.

If the Town Council is not comfortable with Course A this item should be removed from the Consent Calendar for further discussion of other options.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Jackson Hole Skijoring

Name of Organization: Skijor USA, Inc.

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

Mailing Address: 50 Vanderbilt Avenue #49

City: New York State: New York Zip Code: 10017

Name of Person Completing Application: Loren Zhimanskova

Email Address: lorensanssouci@gmail.com

Work Phone: 646.209.0229 Cell Phone: 646.209.0229

EVENT INFORMATION

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

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

A community-based, family-focused event in which horses and riders pull skiers on a

Location of Event: Flat Creek Drive & Teton County Alternative Location: _____

Date(s) of Event: January 26 & 27, 2019 Event Operating Hours: 8 AM to 5 PM

Event Set Up Begins Date: January 24, 2019 Time: 8 AM

Event Clean Up Ends Date: January 28, 2019 Time: 5 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2500 Total Event: 5000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Brian Giordano Cell Phone: 406.202.5696

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Flat Creek Drive (from Snow King Ave 1/25/19-1/27/19 3 AM 6 PM

to West Kelly Ave and possibly above)

Areas of Teton County Fairgrounds 1/24/19-1/28/19 8 AM 5 PM

Parking Lot along west side fencing for announcer stand, bleachers, vendor tents, porto
and some designated portion of central area for horse trailers and possible "skijor pony

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

Will the event restrict / close access to any public parking spaces?

☐ Yes ☒ No

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

Will the event closure requests impact any START Bus routes?

☒ Yes ☐ No

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

Route Description: Flat Creek Drive

START Bus contacted?

☒ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

TBD Large Street Barricades

TBD "Road Closed" Street Signs

TBD Small Sidewalk Barricades

TBD "Local Traffic Only" Street Signs

TBD 28 Inch Street Cones

TBD "Detour" Street Signs

TBD Candlestick Cones

TBD 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☐ General Presence

☐ Towing / Ticketing

☐ Assistance with
Parking Closures

☐ Assistance with
Street Closures

Please describe in detail your request: _____

If signage, barriers and ample volunteers are used, we feel we will need only general police

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

Snow would need to be moved from the snow dump onto Flat Creek Drive to build a track 4" to 6" deep, 700' long plus a 300' run out (minimum). This snow needs to be clean. Jumps or rollers, 2' to 4' high, would also be built. This snow could be recycled. A snow cat

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Event requires electricity for timing equipment, sound

for announcer/music, LED display. Generators will be used, but access to box may also

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☒ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: We request that an ambulance be present with EMT's.

If it leaves the site, the event will be delayed until it returns unless a backup can be

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 10 AM Finish Time: 5 PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 8 Number of ADA Accessible Portable Toilets: 2

If "No", please explain: _____

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

Restroom Company: TBD

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

Date for Pick Up: TBD Time for Pick Up: TBD

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer? TBD & negotiable (dependent on

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Sales will be limited to food and beverage and general promotional merchandise or event sponsor products.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

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

How many trash receptacles will be supplied for your event? 15-20 dependent on # of vendors

When will the trash receptacles be delivered? within 24 hours of the event commencing

When will the trash receptacles be picked up and removed from site? within 24 hours after

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

We are happy to work with the Town of Jackson and any entities within the town to ensure that the site will be managed properly, recycled materials handled properly and the minimum amount of impact experienced by the town, the fairgrounds and any neighborhoods adjacent to or within the event site.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 10-12 dependent on

When will these recycling receptacles be delivered? TBD

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

Describe your plan for collection and removal of recyclable materials during your special event: We are happy to work with the Town of Jackson and any entities within the town to ensure that the site will be managed properly, recycled materials handled properly and the minimum amount of impact experienced by the town, the fairgrounds and any neighborhoods adjacent to or within the event site. Ample signage will be used and reminders posted on flyers and announcements made from podium.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

In past years, this event has been held on a private property, either Melody Ranch or Snake River Ranch. The Jackson Hole Shrine Club has been the primary event organizer. The Jackson Hole Shrine Club has agreed to allow Skijor USA, Inc. to move forward with the organization and promotion of the event in 2019 and beyond. They do not wish to see this tradition, which was meant to replace the cutter races, cease. It has been, and will remain, an important way for the Shrine Club to promote and raise funds for its Children's Hospitals, and it is also an important event for the Town of Jackson which has a history of skijoring since 1930. For over five years, Loren Zhimanskova, founder and Chair of Skijor USA, has cultivated and enjoyed a relationship of professionalism and trust with both the former President of the JH Shrine Club, Tom Needham, as well as the current President, McNeil Watson. Skijor USA also has a working relationship with "Mo" Murphy at the Jackson Hole Chamber of Commerce and is acquainted with Rachel Grimes of Teton County Fairgrounds. Our course designer/builder, Aaron Cisco of Driggs, Idaho, has significant experience building safe tracks, and Skijor USA has worked with towns such as Leadville, Minturn and Silverton, Colorado building tracks on asphalt specifically. Loren is partnering with Brian Giordano of Boulder, Montana in organizing the Jackson Hole Skijoring event. Brian has over 10 years experience running his own event company and prior experience working with major events such as Sturgis. He is a consummate professional who sees a positive future for skijoring which, from his perspective, is fresh and new and offers great family entertainment, a cool, positive image and a bright future for its athletes. Loren has

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: LSZ

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: LSZ

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: LSZ

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: LSZ

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: LSZ

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Loren S. Zhimanskova

Printed Name

DATE: 11/02/2018

TITLE: Founder & Chair, Skijor USA, Inc.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018

MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Carl Pelletier

SUBJECT: Special Event: Pedigree Stage Stop Sled Dog Race

PURPOSE/STATEMENT:

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, relief from Town ordinances and the authorization of staff overtime, on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, Pedigree Stage Stop Sled Dog Race, has submitted a special event application to host the opening day of the Pedigree Stage Stop Sled Dog Race. The race is scheduled for Friday, January 25, 2019. The race will start at 6:30 P.M. with ceremonial teams will making their way to the start line at 6:15 P.M. Preparations for the event will begin at 5:00 A.M. and clean up should conclude by approximately 11:30 P.M. The anticipated audience is 3,000 people. **There are no material changes to the event as compared to last year.**

The applicant is seeking numerous approvals from the Town including:

- Use of town streets for the race, which will have the following course: From the Deloney parking lot at the corner of King and Deloney participants proceed west on Deloney and then diagonally across Town Square/George Washington Memorial Park to the race start line at Broadway and Cache, east on Broadway to Redmond, south on Redmond to Cache Creek Drive, through Snow King private property, around the Love Ridge Condos along Snow King Ave and ending in Phil Baux Park.
- Closure of the Snow King Ball Field/Phil Baux parking lot beginning at 3:00 P.M. for dog team parking and dog trucks.
- Closure of the Deloney parking lot from 6:00 A.M. to 8:00 P.M. for staging the event and pre-race vet checks and dog team staging which will begin at 9:00 A.M.
- Deloney Street from North King to Center Street: Parking closures on both sides of the street beginning at 6:00 A.M.
- Center Street between Broadway and Deloney: Parking closures on both sides of the street beginning at 6:00 A.M. for Public Works access to build the course and Sweet Cheeks vendor set up. The street will close at 12:00 noon.
- Broadway between Cache and Willow: Parking closures on both sides of the street beginning at 10:00 A.M. for Public Works access to build the course and vendor set up. The street will close at 12:00 noon.
- Broadway from Willow to Redmond: Parking closures on the south side of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.

- Redmond from Broadway to Cache Creek Drive: Parking closures on both sides of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.
- Cache Creek Drive: The street will close at 8:00 A.M. for Public Works access to build the course.
- Snow King Ave from Cache to King: Parking closures on both sides of the street beginning at 3:00 P.M. for dog handlers to have easy access to their teams. Race participants will have event-parking tags for their vehicles and will be allowed access on to that portion of Snow King to easily park and meet their teams.
- Approval of the attached sign permit application including nine off site banners, street pole banners, and sponsor pendants to be displayed along the rope barrier during the event. These signs have been approved in past years.
- Relief from ordinance 7.12.135 prohibiting dogs in Town parks.
- Relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson. Section 8.20.030 of the code allows the Town Council to grant a permit for supervised public displays of fireworks by organizations which are handled by a competent operator and which are not hazardous to property or endanger any person. Snow King Resort in conjunction with the Pedigree Dog Sled Race will be hosting a Torchlight Parade and a fireworks display on the ski hill following the sled dog race.
- START Bus shuttle service from Town Square to Snow King.
- A Councilmember to provide an event welcome.
- Parks and Recreation services to build a race track through George Washington Memorial Park.
- Trash picked up from the cans surrounding the Town Square on Saturday, January 27, 2018. Public Works to coordinate.
- Town personnel services for signing of streets in advance for no parking and for the hospital detour route, monitoring and replacement of signs as needed, towing of vehicles in violation of signs, erection of barricades throughout the race course, personnel and equipment to truck in and lay down a snow track for the race, erection of bleachers at the corner of Broadway and Center street, clearing of the race track at the end of the race, removal of barricades, placement of light pole generators around Town Square, and substantial Police Department personnel for race day traffic, parking and animal control.
- That Fire/EMS park a fire truck in the center of Broadway next for display, the race photographer, and national anthem (in addition to being available in case of emergency).
- Issuance of an exposition license for all goods provided. Please note that this year there will be a merchandise tent with proceeds from merchandise sales directly benefitting the campaign promoting the adoption of shelter dogs.
- Permission from Town Council for amplified noise generated by the event including music and announcements.

In previous years, numerous citizen complaints have been generated by the event. Some are from residents along the race route who cannot enter or exit their property in their vehicles because of the snow track, which closes both their driveways and their streets. Other complaints are from area residents and visitors who feel inconvenienced and must find alternate routes of travel. The applicant has inviting residents in the community to attend this public hearing via newspaper ads and other social media outlets.

ATTACHMENTS:

Application

FISCAL IMPACT:

Income includes \$100.00 from the expo application. The estimated cost incurred by the Police Department is \$1,500.00. Costs incurred by the Public Works Department with regard to personnel, equipment usage and fuel are estimated at approximately \$16,000.00 without accounting for overtime. Costs incurred by the

Parks and Recreation Department with regards to personnel and equipment usage are estimated at approximately \$500.00.

STAFF IMPACT:

Substantial Police Department and Public Works personnel on both regular time and overtime are required for the event. Assistance from Parks and Rec personnel is also required.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends the approval of the application of Pedigree Stage Stop Race for the International Pedigree Stage Stop Sled Dog Race, subject to the following conditions and restrictions:

- The applicant will utilize newspaper advertisement space and other forms of social media to inform residents and businesses along the race route prior to the public hearing.
- The applicant shall clean up the entire area immediately following the conclusion of the race. The applicant shall contract trash and recycling removal.
- Town staff shall approve any alterations to the original application and/or the site plan on a case-by-case basis.
- Advertisement of the event through the use of temporary banners shall be limited to those requested in conjunction with the special event application. All banners placed on private property must be approved by the property owner prior to placement.
- All fireworks displays must be approved by the Fire Marshal prior to the event.
- Walkways around the square behind the vendor tents shall stay open and unblocked with no cords, boxes, supplies, etc. or blocked off completely at each end with barricades. All electrical cords shall be covered for pedestrian safety.
- The applicant shall coordinate all services with Public Works, Police, Parks and Recreation and Town Administration at least seven days prior to the event:
 - Volunteer placement and event details
 - Barricade request
 - Bleacher requests and deposits
 - Power and electrical needs
 - Road closings
 - Traffic management
- The Parks and Recreation Department requires a damage deposits for bleachers prior to delivery.
- The applicant shall provide a minimum of ten (10) volunteers with vests to assist with traffic control. The applicant shall contact the Police Department at least ten (10) days prior to the event to verify volunteer placement and to coordinate all event details unless a joint meeting is arranged with all relevant Town departments.
- Parks and Recreation would prefer that straw bales not be used as barricades in Town Square as the straw is difficult to remove. Wood barricades may be used instead.
- The applicant shall facilitate parking of dog teams and dog trucks in the Phil Baux/Ball Field parking lot.
- The applicant shall provide six port-a-potties in the event area. The applicant shall confirm placement of port-a-potties with Parks and Recreation Department and Public Works prior to race day.
- Insurance: An insurance certificate that names the “Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers” and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the

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

- Fire Department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
- All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department *unless open on all sides* (IFC 105.6.43).
- Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
- Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 2403.6).
- Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 2404.2).
- Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 2404.5).
- Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 2404.6).
- All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 2404.7)
- Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 2404.12).
- Any cooking performed within tents shall require advance approval by this Department (IFC 2404.15.3 – 2404.15.7).
- Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 2404.19).
- All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from The Fire Department (IFC 605.9).
- Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2)
- The applicant shall obtain permission from the Lutheran Church to use their parking lot.

SUGGESTED MOTION:

I move to approve the application of Pedigree Stage Stop Sled Dog Race special event on Friday, January 25, 2019, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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



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

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

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

APPLICANT INFORMATION

Name of Event: Pedigree Stage Stop Race Ceremonial Start

Name of Organization: IRMSSSOR

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

Mailing Address: PO BOX 13443

City: JACKSON State: WY Zip Code: 83002

Name of Person Completing Application: Dianna Lehn

Email Address: Secretary@wyomingstagestop.org

Work Phone: _____ Cell Phone: 307-640-5859

EVENT INFORMATION

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

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

Ceremonial Start to Pedigree Stage Stop Race

Location of Event: Town Square to Snow King Alternative Location: _____

Date(s) of Event: 1-25-2019 Event Operating Hours: NOON-9:00pm

Event Set Up Begins Date: 1-25-2019 Time: 1:00 AM

Event Clean Up Ends Date: 1-25-2019 Time: 9:00 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,000 + Total Event: 3,000 +

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): MARS CORP

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

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

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

Name: Dan Carter Cell Phone: 317-778-6282

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes

☐ No

Area of Closure Request

Date(s)

Start Time

End Time

TOWN SQUARE 1-25 MON - 9:00pm
PARTIAL CLOSURES: BROADWAY, Redmond,
SNOW KING AVE.

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

Will the event restrict / close access to any public parking spaces?

☒ Yes

☐ No

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

TOWN SQUARE
parking spaces

Will the event closure requests impact any START Bus routes?

☒ Yes

☐ No

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

Route Description: TOWN SQUARE START Bus contacted?

☒ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes

☐ No

Notify Via Ad In
LOCAL Newspapers

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request:

JACKSON Police Dept provides officers

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request: Bring In & Remove Snow
For Disabled Teams

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☒ Additional Public Restroom Cleaning

Please describe in detail your request: Use of Electric At
Town Square

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

Is the requested event site a public park or ball field?

☒ Yes

☐ No

If "Yes", has the site been reserved with Parks and Recreation?

☒ Yes

☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☒ Foot Patrol

☒ Ambulance

☒ Fire Engine

☒ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: MAH Redwine Coordinates
Fire / EMS for this Event

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☒ Event Specific Shuttle(s)

Please describe in detail your request:

They ARE MADE AWARE of
Road Closure / Request shuttles to lessen parking
Impact in Town Square Area

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times:

Start Time:

NOON

Finish Time:

9:00pm

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

Jumbo TRON Screen 3pm - 9pm

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☒ Yes

☐ No

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

☒ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☒ Yes

☐ No

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

Total Number of Portable Toilets: 16 Number of ADA Accessible Portable Toilets: 2

If "No", please explain: _____

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

Restroom Company: MACEY'S

Restroom Drop off / Pick Up Date for Drop Off: 1-25 Time for Drop Off: Noon

Date for Pick Up: 1-26 Time for Pick Up: AM

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event: All Are Free

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

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

How many trash receptacles will be supplied for your event? 3-5 Large Dumpster

When will the trash receptacles be delivered? 1-25

When will the trash receptacles be picked up and removed from site? 1-26

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

Westbank Delivers & removes All trash

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

- ☒ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH2O Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☒ Yes

☐ No

If "Yes" which company will you be using?

JACKSON CURBSIDE

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

4-6

When will these recycling receptacles be delivered?

1-25

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

1-26

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

JACKSON CURBSIDE delivers & removes

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

None

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: 

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: _____



Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: _____



Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: _____



Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: _____



Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

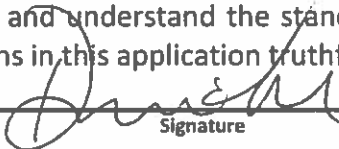
All fireworks displays must be approved by the Fire Chief prior to the event.

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Dianna Lehn
Printed Name

DATE: 10-22-18

TITLE: Assistant Race
Director

Timeline race start at Town Square:

Time for 2019 Race Start at the Town Square January 25th 2019

5:30 Storm show Movie

6:00 P.M. Welcome Spectators

6:03 Video begins (20.0 minutes)

6:15 Pedigree dignitaries at Antler Arch

6:20 National Anthem (2.5 minutes)

6:23 Pedigree Dignitaries say words to the crowd from Starting line

6:30 Pedigree Main Stage Team number 1& 2 Duel Start

With Junior Musher participant

7:00 – 9:00 pm Party at Snow King

? Last team arrives Snow King

8:00 pm Torch Light Parade

Fireworks follow Torch Light Parade

See attached:

- ✓ Flyer for race route door hanger/notice (2-sided notices to be distributed prior to the Town Council meeting on December 2016.)
- ✓ Copies of "Road Closure Announcement" signs
- ✓ Map of Snow King route
- ✓ Event Time Line from Police Dept from 2017 (to be provided by city of Jackson Police)
- ✓ Site plan
- ✓ IPSSSDR 501(C)(3) Document

- Trash receptacles and removal by Westbank will be contracted by Town of Jackson to ensure proper handling, clean up and disposal. Town square area receptacles' trash removal Saturday morning. Trash in container behind Wyoming Outfitters by contracted to Westbank Sanitation by IPSSSDR for Saturday morning removal. Curbside Recycling contracted by IPSSSDR to set up recycling bins, pick up recycling, recycle.
- Pig Roast vendor on center street to be 6 feet away from sidewalk, no awnings over sidewalk for safety
- Improved pedestrian crossing of race course to be attempted by placing "Gate" in snow fence with gatekeeper to assist in crossing race course.
- Public Works to place temporary road closed signs along 18 intersections 1 week prior to race approx Jan 20, 2018 (including East Deloney Parking Lot and Snow King parking lot).
- Request for public works to start track building at 8:00 – 9:00 AM at West Cache Creek to Willow by noon. At Noon start building track from Broadway & Cache (start line corner) to Willow. Build track from staging lot corner of Deloney & S King after 2PM.
- Parks & Rec. to build snow track inside square from corner of Deloney & Center to Broadway & Cache. 4 straw bales to be used as barricades to detour teams in the correct direction. Straw bales to be removed from inside square immediately following race (Sunrise Lumber drops off and picks up).
- Parks & Rec. to move 2 sets bleachers to intersection of Broadway near intersection of Center & Broadway to accommodate pig roast vendor tent placement facing Broadway.
- Vendors to use electrical outlets in antler arch stone bases on corner of Center & Broadway and Stage Stop Building.
- 16' x 60' setup JH Fire EMS fire truck to arrive not before 3:00PM to park in center of Broadway next to Wyoming Outfitters. Use for display, race photographer, and national anthem. Must enter through Willow & Broadway northeast side.
- Vehicle sponsors (3-4 trucks) to park near Center and Broadway at beginning of START line
- Temporary relief from no dogs in park ordinance.
- 2 insurance policies (liability & motor vehicle) will be provided to the city of Jackson for the 2018 race prior to the event by Carol (307-733-2464) of HUB-BHJ Insurance, Inc.
- Howdy Partners and Kiwanis Club have been contacted and will provide volunteers to assist with traffic control as outlined in "Event Time Line" from Jackson City Police Dept. Volunteers will be stationed at Town Square and designated to assigned posts. Orange safety vests will be borrowed by Community Foundation and returned at Phil Baux Park to designated volunteer at Firework show.
- 1 vendors will be offering items for sale (Food Vendor). Pedigree, The Wort Hotel, and PAWS will only be offering "give-away" items. Pedigree Tent sells for Non Profit.
- A wireless PA system at of the start of the race will be used. National anthem at 6:24 pm. First team leaves at 6:30 pm.

SPECIAL COMMENTS:

**Special Event Plan
for Pedigree Stage Stop Special Event Permit Application
Event Date Friday, January 25th 2019
Request to be on agenda for December**

- Race Staff will place an add in the Newspaper announcing the event.
 - Schools and Hospital notified of race route December 2018
 - Special Event Application presented for approval and public comment, Town Hall, December 2018
-

Friday, January 25th 2019

- Center Street closed and East Deloney Parking lot closed at 6:00 am (for staging lot and caterer)
- Sandwich vendor begins at 5:30 am
- Use of East Deloney Parking Lot for Vet Check and Staging Lot Area from 9:00 AM – 8:00 PM (Musher vehicle area) Parking Coordinator directs mushers/vehicles to assigned space.
- Use of Lutheran Church Parking lot for overflow of staging of dog teams & trucks for race
- Additional closure/reserved for musher parking at Snow King/Phil Baux parking lot at 3:00pm. Dianna to distribute reserved parking passes identified for mushers at 4:30PM and will be present to assist in directing the parking in lot and along Snow King Ave for dog trucks. No skiers/torchlight parade participants to park in this lot.
- Fireworks display will be at Snow King the night of January 25 2019. As such, relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson is requested under Section 8.20.030 of the Code which allows the Town Council to grant a permit for supervised public displays of fireworks by organizations which are handled by a competent operator and which are not hazardous to property or endanger any person (see separate Fireworks Permit)
- Pre-assigned driving route for dog truck drivers/handlers along Willow to Snow King Ave since intersection at Snow King Ave & Cache to be closed.
- Pedigree crew and vendor booths start set up at 3:00 PM. Vendors are responsible for their own tables and trash removal.
- Jumbo Tron to begin 5:00 pm
- All vendors must enter through Broadway & Willow-north side due to Cache & Broadway being closed during snow track building by Jackson City Public Works dept.
- Electrical cords on sidewalks will be covered for pedestrian safety.
- Light pole generators to be placed inside fence of square onto snow by Public Works. Light towers to be placed in middle of Broadway.
- 6 port-a-potties (5 regular and 1 handicap) will be placed on Center Street by Macy's at 3:00 and pickup at 8:00 pm. (see attached site plan.) - ***No Parking on Center Street***
- Noon, Audio/Video Crew Setup: 32' x 25' inflatable video screen will be placed to do video and LIVE feeds during the race. Snow fence will be around equipment area and for video vehicle. (2) 6x4 speakers will be stacked/hung at START area corners

SLED DOG RACE

JAN. 25TH, 2019 NOON – 9PM

PARTIAL ROAD CLOSURES

EXPECT DELAYS

USE ALTERNATE ROUTE

**THANK YOU FOR YOUR COOPERATION
QUESTIONS? CALL THE RACE HOTLINE**

AT 307-734-1163

Broadway and Center –

Broadway and S. King-

Center and Deloney- Coordinate the closure and facilitate the movement of teams from the staging area to the start line utilizing the route.

Broadway and Willow -Direct traffic around the race course and facilitate traffic on Broadway before and as needed during the race. Direct traffic on Willow to allow for movement and facilitate race.

Broadway and Gros Ventre –

Broadway and Jean –

Broadway and No Name –

Broadway and Stormy Circle –

Broadway and Redmond - Facilitate traffic as needed with the hospital and the alternate travel route on Kelly.

Redmond and Simpson –

Redmond and Hansen –

Redmond and Kelly – facilitate road closure for racers and traffic in between time.

Redmond and Upper Cache –

Snow King and Cache Area – Finish Line Area- Coordinate the vehicle and foot traffic in the area to facilitate the sled dog support teams picking up dog teams and leaving the area.

The following is a short list of personnel in this event plan.

Rover (troubleshooter)	
Event Commander	1600
Cache and Broadway	1600
Center and Deloney	1600
Broadway and Willow	1600
Deloney and King	1600 then move to Redmond and Simpson @1745
Broadway and Redmond	1745
Redmond and Simpson	1745
Redmond and Kelly	1745
Snow King and Cache pkng-lot	1800

SPECIAL EVENT PLAN

DOG SLED RACE

The event is being hosted by the Town of Jackson and is a ceremonial start. **Chief Smith** will be the event commander.

CSO's will insure signage and posting occurs 24 hours prior to closures going into effect.

0500 hrs Graveyards will close off the Parking Lot at the E.Deloney and North King to block early morning access.

1200 hrs CSOs will block off Traffic for the road closure from on Broadway from Cache to Willow and Center to Deloney from Broadway.

1600hrs Special Event overtime begins for officers required to be on intersections around the Town Square out to Willow.

Race Specific Overtime Positions will start at **1745 hrs**

All officers assigned to overtime for this event will be authorized to dress in full winter gear as needed and deemed appropriate for their assignment. The idea is to look professional and be warm. Officers will be at their assigned post at 1630 hrs in preparation for the race to begin. At this time the event sponsor and the Howdy Partners have promised 12 volunteers to assist with the traffic control. Officers may be placed around the volunteers to insure safety of all participants and volunteers. Officers should take the time to meet and introduce themselves to the volunteers around them if applicable. The volunteers might need direction and will need a point of contact.

Cache and Broadway -Direct Traffic as needed and advise other officers of starting of racers on course.

Dog Sled Race Timeline

0500 hrs	Graveyard Shift block the access to the public parking lot at Deloney and N. King and Deloney and Willow.
0700 hrs	No Parking in effect on E Broadway (South side) from Willow to Redmond and Redmond South (both sides of street) to Cache Creek Drive.
0600 hrs	No Parking on Center from Broadway to Deloney (both sides)
1000 hrs	No parking on Broadway from Cache to Willow (both sides)
0600 hrs	No parking on Deloney from Center to King (both sides)
1500 hrs	No parking on Snow King From Cache to King @1500 hrs both sides and Phil Baux lot.
1200 hrs	Broadway from Cache to Willow is CLOSED Shut off traffic and travel on Broadway from Cache to Willow Center Street remains closed from Broadway to Deloney
1600hrs	Winterfest begins OFFICERS WITH ASSIGNMENTS UP TO WILLOW 10-8
1730hrs	OFFICER/VOLUNTEER MEETING ON SQUARE (Center of Town Square) AT 5:30PM
1745	All other officers with assignments 10-8
1830	Race Starts up to 25 teams + 3 ceremonial teams @ 3 minute intervals.
2030 hrs	Race should be over- plows clear intersections and scrape snow to curb.
2130 hrs	Event over Clean up should be complete.

DOG SLED RACE January 25th , 2019

Parking @ N. King Street and Deloney Street for sled dogs and equip.

Staging route and closure – Deloney to Center South on Center to Broadway
Center – closed from Deloney to Broadway. Diagonal lane giving sled dogs
access to Center. Deloney x King

Town Square closure consistent with the shootout.

Race Start and Course

Broadway Start. @ Cache ---
Broadway and Center –
Broadway and S. King ---
Broadway and Willow ---
Broadway and Jean –
Broadway and Gros Ventre—
Broadway and No Name ---
Broadway and Stormy Circle---
Broadway and Redmond--
Redmond and Upper Cache---
Redmond and Simpson---
Redmond and Hansen ---
Redmond and Kelly ---
Snow King at the Resort entrance ---
Snow King and S. Cache---
Snow King and S. Willow --
Snow King and S. King ---
Snow King Parking Lot--

VOLUNTEERS BRING A FLASHLIGHT

Parking lot closure of Snow King @ Phil Baux and Street closure from S. King to
Cache

**The 2019
Pedigree
Stage Stop Sled Dog Race
will take place
Friday, January 25th , 2019**

- Davey Jackson Elementary School is along the route for staging lot area at the East Deloney Parking Lot and with overflow musher parking at the Lutheran Church parking lot.
- The Race crews will begin building the course early the morning of the race and expect delays or detours.
- *On race day, driveway and street accesses may be hampered by snow used for the course.*
- If you have questions about this event, the course, or snow grading, please call 307-640-5359.
- Please be safe as there will be extra traffic due to the staging of the event.

**We greatly apologize for the inconvenience and
"Thank You" for your understanding.**

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

FINISH

SNOW KING RESORT

CACHE CREEK DRIVE

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

FINISH

SNOW KING RESORT

CACHE CREEK DRIVE

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SNOW KING RESORT

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

SNOW KING RESORT

FINISH

CACHE CREEK DRIVE

START

TOWN SQUARE

EAST BROADWAY

SOUTH CACHE CREEK DRIVE

REDMOND STREET

DOG SLED RACE ROUTE

SNOW KING AVENUE

FINISH

SNOW KING RESORT

CACHE CREEK DRIVE

**The 2019
Pedigree
Stage Stop Sled Dog Race
will take place
Friday, January 25th 2019**

- If your home or business is along the route for this exciting event. Please contact the race for a map
At secretary@wyomingstagestop.org
- The Race crews will begin building the course early the morning of the race.
- *On race day, driveway and street accesses may be hampered by snow used for the course.*
- If you have questions about this event, the course, or snow grading, please call 307-734-1163.

You may also want to attend the Town Council Meeting in December at 6:00pm at the Town Council Chambers to make public comments.

**We greatly apologize for the inconvenience and
"Thank You" for your understanding.**

Broadway and Redmond – (2) Facilitate traffic as needed with the hospital and the alternate travel route on Kelly.

Redmond and Simpson – (1)

Redmond and E. Hansen – (1)

Redmond and E. Kelly – (1) Facilitate closure for racers and traffic in between time.

Redmond and Cache Creek Drive – (1) Help direct turn for mushers

Upper Cache Creek Drive entering Love Ridge – (1) Help direct mushers

Love Ridge Area – (1) – Help direct mushers when necessary

Snow King Hotel Area – (1)

S. Willow and E. Snow King Ave – (1)

Finish Line - (1)

Snow King Parking Lot - (4) Help mushers get to trucks, facilitate traffic, no entry for cars without parking passes

Coordinate the vehicle and foot traffic in the area to facilitate the sled dog support teams picking up dog teams and leaving the area.

PSSSDR TRAFFIC VOLUNTEER INFO: Friday, January 25th, 2019

Officers will be at their assigned post at 4:30pm in preparation for the race to begin. At this time we have promised 25+ volunteers to assist with the traffic control. Officers may be placed around the volunteers to insure safety of all participants and volunteers. An officer and race secretary will meet all volunteers at the corner of Broadway and Center at **5:30 pm** to take the time to meet and introduce themselves to the volunteers and confirm road assignments. Each volunteer receives one free dinner ticket at this time. Community Foundation volunteer disperses orange vests.

VOLUNTEERS: BRING FLASH LIGHT

Deloney Parking Lot – Friday, Jan 25th from 9:00am-1:30pm. These volunteer will need to be present at the Staging Lot area at the Deloney Parking Lot.

Musher Check In (check in mushers, direct parking, floater) (1) -
Chipping (writing numbers for vets) (2) -

Deloney and N. King - (1) Direct Mushers to Center St

Center and Deloney- Coordinate the closure and facilitate the movement of teams from the staging area to the start line utilizing the route.

Town Square – (2) Direct teams through Town Square to Start

Cache and Broadway – (1) Direct Traffic as needed and advise other officers of in bringing racers to START line.

The remaining traffic areas direct traffic around the race course and facilitate traffic before and as needed during the race. Direct traffic to allow for movement and facilitate race:

Broadway and S. King (1)

Broadway and Willow (1)

Broadway and S. Jean (1)

Broadway and Gros Ventre – (1)

Broadway and No Name – (1)

Broadway and Stormy Circle – (1)



TOWN SQUARE

START

EAST BROADWAY

REDMOND

STREET

DOG SLED RACE ROUTE

SOUTH
CACHE
CREEK
DRIVE

SNOW KING
RESORT

SNOW KING AVENUE

FINISH

CACHE CREEK DRIVE

**The 2019
Pedigree
Stage Stop Sled Dog Race
will take place
Friday, January 25, 2019**

- St. Johns Hospital routes will be affected for this exciting event. Please see the map on the reverse side of this notice.
- Crews will begin building the course early the morning of the race. IPSSSDR requests to plan accordingly for your traffic detours during this event.
- *On race day, driveway and street accesses may be hampered by snow used for the course.*
- If you have questions about this event, the course, or snow grading, please call 307-640-5359.

**We greatly apologize for the inconvenience and
"Thank You" for your understanding.**

Application for Fireworks

Name

Pedigree Stage Stop Race

Email Address

secretary@wyomingstagesstop.org

Address

P.O. Box 13443

City

Jackson

State

Wy

Zip Code

83002

Phone Number

307-640-5359

Fax Number

Event Name*

Pedigree Stage Stop Race

Event Date*

1/25/2019

Event Contact Person*

Dianna Lehn

Contact Person Cell Phone Number*

307-640-5359

Event Location*

Snow King Mountain

Number of People Attending*

3,000 for whole event

Event Details*

Ceremonial Start to Pedigree Stage Stop Race , Events ends at Snow King Mountain and fireworks are set off from there

Accept Terms and Conditions*

☒ I have read and understand the above terms and conditions

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Dianna Lehn



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

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

EVENT NAME:

Event Name: Pedigree Stage Step Race Physical Address of Event: JACKSON TOWN SQUARE

Description of Event:

Ceremonial start for the Pedigree Race

EVENT SPONSOR/APPLICANT:

Name: Pedigree Stage Step Race Phone: 307-640-5359
Mailing Address: PO BOX 13443 JACKSON ZIP: 83002
E-mail: Secretary@wyomingstagestep.org Non-Profit: ☒ For Profit: ☐

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

Business/Description: <u>See Attached</u>	Business/Description: <u>See Attached</u>
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: <u>See Attached</u>	Business/Description: <u>See Attached</u>
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

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

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

Signature of Authorized Event Applicant
Dianna Gehn
Applicant Name Printed

Date 10-22-10
Assistant Race Director
Title

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Provide one electronic copy (via email or thumb drive), and one hard copy of the submittal packet. Have you attached the following?

- _____ **Application Fees.** See the currently adopted Fee Schedule in the Administrative Manual for more information.
- _____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- _____ **Proposed Signs.** Please provide the information requested for each sign.
- _____ **Required Drawings.** Please provide the following drawings as part of your application.
- _____ A site plan, drawn to a recognized engineering scale, which depicts the property boundaries, building footprints, access and circulation, and the location of each proposed sign and any existing signs that will remain.
- _____ Description of the dimensions, colors, materials and types of any existing signs that will remain.
- _____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
- _____ Installation specifications, and any structural details or specifications required for freestanding signs.
- _____ Specifications for proposed lighting.

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

SIGN 1		SIGN 2	
Type:	_____	Type:	_____
Dimensions:	_____	Dimensions:	_____
Area (square feet):	_____	Area (square feet):	_____
Height:	_____	Height:	_____
Clearance:	_____	Clearance:	_____
Setback property line:	_____	Setback property line:	_____
Sign color:	_____	Sign color:	_____
Sign material:	_____	Sign material:	_____
Lighting proposed:	_____	Lighting proposed:	_____

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

Signature of Owner or Authorized Applicant/Agent _____
 Name Printed Dianna Lehn

Date _____
 Title Asst. Dir.

Jackson – Banner, Tent, Sign, Location & Sizes

Albertsons	4' X 30'	1/15/2019 – 1/30/2019
Smiths	4' X 30'	1/15/2019 – 1/30/2019
Bank of Jackson Hole	4 X 8'	1/15/2019 – 1/30/2019
Shirt Off My Back	4 X 8'	1/15/2019 – 1/30/2019
Street Pole Banners	3' X 26'	1/25/2019 - 1/30/2019
Light Pole Banners	23" X 46"	2 weeks prior to 1/25/2018
Sled Banners	24' X 36"	Triangular displayed on private business 2 weeks prior to race

Sponsor Banners displayed on Snow Fence day of race
1/26/2017 3'X 6' and 2'X 6'

Stage Tent corner of Broadway and Center near bleachers

10' X 20' Tent for Pedigree giveaways on Broadway near Start

20' X 30' Tent for Sweet Cheeks Catering. Food Vendor on the Square

Additional Banners	1/15/2018 – 1/30/2018
Kmart	4' X 8'
Wort Hotel	2' X 6'
Snow King Hotel	3' X 26"
Snow King Event Center	4' X 8'
Stage Stop	4' X 8'



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018
MEETING DATE: December 3, 2018

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

SUBJECT: Special Event: Jackson Hole Professional Bull Riders (Jackson Hole PBR)

BACKGROUND/ALTERNATIVES:

The applicant, Josh Timon with Outlaw Partners LLC, requests permission for overnight camping at the fairgrounds, amplified sound during a Professional Bull Riders (event), and a malt beverage permit during the event being held at the Teton County Rodeo Grounds. The event is scheduled for Monday, July 15 and Tuesday, July 16, 2019 and has been approved by the TC Fair Board.

This event would include amplified sound (pre-recorded music and announcers) during the event. The applicant has indicated that the event would conclude by 10:00pm on both nights.

The applicant requests the following from the Town for the event:

- Permission from Council for amplified sound associated with the event.
- An expo license which will be submitted for vendor sales.
- A malt beverage permit for the sale of beer at the Rodeo Grounds from 3:00 P.M. to 10:00 P.M., on Monday, July 15 and Tuesday, July 16, 2019.
- Permission from Council for overnight RV camping for event participants arriving Sunday, July 14 and departing Wednesday, July 17, 2019.

This request for overnight camping begins on Sunday, July 14, 2019 and runs to Wednesday, July 17, 2019. Camping would occur on Sunday, Monday and Tuesday nights. Participants and family members will be camping in RV/living quarter type trailers. The Fair Board has approved this use. The applicant has indicated that no more than 10 RV units would be camping overnight.

Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.

This event was approved last year. One significant change from last year's request is that this year the applicant is requesting to host the event for two nights. Last year the event was approved for one night.

Last year this event did receive noise complaints from neighborhood residents. The applicant has been made aware that this was a concern. He has indicated that they would make the necessary efforts to reduce the noise complaints by lowering the volume of the amplified sound and repositioning the speakers. The applicant indicated that they would work with the Police Department in an effort to monitor noise levels.

The applicant has indicated that they will be sponsoring the Jackson Hole Historical Society and Museum again this year with a percentage of sales, proceeds from a 50/50 raffle as well as parking collections. Last year the PBR contributed \$18,000 to the Jackson Hole Historical Society and Museum. The organizer has indicated that they are looking at additional local non-profits in addition to the JH Historical Society.

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

ATTACHMENTS:

Application

FISCAL IMPACT:

None.

STAFF IMPACT:

None.

LEGAL REVIEW:

N/A

RECOMMENDATION:

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

1. The applicant shall clean up after the event.
2. The applicant shall coordinate its activities with the Teton County Fair Board.
3. Banners are not permitted unless approved under a separate Sign Permit Application to the Planning and Building Department.
4. There shall be open access to tennis and field areas at all times.
5. All overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the PBR event.
6. There shall be no campfires or open fires during the event.
7. A clear and unobstructed width of 20 feet shall be maintained between rows of parked trailers to allow for emergency vehicle access (IFC 503.2.1).
8. No excessive noise in the overnight parking / camping area after 11:00 P.M.
9. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
10. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
11. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
12. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off the authorized premises.
13. Alcoholic beverages shall be sold in 16 oz. or smaller plastic cups.

14. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
15. Beer sales shall cease by 10:00pm.
16. Individuals serving beer will have TIPS training.
17. Beer servers will not overserve individuals or serve to obviously intoxicated individuals.
18. Police will be notified immediately with any attempt by a minor to purchase alcohol.
19. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
20. Any other conditions or restrictions staff wishes to add upon further review of the application.

SUGGESTED MOTION:

I move to approve the 2019 Jackson Hole PBR special event request from Josh Timon with Outlaw Partners LLC, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



Date Application Received

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

APPLICANT INFORMATION

Name of Event: Jackson Hole PBR

Name of Organization: Outlaw Partners, LLC , DBA - Outlaw Events

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

Mailing Address: 11 Lone Peak Dr. Unit 104

City: Big Sky State: MT Zip Code: 59716

Name of Person Completing Application: Josh Timon

Email Address: Josh@theoutlawpartners.com

Work Phone: 406-995-2055 Cell Phone: 303-638-4564

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Professional Bull Riding event

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

Professional Bull Riders (approx 40 riders) will compete on bulls for points and cash

Location of Event: Teton County Rodeo Arena Alternative Location: NA

Date(s) of Event: 7/15-16/18 Event Operating Hours: 5:00 P.M. - 10 P.M.

Event Set Up Begins Date: 7/14/18 Time: 8:00 A.M.

Event Clean Up Ends Date: 7/17/18 Time: 12: 00 P.M.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2500 Total Event: 5000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): Discussing options with Community Foundation of Jackson Hole

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

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

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

Name: Ersin Ozer Cell Phone: 406-451-4073

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Race Lead Vehicle

☐ Towing / Ticketing

☐ Mounted Horse Patrol

☐ Parade Lead Vehicle

☐ Assistance with
Parking Closures

☐ Traffic Control

☐ General Presence

☐ Assistance with
Street Closures

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request: _____

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

We will be renting the grassy area at the Fair Grounds so irrigation locates will be needed, a large tent will be used

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times: Start Time: 10:00 A.M. Finish Time: 10:00 P.M.

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

☐ No

Will you be offering any alcoholic beverages besides beer?

☒ Yes

☐ No

If "Yes", what will be offered in addition to beer? mixed drinks/wine

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event: Food/beverages/Jackson Hole PBR gear

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

If "Yes", which company will you be using? Teton Trash Removal

How many trash receptacles will be supplied for your event? 10

When will the trash receptacles be delivered? already on site

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

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

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

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

Special Event Application

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☒ Yes

☐ No

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

How many recycling receptacles will they (or you) supply for your event? 10

When will these recycling receptacles be delivered? on site

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

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

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

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

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

Special Event Application

TOWN IMPACT SURVEY

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

- 2500 Estimated total number of participants and/or spectators at the special event. If the event is reoccurring - taking place multiple days over the course of a season - please indicate the total estimated number from all events combined over the course of the season.
- 70% Estimated percentage of Jackson resident participants and/or spectators at the special event.
- 20% Estimated percentage of local area participants and/or spectators at the event. This would include participants and spectators from Victor, Alpine, Driggs and the other areas surrounding Jackson that would not require an overnight stay in Jackson.
- 10% Estimated percentage of out-of-town participants and/or spectators at the special event.

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

☒ Yes

☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____
Signature

APPLICANT: Josh Timon
Printed Name

DATE: 10/31/18

TITLE: VP Business Development

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times: Start Time: 10:00 A.M. Finish Time: 10:00 P.M.

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

☐ No

Will you be offering any alcoholic beverages besides beer?

☒ Yes

☐ No

If "Yes", what will be offered in addition to beer? mixed drinks/wine

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event: Food/beverages/Jackson Hole PBR gear

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

If "Yes", which company will you be using? Teton Trash Removal

How many trash receptacles will be supplied for your event? 10

When will the trash receptacles be delivered? already on site

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

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

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

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

Special Event Application

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☒ Yes

☐ No

If "Yes" which company will you be using?

ISWR (Integrated Solid Waste & Recycling)

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

10

When will these recycling receptacles be delivered?

on site

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

NA

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

We will be hiring TM Commercial Cleaning who was recommended by Fair Grounds

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

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

Special Event Application

TOWN IMPACT SURVEY

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

2500

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

70%

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

20%

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

10%

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

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

☒ Yes

☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: JST

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____
Signature

APPLICANT: Josh Timon
Printed Name

DATE: 10/31/18

TITLE: VP Business Development



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018

MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Carl Pelletier, Special Events Coordinator

SUBJECT: Winter Wonderland – Town Square Skating Rink

PURPOSE STATEMENT

The Town Council approves requests for use of George Washington Memorial Park, use of Town equipment, and services of Town personnel.

BACKGROUND/ALTERNATIVES

Grand Teton Skating Association (GTSA), a local non-profit, is requesting Council permission to install an outdoor public skating rink in George Washington Memorial Park again this winter. The applicant anticipates installing the skating rink in mid-December 2018 (depending on the weather) and opening for operation in late December. The applicant understands that they will not be able to move into the Stage Stop Building until after the Chamber of Commerce finishes their “Santa on Town Square” special event. The applicant will need to work with the Chamber of Commerce on a definitive move in date. The applicant is requesting to begin skating operations on Friday, December 20, 2018.

The applicant will charge \$5 for skate rentals for locals and \$10 for skate rentals for visitors. The applicant has indicated that GTSA would be offering free “Learn to Skate” programs again this year on Saturdays or Sundays. Last year over 100 people participated in these learn to skate programs. The applicant also offered a free community viewing of the ice performance of Peter and the Wolf.

The applicant plans on ceasing operations of the skating rink on or before March 17, 2019 (depending on the weather) and removing the skating rink prior to Easter. In years past there has been concern of having the ice rink removed before Easter in preparation for the Town Square Easter Egg Hunt. This upcoming year, Easter falls on Sunday, April 21. If approved, staff recommends a condition of operation should include that the applicant must have ice removed with ample time for Parks and Recreation to prepare the turf for the annual Easter Egg Hunt on the Town Square.

A significant change from previous years is that the applicant is requesting to begin operation on December 20th - prior to the Chamber of Commerce moving out of the Stage Stop building for their use with Santa on the Square. The applicant understands that the use of the Stage Stop building will not be available until after the Chamber of Commerce concludes their event. The Chamber of Commerce is requesting the use of a 10’ by 20’ warming tent this year in the George Washington Memorial Park. If approved, the Chamber of Commerce is open to the idea of GTSA utilizing a portion of the tent to rent out skates until the Stage Stop building becomes available.

Additional requests include:

- Council permission to rent ice skates and sell hot chocolate and stocking caps from the Stage Stop Building on holidays and weekends (from approximately noon to 9:00 P.M.), and Tuesdays through Fridays (from approximately 4:00 P.M. to 9:00 P.M.). All sales directly benefit the applicant which is a local non-profit. These are the same dates that were approved last year. The public can skate on the rink on any day; however, the Stage Stop building will only be open for rentals on operating days.
- If the Town Council approves the Chamber of Commerce's request to utilize a warming tent in the Town Square then GTSA requests permission to rent ice skates and sell hot chocolate beginning on December 20, 2018 until they can move into the Stage Stop building upon the conclusion of Santa on the Town Square.
- Council permission to play amplified music of varying genres from approximately 5:00 P.M. to 9:00 P.M. on Tuesdays, Wednesdays, Thursdays and Fridays and from approximately noon to 9:00 P.M. Saturdays, Sundays, and holidays.
- Council permission for access to water to form the skating rink, two-hundred (200) feet of fire hose, a nozzle, a hydrant fitting, and wrench. Depending on the time of day, Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice.
- Access to electricity in the park.
- Council permission to display up to four onsite banners. One of these banners (3 feet by 6 feet) will remain on the outside of the Stage Stop building for the duration of the operation of the ice rink identifying this as "Winter Wonderland". This banner has been approved in years past.

The other two smaller banners have been requested to be displayed on the Plexiglas over the winter season. These two smaller banners would be different each week. These two smaller banners would recognize local sponsors. The sizes of these two smaller banners will vary from week to week, but their size would not exceed 3 feet by 5 feet. These two smaller banners would be placed facing inwards on the Plexiglas which surrounds the ice rink. Each week, two new banners would be placed on the Plexiglas during the hours of operation. These banners would be on display only during operating hours. These banners were approved the last two years.

A final banner request is a 3 foot by 5 foot banner with skate rental information to be hung on the back side of the Stage Stop Building (facing inwards towards the interior of the Town Square). If approved, the staff would request that this banner only be displayed during operating hours. This has been approved for the past three years.

- Similar to last year, the applicant has requested permission to remove a segment of the fence from George Washington Memorial Park just off of the Stage Stop Building ramp so that patrons with rented ice skates on can access the skating rink more efficiently. The applicant also requests permission to install an accessible ramp. Several years ago Public Works constructed a ramp for the applicant. The applicant indicated that this ramp worked well for their needs.
- Snow Removal on the ice surface when snow accumulation is four inches (4") or more. This snow removal is to be provided once the Teton County/Jackson Parks and Recreation Department has completed its regular sidewalk plowing routes, and as needed. This is the same request as last year.

As in past years, the applicant will continue the following practices:

- The applicant will install Plexiglas walls and an overlapping barrier on the ground and under the ice to mitigate any safety concerns and to block water from overflowing onto the boardwalks in the park.
- If bales of hay are used on the ice rink then the applicant will place a buffer material between the bales of hay and the ground so that they can be easily removed in the spring.
- Parks and Recreation will relocate the recycling cans near the skating rink as deemed necessary.

- Staff has recommended that the use of construction fencing and tape should not be permitted.
- The applicant will cover any and all jagged edges from the posts along the sides of the rink.

Additional considerations:

The Chamber of Commerce has indicated that they will allow the applicant to utilize the Stage Stop Building for skate rentals and hot chocolate sales subject to review of liability insurance. However, in the past, the Chamber of Commerce has explored the idea of providing stagecoach rides during the winter. If stagecoach rides are offered, the applicant would need to coordinate use of the Stage Stop Building so that the stagecoach concessionaire is also able to operate. Staff recommends this be addressed in the agreement between the applicant and the Chamber of Commerce.

Also, the Chamber of Commerce has indicated that they will be utilizing the Stage Stop Building for “Santa on the Town Square.” Following this event the Chamber of Commerce has agreed to allow the use of the Stage Stop Building for Winter Wonderland. The applicant will work with the Chamber of Commerce on an exact move in date.

Staff concerns:

In the past the staff has raised concerns of the event potentially having an adverse effect on electrical in the Town Square; however, mitigation efforts were made three years ago and the Parks and Recreation Department indicated that there were not electrical issues since these mitigation efforts.

Staff recommends that, if approved, the applicant take additional measures to ensure that any ice build-up on surrounding boardwalks, sidewalks and crosswalks be mitigated during the installation process of creating the rink. Last year this concern was brought to the attention of staff.

If the Town Council determines that the Town Square is an appropriate venue for the Winter Wonderland ice skating rink, then staff will continue to diligently work with the applicant to ensure that the project moves forward as best as possible.

ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

An outdoor rink and festive atmosphere is aligned with Town as Heart.

ATTACHMENTS

Application

Memorandum of Understanding Draft

FISCAL IMPACT

Fiscal Impact is estimated at \$2,200 for to provide snow removal. Other potential financial impacts may be involved with any unforeseen complications encountered during the winter season this may include, but is not limited to, electrical system repair, turf replacement, and irrigation work.

STAFF IMPACT

Parks and Recreation services to provide access from the Stage Stop Building, clear the ice of snow as needed, relocate the recycling containers, and provide access to electricity; Fire Department/Public Works services to assist with providing water to construct the skating rink. Other potential staff impacts may be involved with any unforeseen complications encountered during the winter season this may include, but is not limited to, electrical system repair, turf replacement, and irrigation work.

LEGAL REVIEW

The Town Attorney has been recently provided with an updated MOU for the 2018/19 season. The Town Attorney will need to review and make necessary changes to update the Memorandum of Understanding.

RECOMMENDATION

Should Council wish to approve the request, staff recommends that approval be subject to the execution of the attached Memorandum of Understanding which outlines terms of use.

SUGGESTED MOTION

I move to approve the application made by Grand Teton Skating Association for the Winter Wonderland Special Event, subject to the conditions listed in the staff report and further approve the Memorandum of Understanding attached to the staff report subject to approval by the Town Attorney including any minor changes approved by the Town Attorney, and authorize the Mayor to execute the agreement.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: JH Winter Wonderland

Name of Organization: The Grand Teton Skating Association

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

Mailing Address: P.O. Box 1370

City: JACKSON State: WY Zip Code: 83001

Name of Person Completing Application: AKOP Manoukian

Email Address: AKOPM@AOL.COM

Work Phone: 307-733-0066 Cell Phone: 301-231-3875

EVENT INFORMATION

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

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

Location of Event: West side of town Square Alternative Location: n/a

Date(s) of Event: Dec 20 - early March 2018-19 Event Operating Hours: T-F 4-9 Sa-Su 12-9

Event Set Up Begins Date: Dec 10 Time: night time ice building

Event Clean Up Ends Date: March 15 Time: day time removal

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 25-50 Total Event: 2000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): Community Foundation (CBFR) & various Local Businesses
All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

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

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

Name: Olga Pastukhova Cell Phone: 307-690-7345

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☒ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

<u>N/a</u> Large Street Barricades	<u>N/a</u> "Road Closed" Street Signs
<u>N/a</u> Small Sidewalk Barricades	<u>N/a</u> "Local Traffic Only" Street Signs
<u>N/a</u> 28 Inch Street Cones	<u>N/a</u> "Detour" Street Signs
<u>N/a</u> Candlestick Cones	<u>N/a</u> 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

- ☐ Street Sweeping ☒ Snow Removal ☐ Street Marking

Please describe in detail your request: _____

PARKS AND RECREATION DEPARTMENT (307) 732-5753

- ☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.
- ☒ Electricity Access
- ☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.
- ☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

- ☐ Foot Patrol ☐ Ambulance ☐ Fire Engine
- ☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times: Start Time: 4:00 PM Finish Time: 9:00 PM

Will your event feature any musical entertainment?

☐ Yes

☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☒ Yes

☐ No

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

☒ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☐ Yes

☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

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

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event: _____

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes ☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH2O Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: A.M.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: A.M.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: A.M.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: A.M.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: A.M.

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: [Signature]
Signature

APPLICANT: AKOP MANOUKIAN
Printed Name

DATE: 11/02/18

TITLE: Executive Director

**MEMORANDUM OF UNDERSTANDING BETWEEN SK8 JH, INC.
AND TOWN OF JACKSON, WYOMING**

- 1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Sk8 Jh, Inc., a Wyoming non-profit corporation d/b/a Grand Teton Skating Association, whose address is P.O. Box 1370, Jackson, WY 83001 (“GTSA”), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 (“Town”).
- 2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Town grants GTSA the right to use open space located on Town-owned property within a portion of the Town Square as depicted in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as “Property”), for installation of an outdoor skating rink for the use and benefit of the general public during the term of this MOU.
- 3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to the MOU and shall remain in full force and effect until March 17, 2019. This MOU may be terminated by either party upon written notice if the below conditions are not met, which notice shall be delivered by hand or by certified mail to the address listed above.
- 4. Payment.** No payment shall be made to either party by the other party as a result of this MOU.
- 5. Responsibilities of the Town.** The Town commits to provide GTSA with:
 - A. The exclusive use of the Property from 12:00 pm until 9:00 pm on weekends and holidays, and from 4:00 pm until 9:00 pm on Tuesdays, Wednesdays, Thursdays and Fridays for the term of this MOU, subject to the responsibilities of GTSA as set forth herein. During non-operating hours, the Town Council may approve of other uses on the Town Square, including the Property, and may give permission for other events or groups to use the ice rink;
 - B. Snow removal from the ice surface when snow accumulation is four inches (4”) or more, to be provided after the Teton County/Jackson Parks and Recreation Department completes its regular sidewalk plowing responsibilities, if needed;
 - C. Two-hundred (200) feet of fire hose, a nozzle, a hydrant fitting and wrench. Depending on the time of day, Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice;
 - D. Relocation of recycling receptacles near the skating rink; and

- E. Removal of a segment of fence along George Washington Memorial Park and installation of an ADA accessible ramp to provide access through the park from the Stage Stop Building to the skating rink as Town staff deems appropriate.

6. Responsibilities of the GTSA. GTSA understands, covenants, and agrees that:

- A. Other than the responsibilities of the Town as set forth above, GTSA is solely responsible for the rink installation, ice manufacture, ice, and ice rink maintenance and management, all ice rink operations including, but not limited to, lights, light figures, sculptures, music, heaters, hot beverages, advertising, skate rentals, and the sound system;
- B. GTSA is solely responsible for securing the ice rink during operating and non-operating hours, including appropriate temporary fencing and/or barriers for the ice rink and any other structures associated with the ice rink on the Property;
- C. GTSA shall staff the Property and maintain operating hours necessary to support user group requirements and meet Town requirements for dependable public skating time;
- D. GTSA shall keep the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety;
- E. Other than the structures presented and approved by the Town Council on August 7, 2017 and as set forth herein, GTSA will not alter the Property without first obtaining the express written consent of the Town;
- F. GTSA must have all ice removed prior to April 1, 2019 and return the site to pre-event conditions in order to accommodate the Easter Egg Hunt on the Town Square on April 21, 2019;
- G. GTSA will enter into an agreement with the Chamber of Commerce concerning the use of the Stage Stop Building;
- H. GTSA will give the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property;
- I. GTSA will only permit employees, agents, servants, and business invitees to remain in or loiter upon the Property;
- J. GTSA will comply with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to GTSA and/or its use of the Property;

- K. GTSA will comply with all reasonable rules and regulations that may be established, from time to time, by the Town;
- L. GTSA will completely close the outdoor skating rink to patrons thirty (30) minutes prior to the commencement of the International Pedigree Stage Stop Sled Dog Race Special Event. The outdoor skating rink will be allowed to reopen after the last sled dog team exits the starting gate on the date of the event;
- M. GTSA will not utilize construction fencing or tape;
- N. GTSA will tape and/or secure all power and sound cords that cross walkways to avoid creating a tripping hazard;
- O. GTSA is responsible for installing, maintaining, and removing the Plexiglass walls as depicted in Exhibit A attached hereto;
- P. GTSA will place a buffer material approved by the Parks and Recreation Department between any bales of hay and the ground;
- Q. GTSA is responsible for maintaining a clear path through George Washington Memorial Park to the skating rink, if park access is available as described in Paragraph 5.E.;
- R. GTSA is responsible for working with the Parks and Recreation Department to raise the western edge of the ice rink, thereby leveling the ice rink. Pallets and/or fill dirt will not be used to raise the western edge of the skating rink; and
- S. GTSA is responsible for playing music during the ice rink hours of operation and this music shall be kept at a low volume in compliance with the Town of Jackson Noise Ordinance.

7. Use of the Property.

- A. The Town has the authority to prohibit parking that interferes with the safe and appropriate use of the Property and retains the right to sign and enforce parking regulations for public safety, access, and appropriate use. The GTSA is required to direct and control all public parking to conform to the regulations and requirements of the Town;
- B. Events involving the use, handling, mixing, or liberation of combustible/flammable liquids, vapors, gases, fireworks, explosive materials, or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous Use are expressly prohibited. GTSA will only use the Property for purposes not prohibited by the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, the County of Teton, and the Town of Jackson; and

C. GTSA shall not sell or allow the sales of any alcoholic beverages on the Property.

8. Acceptance of the Property. GTSA has inspected the Property and accepts the same in “as is” condition. GTSA agrees to be responsible for routine maintenance and repairs on the Property. GTSA shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal, or quasi-governmental authority. If the Town determines, in its sole discretion, that the Property is not being properly maintained in accordance with this paragraph, it shall give notice to GTSA in writing to repair and/or maintain the Property. The GTSA shall have forty-eight (48) hours in which to correct any minor deficiencies and thirty (30) days for larger repairs which are the responsibility of GTSA under this MOU. If the repairs and maintenance duties of GTSA as described herein are not performed to the Town’s satisfaction within the required time period, the Town may employ another person or entity to repair and/or maintain all or any part of the Property and GTSA 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. GTSA shall permit the Town, or its representative, to inspect at any time the Property and to make improvements to the Property as the Town may now or hereafter deem necessary and/or appropriate for the Property. All such improvements will be done, so far as practicable, to avoid interference with GTSA’s occupancy and use of the Property. GTSA is not entitled to compensation for unavoidable interference with its occupancy and use.

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

10. Insurance. GTSA must, at GTSA’s expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the due date. The policy or policies must be 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 must name the Town including its Officers, Officials, Employees, and Volunteers as an additional insured, state that coverage is primary and non-contributory, and cover all risks incident to GTSA’s use of the Property and business in connection therewith.

GTSA shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by GTSA with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this MOU, and copies of all insurance policies obtained at any time thereafter during the term of this MOU. 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 MOU except after fifteen (15) days written notice thereof to the Town.

- 11. Assignment by GTSA.** GTSA shall not otherwise have the right to assign or permit the use of any part of the Property unless GTSA first obtains the Town's written consent. GTSA shall not assign or create a security interest in, pledge, or encumber this Agreement or Property in whole or in part, unless GTSA first obtains the Town's written consent. In the event of any such assignment, subletting, licensing, or granting of a concession, GTSA shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.
- 12. Signs.** GTSA shall have the right to erect and maintain signs or banners in, on, or about the Property provided that same shall comply with the conditions of Town Council approvals, as well as governing laws, regulations, covenants, and ordinances of the United States, State of Wyoming, County of Teton and/or the Town of Jackson.
- 13. Indemnification.** GTSA shall indemnify the Town 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, about, or arising out of the Property or the occupancy or use of the Property by GTSA or its agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of GTSA, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, or employees, etc.
- 14. 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 MOU, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
- 15. Non-Assignment.** GTSA shall not assign, mortgage, hypothecate, or otherwise encumber this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the GTSA without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the GTSA from the requirement that it obtain the Town's written consent for any further assignment(s).
- 16. Town's Access.** The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain GTSA's compliance with the terms and conditions of this MOU, (b) in order to make repairs, additions, or alterations as the Town deems necessary, or (c) for any other reasonable purposes.
- 17. Notices.** Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

GTSA: Sk8 Jh, Inc.
P.O. Box 1370
Jackson, WY 83001

TOWN: Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
ATTN: Town Manager

18. Amendment or Modification. GTSA 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 MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.

19. General Provisions.

- A. **No Partnership.** No partnership or joint venture is created by this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of eight pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Town does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to

seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. **Signatures.** In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this document.

Town of Jackson, Wyoming

Pete Muldoon
Mayor
Date _____

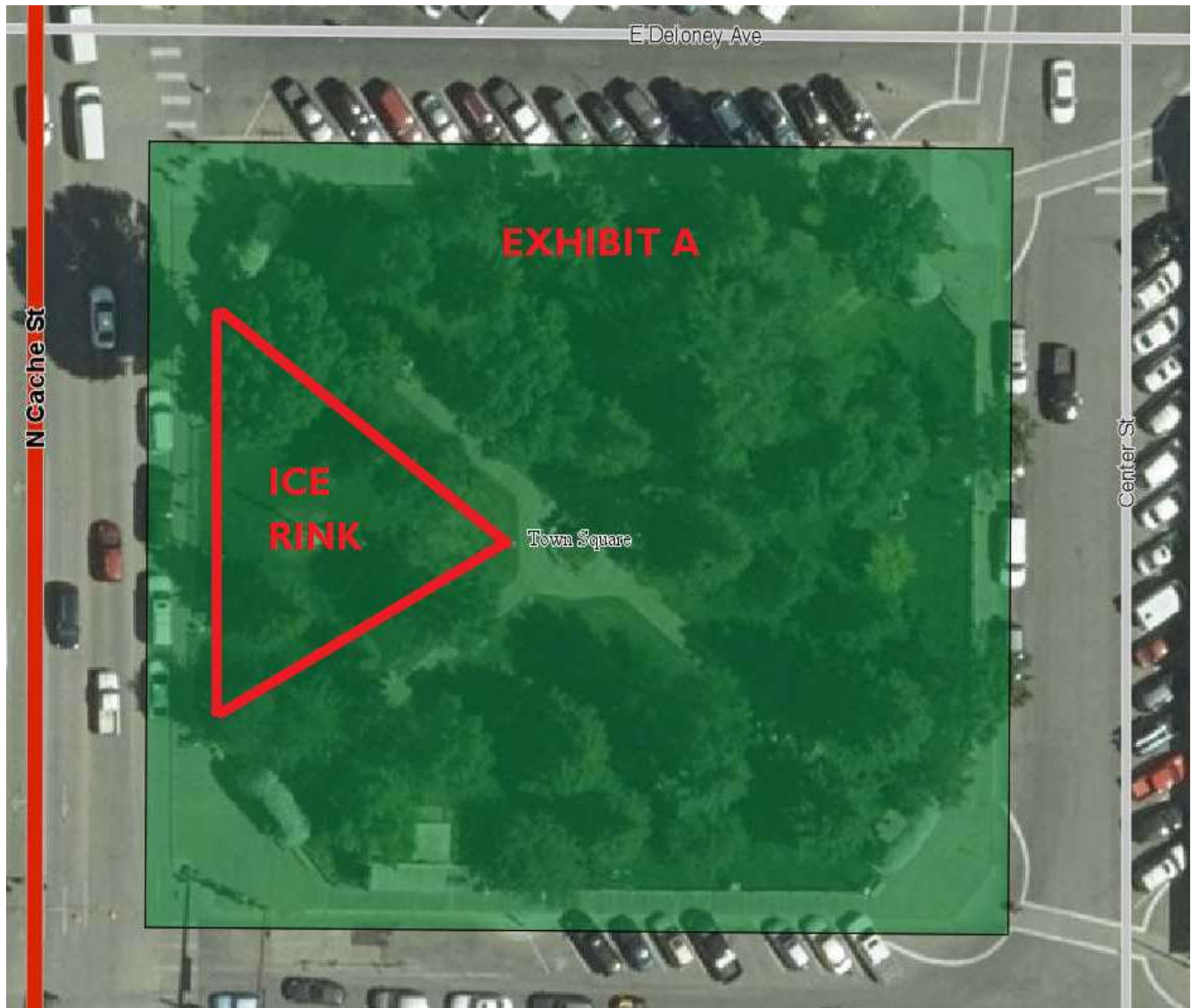
Attest:

Sandy Birdyshaw
Town Clerk
Date _____

Sk8 Jh, Inc. d/b/a Grand Teton Skating Association

By:
Its: _____
Date _____

EXHIBIT A





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018

MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Carl Pelletier

SUBJECT: Special Event: Santa on the Square

PURPOSE/STATEMENT:

The Town Council approves the use of the Town Square for special events.

BACKGROUND/ALTERNATIVES:

The Jackson Hole Chamber of Commerce requests approval to host the annual Santa on the Square special event at the Stage Stop Building on the Town Square. The event will run every day from December 15, 2018 through December 24, 2018 from 5:00 to 7:00 P.M. The applicant requests the following:

1. The use of the Stage Stop Building at the Town Square for Holiday visits with Santa.
2. Permission to display an A-frame sign from December 15 – December 24, 2018 per the attached sign permit application. Current regulations allow A-frame signs only on private property.
3. Permission to display a wooden cut out sign which reads “Santa” from December 15 – December 24, 2018 per the attached sign permit application.
4. Permission to place two temporary propane heaters on sidewalk adjacent to the Town Square between the hours of 5:00pm and 7:00pm from December 15 – December 24, 2018. A map of the proposed placement is included in this staff report.
5. Permission to place a 20’x 10’ tent inside of the Town Square next to the Stage Stop building during the dates of December 15 – December 24, 2018. This tent would remain up throughout this time frame. A map of the proposed placement is included in this staff report.

The application has been submitted to all Town departments for recommendation and comment. This event has been approved in the past.

This year the applicant is requesting the consideration of 2 new proposals for this special event that have not been approved by the Town Council in the past (items 4 and 5 listed above). The purpose of these two additions to the applicant’s request is to provide warm gathering and waiting areas for visitors attending this event. The size of the Stage Stop building limits then number of people that can be inside at any given time. In the past, visitors, including small children, have waited outside until there was room inside of the Stage Stop building.

Prior to submitting this application the applicant met with representatives from the following departments: Public Works, Parks and Recreation, Police, and Fire/EMS to discuss any logistical and safety concerns. The representatives from these departments were comfortable with the placement of the heaters and the tent that are depicted in the layout map including in this staff report.

ATTACHMENTS:

Application
Temporary Sign Permit
Layout Map

FISCAL IMPACT:

None.

STAFF IMPACT:

None.

LEGAL REVIEW:

N/A

RECOMMENDATION:

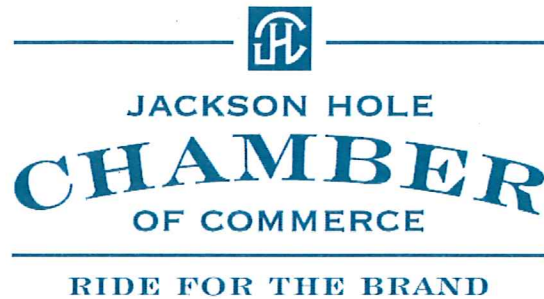
Staff recommends that council approve the use of the Stage Stop Building on the Town Square subject to the following conditions and restrictions:

1. The applicant shall immediately clean up every day after the event. All trash generated by the event shall be removed by the applicant from Town Square.
2. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
3. Only signs as described in the accompanying sign permit application are permitted.
4. Food service shall be coordinated with Teton County Public Health.
5. The applicant shall abide by guidelines set forth in a Town Square Holiday Display policy if applicable.
6. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
7. Tents which can hold over 50 or more occupants must provide this the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
8. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
9. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
10. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
11. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
12. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
13. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
14. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
15. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

16. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
17. No stakes shall be placed in George Washington Memorial Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
18. The applicant will abide by any additional conditions and restrictions as deemed by the Town Council.

SUGGESTED MOTION:

I move to approve the application of the Chamber of Commerce for the Santa on the Square events from December 15-December 24, 2018, subject to the conditions and restrictions listed in the staff report.



November 27, 2018

Mayor Pete Muldoon
Jackson Town Council
P.O. Box 1687
Jackson, Wyoming 83001

To the Honorable Mayor Muldoon and Jackson Town Council,

The Jackson Hole Chamber of Commerce would like to request the use of the Town Square Stage Stop Depot on Saturday December 15th, 2018 – Tuesday December 24th, 2018 for Santa on the Square. The following activities are planned to take place:

- 1) Set-up and decoration of Stage Stop Depot will begin on Saturday, December 15th involving a temporary sign out front of the Stage Stop. (Temporary sign permit attached)
- 2) We will have two propane heaters one the Town Square sidewalk in approved spots from 5:00-7:00 PM each night. They will be put away and stored properly each evening.
- 3) We will have a 20x10 tent inside Town Square next to the Stage Stop in a location that has been discussed and approved.
- 4) I have attached a sketch of the proposed tent and heaters location.

I will contact Parks & Rec. regarding the use of the Town Square and tent placement. On behalf of the Jackson Hole Chamber of Commerce, thank you for your consideration. We look forward to hearing from you regarding the confirmation of our request.

Sincerely,



Caitlin Colby
Special Events Manager

Special Event Application

Submit Completed Document To:

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



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

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

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

APPLICANT INFORMATION

Name of Event: Santa on the Square
Name of Organization: Jackson Hole Chamber of Commerce
Type of Organization: ☒ Non-Profit ☐ Public Agency ☐ For-Profit Business
Mailing Address: PO Box 550
City: Jackson State: WY Zip Code: 83001
Name of Person Completing Application: Caitlin Colby
Email Address: caitlin@jacksonholechamber.com
Work Phone: 307.201.2309 Cell Phone: 585.880.5701

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: Santa on the Square

Description & Purpose of Event (Attach additional sheets if necessary): Visit Santa
and enjoy cookies and hot cocoa

Location of Event: Town Square Alternative Location: N/A

Date(s) of Event: December 15-24, 2018 Event Operating Hours: 5:00 - 7:00 PM

Event Set Up Begins Date: _____ Time: 4:30 PM each day

Event Clean Up Ends Date: _____ Time: 7:15 PM each day

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 80-100
(Spectators and Participants)

Total Event: 1,000 approx

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

Will you be charging admission or a fee for your event?

☐ Yes ☒ No

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

Name: MO MURPHY Cell Phone: 541-908-5314

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☒ No

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

Will your event feature any musical entertainment?

☐ Yes

☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☐ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☐ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

N/A

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: ce

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: cc

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: Ce

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: CC

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: _____

ce

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Caitlin Colby
Signature

APPLICANT: Caitlin Colby
Printed Name

DATE: 11/15/2018

TITLE: Special Events
Manager



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

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

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

EVENT NAME:

Event Name: Santa on the Square Physical Address of Event: Town Square, Stage Stop
Description of Event: Santa visits with children +
enjoy hot cocoa and cookies

EVENT SPONSOR/APPLICANT:

Name: Jackson Hole Chamber of Commerce Phone: 307-201-2309
Mailing Address: PO Box 550 Jackson WY 83001 ZIP: 83001
E-mail: caithin@jacksonholechamber.com Non-Profit: ☒ For Profit: ☐

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

Business/Description: <u>Town Square Stage Stop</u>	Business/Description: _____
Physical Address: <u>Cather + Broadway</u>	Physical Address: _____
Dates of Display: <u>December 15-24, 2018</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

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

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

Caithi Colby
Signature of Authorized Event Applicant
CAITHIN COLBY
Applicant Name Printed

11/15/2018
Date
Special Events
Title
Manager

Temporary Signs

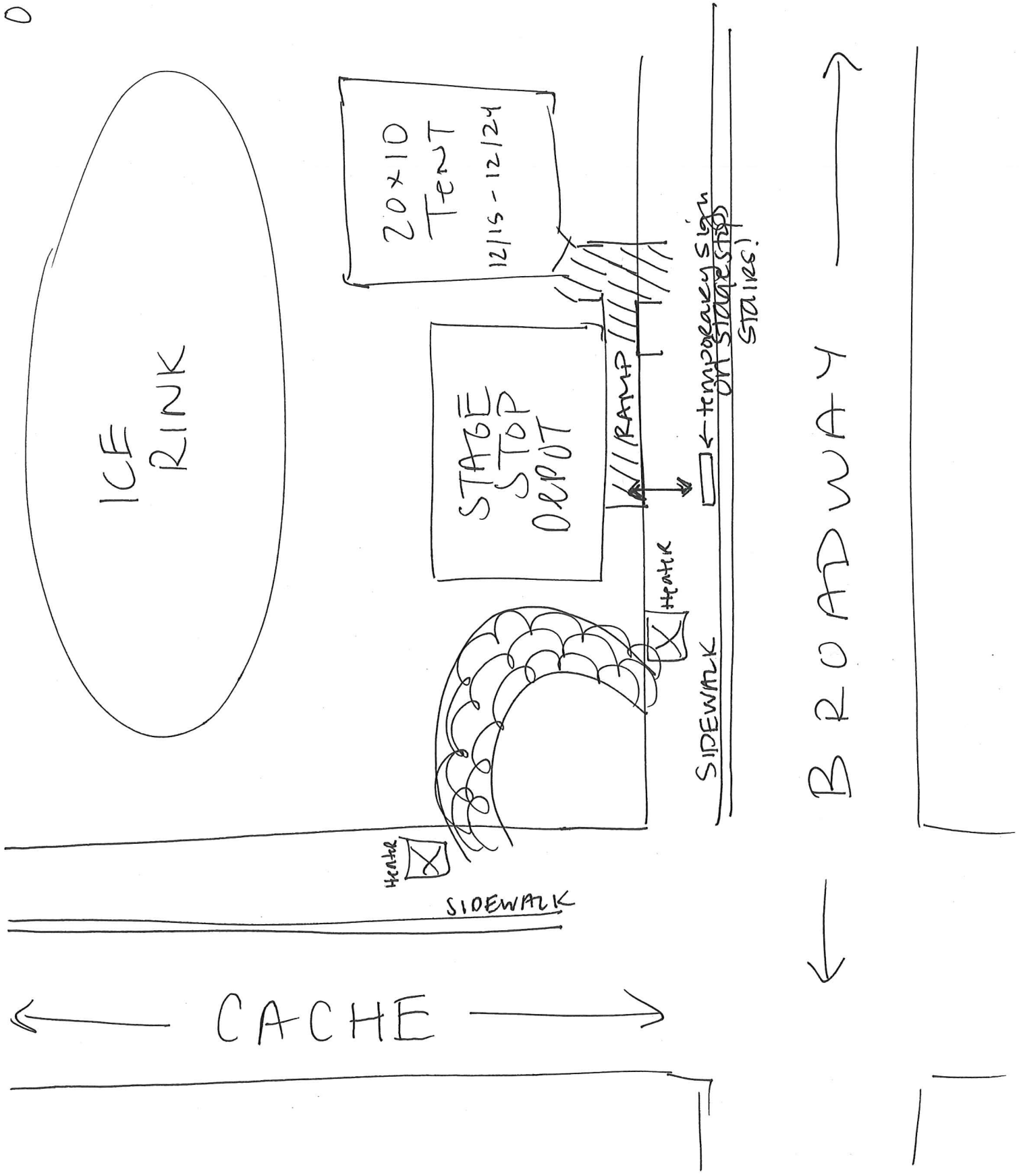
Event: Santa on the Town Square – December 15-24, 2018

Location: Town Square – Stage Coach Stop

Sign

Type: Wood A Frame
Dimensions: 4' x 4'
Total Square Feet: 16
Height: 4 Feet
Clearance: Set-up next to Stage Stop (A Frame)
Background Color: White
Background Material: Wood
Letter/Logo Color: Green and Red
Letter/Logo Material: Wood

2018 Santa
on the square





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 29, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

MEETING DATE: DECEMBER 3, 2018

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: THE PHOENIX AND THE DRAGON – SARINA SAKAI

SUBJECT: TEMPORARY SIGN PERMIT – Coming Soon – The Phoenix and The Dragon

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at 145 N. Glenwood Street during:

December 4, 2018 to December 18, 2018

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

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located at 145 N. Glenwood, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign for The Phoenix and The Dragon may be installed at 145 N. Glenwood Street during: December 4, 2018 to December 18, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with The Phoenix and The Dragon subject to three (3) conditions of approval.

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



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

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

EVENT NAME:

Event Name: Coming Soon Physical Address of Event: 145 N. Glenwood St.
Description of Event: Restaurant "coming soon" signage Jackson, WY 83001

EVENT SPONSOR/APPLICANT:

Name: Zarina Sakai Phone: 307.212.1245
Mailing Address: PO Box 10533 ZIP: 83002
E-mail: info@phoenixdragonjh.com Non-Profit: ☐ For Profit: ☒

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

Business/Description: <u>The Phoenix and the Dragon</u>	Business/Description: _____
Physical Address: <u>145 N. Glenwood St.</u> <u>Jackson WY 83001</u>	Physical Address: _____
Dates of Display: <u>For a 2wk period, as soon as</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐ <u>possible</u>	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

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

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

Signature of Authorized Event Applicant

Zarina Sakai

Applicant Name Printed

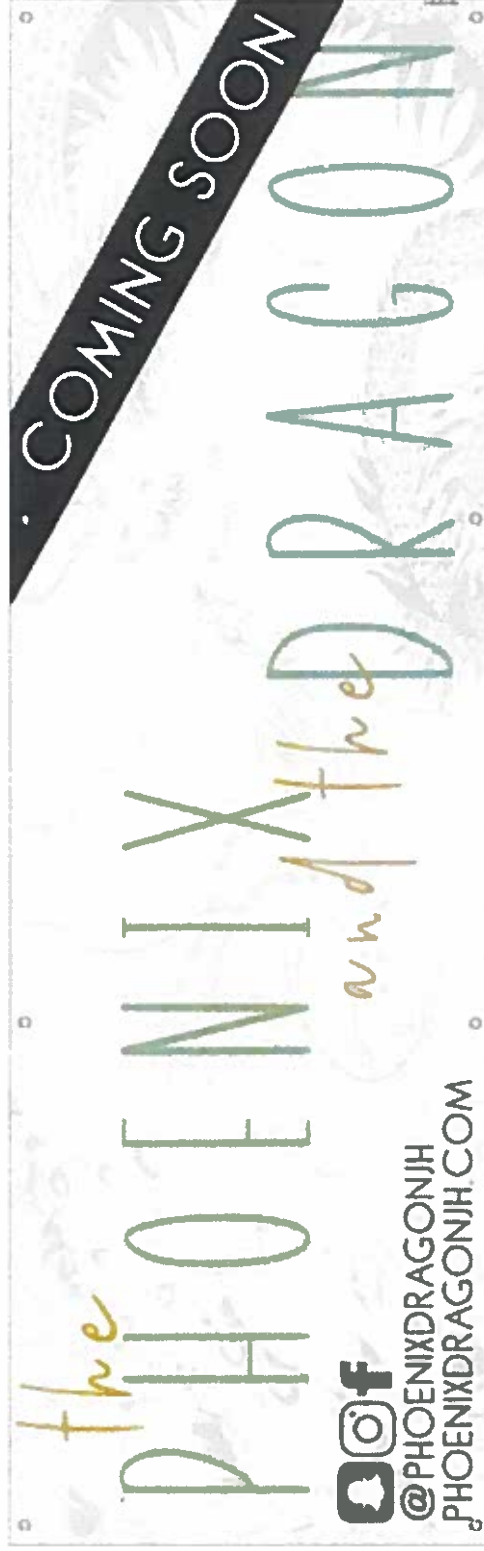
Date

11/20/18
Managing member

Title

Vinyl Banners - 2.5' x 8' - Outdoor - X Grommets

1





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 29, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

MEETING DATE: DECEMBER 3, 2018

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: JACKSON HOLE CLASSICAL ACADEMY – ELIZA TODD

SUBJECT: TEMPORARY SIGN PERMIT – Ceremony of Carols – Christmas Choir Event

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at 105 Buffalo Way, Albertsons, during:

December 9, 2018 to December 15, 2018

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

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located at 145 N. Glenwood, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign for The Phoenix and The Dragon may be installed at 145 N. Glenwood Street during: December 9, 2018 to December 15, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with the Jackson Hole Classical Academy subject to three (3) conditions of approval.

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

P18-335



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

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

EVENT NAME:

Event Name: Ceremony of Carols Physical Address of Event: 3255 W High School Rd.
Description of Event: Christmas Choir Event

EVENT SPONSOR/APPLICANT:

Name: Jackson Hole Classical Academy Phone: 307-201-5040
Mailing Address: PO Box 7466 ZIP: 83002
E-mail: ETODD@jhclassical.org Non-Profit: ☒ For Profit: ☐

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

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>Dec 9 - Dec 15</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

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

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

Eliza Todd

Signature of Authorized Event Applicant

Eliza Todd

Applicant Name Printed

11/20/18

Date

Executive Assistant

Title

Jackson Hole Classical Academy



5ft x 15ft
(vinyl)



Wednesday, December 19

6:00 PM

at Walk Festival Hall

————— jhclassical.org —————



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018

MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Sandy Birdyshaw

SUBJECT: Design Review Committee (DRC) Appointment

STATEMENT/PURPOSE

The Mayor appoints members to the Design Review Committee with the consent of the Town Council.

BACKGROUND/ALTERNATIVES

On November 5th, the Mayor and Council filled four seats on the DRC whose terms had expired. Five letters of interest were received for those four seats.

In mid-November, Eric Logan resigned his seat on the DRC, leaving one year remaining on his term. A letter of interest was received from Danny Wicke as a referral from Mr. Logan. Chris Beda, who had applied for the earlier seats, was contacted and is interested in this partial term. This provides two candidates to fill the remainder of Mr. Logan's term.

With consent of the Council, the Mayor proposes to appoint Danny Wicke to fill the remaining term left by Mr. Logan's resignation.

Article 8.10.4. of the Land Development Regulations requires the Design Review Committee to be composed of seven members with two-year terms and without a limit on the number of terms a member can serve. Members must be a resident of the county or town with experience in architecture, landscape architecture, planning or other design related fields. The purpose of the DRC is to prepare Design Review Guidelines, conduct pre-application conferences, and provide recommendations. Members are appointed by the Mayor with the consent of Council.

There are many options available to the Council including:

1. The Mayor may make appointments with the consent of the Town Council.
2. Make appointments at a later date.
3. Advertise for additional letters of interest.
4. Leave the position vacant until further notice.
5. Other.

ATTACHMENTS

Letters of interest for reappointment.

FISCAL/STAFF IMPACT

None.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff understands that the Mayor is interested in moving ahead with the appointment of Danny Wicke to fill the remaining term of Eric Logan. As such, the following motion is offered for the consent calendar.

SUGGESTED MOTION

I move to approve the Mayor's appointment of Danny Wicke to the Design Review Committee for a partial term ending October 31, 2019.

16 Nov 2018

Dear Mayor Muldoon,

I am writing to express my interest in becoming a member of the town's Design Review Committee. My interest in joining this committee lies in a firm belief that architecture and design play an important role in representing and shaping the fabric of a community. It is through the built environment that many first encounter Jackson, and it is through thoughtful design that the values and character of this community are best expressed. The DRC plays a vital role in helping to maintain a clear, cohesive and thoughtful design language which is instrumental in ensuring that the communities' building fabric is in tune with its spirit. As a local architect passionate about community and place, I feel I can contribute a meaningful voice to this discussion.

Prior to joining Carney Logan Burke Architects, where I currently serve as a project manager, I spent six years as a project architect in Chicago working on various new construction and adaptive re-use projects including single family residential, not-for-profit, educational, institutional, commercial and multi-family housing. My work with Wheeler Kearns Architects has received numerous awards including multiple AIA awards and the Richard H. Driehaus Foundation for Architectural Excellence in Community Design.

Before joining Wheeler Kearns, I served as a faculty member, at my alma mater Auburn University, for the prestigious Rural Studio co-teaching the thesis and outreach programs, and leading the \$20K house project. In addition to teaching, I was fortunate to be able to travel across the world lecturing on the Rural Studio in over 8 countries and co-authored a competition winning pavilion for the Victoria & Albert Museum's exhibit, *1:1 Architect's Build Small Spaces*. In addition to the V&A exhibit I also coordinated Rural Studio's participation in the Museum of Modern Art's Exhibition, *Small Scale Big Change*.

Since joining Carney Logan Burke Architects, I have led a variety of projects from hospitality, institutional to single family residential. Through these diverse experiences, both locally and abroad, I am well positioned to offer a thoughtful and unique voice contributing to this committee on a multitude of levels. I hold a Bachelors of Architecture and a Bachelors of Interior Architecture from Auburn University. I have been practicing for over 10 years and am a LEED accredited professional. I sincerely hope you will consider my application to participate on the town's Design Review Committee, and if selected, welcome the opportunity to be a positive contributing voice to the development our communities' built environment.

Sincerely,

Danny Wicke

Daniel Wicke
PO Box 694 Victor, ID 83455
danny.wicke@gmail.com
615-423-4087

Education

- 2008 **Auburn University** Auburn, Alabama
Bachelor of Architecture / Bachelor of Interior Architecture
- 2006-2008 **Auburn University Rural Studio** Newbern, Alabama
Thesis Project / Design & Construction of Akron Boys & Girls Club *
- 2006 **Rome Study Abroad / Auburn University** Rome, Italy
Half Semester Study Abroad

Professional Experience

- 2017-Present **Carney Logan Burke Architects** Jackson, Wyoming
Project Manager
Lead teams of architects on numerous projects involving community interaction, design, development, construction administration, and building specifications.
- 2011-2017 **Wheeler Kearns Architects** Chicago, Illinois
Project Architect
Lead architect on numerous projects involving community interaction, design, development, construction administration, and building specifications.
- 2008-2011 **Rural Studio / Auburn University** Newbern, Alabama
Outreach & Thesis Instructor / Director's Assistant
Lead instructor for \$20K House projects, traveled worldwide to lecture about the program, and aided in graphic design and publication for Rural Studio.
- 2008-Present **Make Tank**
Co-Founder
- 2006 **Skidmore, Owings & Merrill** New York, New York
Intern / Technical Department
- 2005 **Shui On Land** Shanghai, P.R. China
Intern / Planning Department

Professional Affiliations

- 2015-Present **American Institute of Architects** Associate AIA
- 2006-Present **LEED Accredited Professional** U.S. Green Building Council

Professional Registration

NCARB Licensed Architect - Actively testing

Project Awards

- 2018 **International Association of Lighting Designers Award of Excellence**
Lakeview Pantry, Wheeler Kearns Architects
- Illinois Green Alliance Emerald Award for Community Impact**
Lakeview Pantry, Wheeler Kearns Architects
- 2017 **The Richard H. Driehaus Foundation Award for Architectural Excellence in Community Design, First Place**
Lakeview Pantry, Wheeler Kearns Architects
- AIA Chicago Distinguished Building Award, Citation of Merit**
Lakeview Pantry, Wheeler Kearns Architects
- Architect's Newspaper Best of Design Awards, Honorable Mention**
Lakeview Pantry, Wheeler Kearns Architects
- Contract Magazine Inspiration Awards, Grand Place**
Lakeview Pantry, Wheeler Kearns Architects

- 2016 **AIA Chicago Distinguished Building Award, Honor Award**
Intrinsic School, Wheeler Kearns Architects
- Architizer A+ Awards** Finalist, Architecture + Learning Category
Intrinsic School, Wheeler Kearns Architects
- 2015 **Association for Learning Environments Exhibition, Lee J. Brockway Award for Renovation / Addition**
Intrinsic School, Wheeler Kearns Architects
- AIA Illinois Honor Awards, Frank Lloyd Wright Honor Award for Renovation, Gold Award**
Intrinsic School, Wheeler Kearns Architects
- BD+C Reconstruction Awards, Gold Winner**
Intrinsic School, Wheeler Kearns Architects
- World Architecture News (WAN) Education Award, Shortlisted**
Intrinsic School, Wheeler Kearns Architects
- 2015 ULI Vision Award "Smart TOD" Urban Land Institute**
1611 Division, Wheeler Kearns Architects

- 2009 **One of the World's Most Beautiful Buildings** Travel + Leisure Magazine
Boys & Girls Club of Akron, Rural Studio

Honors & Awards

- 2015 **Bridge Mentorship Program Participant** AIA Chicago
- 2011 **Boys & Girls Club of Akron Named One of World's Most Beautiful Buildings** Travel + Leisure Magazine
- 2010 **Won Invited Competition for 1:1 Architects Build Small Spaces Exhibit** Victoria & Albert Museum
- 2009 **Selected as "Showcase" Artist for South Region** Print Magazine's Region Design Annual **
- 2009 **Selected for Print Magazine's Regional Design Annual** Print Magazine **
- 2008 **City of Akron Appreciation Award** Mayor of Akron
- 2005-2007 **Dean's List** Auburn University
- 2005 **Finalist Alagasco Design Competition** Auburn University
- 2004 **Faculty Design Commendation** Auburn University
- 2004 **1st Team Academic All-SEC** Auburn University Varsity Basketball

Technical Skills

Autocad / Revit, Adobe CC / Illustrator, Photoshop, Camera Raw, Bridge, InDesign, Acrobat, Microsoft Office

Exhibitions

- 2010 **Small Scale Big Change** Museum of Modern Art, New York, New York
- 1:1 Architects Build Small Spaces** Victoria & Albert Museum, London, UK
- Rose Lee's House, Footwash Alabama** University of Alabama Gallery of Art, Tuscaloosa, Alabama
- 2009 **A Baby Retrospective of the Works of Make Tank Mauve?** Gallery, San Francisco, California
- 2008-2015 **Global Award for Sustainable Architecture** Cite De L'Architecture & Du Patrimoine, Traveling Exhibit
- 2007 **Rural Studio: Education of the Citizen Architect** Jule Collins-Smith Museum of Fine Art, Auburn, Alabama

Lectures

- 2017 **Rural Studio Guest Lecturer, Newbern, AL**
What I Talk About When I Talk About Architecture
- 2016 **Rural Studio Guest Lecturer, Newbern, AL**
Charting a Course: Hale County & Beyond

Lectures, cont.

- 2015 **Pecha Kucha Chicago vol. 37**, Chicago, IL
Trial by Fire
- 2012 **South X Southwest EDU**, Austin, TX
Design 1 Space - 60 Students, 3 Teachers, 3 Modes
- 2011 **Rural Studio Soup Roast**, Newbern, AL
Five Years Since the Rural Studio
- Artposium 2011 / Dwellings: Habitat, Symbol & Art** Colorado Art Ranch, Salida, CO
Shelter for the Soul
- 2010 **12th International Architecture Forum: New Regionalism in North America** Universidad San Francisco de Quito, Ecuador
Educating the Citizen Architect
- 5th International Design Biennial** Liege, Belgium
Educating the Citizen Architect
- 11th Annual Rural Health Conference** University of Alabama, Tuscaloosa, Alabama
Educating the Citizen Architect
- AIA Continuing Education** Auburn, Alabama ***
Sustain & Maintain: DESIGNhabitat & the \$20K House Initiatives
- AIA Tennessee State Convention** Keynote Speaker, Murfreesboro, Tennessee
Educating the Citizen Architect
- Birmingham Museum of Art** Birmingham, Alabama
Panel Discussion on Film "Citizen Architect"
- IDEE: Stadtteilverein** Dresden, Germany
Educating the Citizen Architect
- Learning Activism Symposium** AIA Portland, Portland, Oregon
Educating the Citizen Architect
- EcoWeek International Conference** Keynote Speaker, Athens, Greece
Educating the Citizen Architect
- 11th International Arquine Congress** Mexico City, Mexico
Educating the Citizen Architect
- Purchase College State University of New York** Purchase, New York
Panel Discussion
- 2009 **Toward a Frugal Architecture Symposium** Bruno Zevi Foundation, Rome, Italy
Rural Studio & The \$20K House
- Design / Response / Ability Lecture Series** Bauhaus University, Weimar, Germany
Educating the Citizen Architect
- Rosenheim University of Applied Sciences** Rosenheim, Germany
Educating the Citizen Architect
- 14th International Symposium for Architecture Theory** Bergische Universität Wuppertal, Wuppertal, Germany
Educating the Citizen Architect
- 2007 **Global Award for Sustainable Architecture Lecture Series** Cité de l'Architecture & du Patrimoine, Paris, France
Educating the Citizen Architect
- 2005 **Pioneers in Design** IIDA Northern California Chapter, San Francisco, California
Panel Discussion
- Global Perspectives Lecture Series** Auburn University, Auburn, Alabama
2005 Shanghai
- ## Workshops
- 2017 **Rural Studio Documentation Workshop**, Newbern, AL
Workshop Leader
- 2016 **Rural Studio Documentation Workshop**, Newbern, AL
Workshop Leader
- 2015 **South X Southwest Edu**, Austin, TX
Workshop Leader

Workshops, cont.

- 2012 **Rural Studio Documentation Workshop**, Newbern, AL
Workshop Leader
- 2011 **Rural Studio Documentation Workshop**, Newbern, AL
Workshop Leader
- On Becoming a Citizen Architect** Artposium, Colorado Art Ranch, Salida, CO
Workshop Leader
- The \$20K House** Artposium, Colorado Art Ranch, Salida, CO
Workshop Leader
- 2010 **Bauen Fur Alle** IDEE: Stadtteilforum, Dresden, Germany
Workshop Leader & Critic
- Mind the Gap** Bauhaus University, Weimar, Germany
Workshop Co-Leader & Critic
- Design a Zero Carbon House** EcoWeek Conference, Athens, Greece
Team Leader & Juror

Press & Publications

- 2017 **"Wheeler Kearn's coffee and record shop Purple Llama boasts a giant faceted ferrous steel bar"**, The Architect's Newspaper (August 2017)
Purple Llama Coffee & Record Shoppe, Wheeler Kearns Architects
- Lakeview Pantry - 2017 Inspirations Awards Winners**, Contract Magazine (July / August 2017)
Lakeview Pantry, Wheeler Kearns Architects
- "Renovation & Rebirth at Intelligentsia's Historic Monadnock Cafe"** Sprudge (June 2017)
Intelligentsia Monadnock location, Wheeler Kearns Architects
- "Lakeview Pantry Brings Good Design and Food to Those in Need"** ARCHITECT Magazine (May 2017)
Lakeview Pantry, Wheeler Kearns Architects
- 2016 **Chicago Architect**, Guest Editor (July / August 2016)
- "Coffee Culture: Hot Coffee + Cool Spaces"** Robert Schneider (2016)
Intelligentsia Wicker Park location, Wheeler Kearns Architects
- "Lakeview Pantry's New Home is Now Open, and it's Gorgeous"** DNAInfo (June 2016)
Lakeview Pantry, Wheeler Kearns Architects
- "Food Pantry Also Hands Out Bouquets of Dignity"** Chicago Sun Times (June 20, 2016)
Lakeview Pantry, Wheeler Kearns Architects
- "Crystal Bridges Museum to Open New Space for Contemporary Art"** The New York Times (March 29, 2016)
Crystal Bridges Contemporary Art Museum, Wheeler Kearns Architects
- 2015 **"Lumberyard turned 21st-Century Charter School"** BD+C Magazine (October 2015)
Intrinsic School, Wheeler Kearns Architects
- "To Succeed, School Design Must Replicate Real-World Environments"** BD+C Magazine (July 2015)
Intrinsic School, Wheeler Kearns Architects
- "The Past, Present, and Future of School Design"** EdSurge (July 6, 2015)
Intrinsic School, Wheeler Kearns Architects
- "Tear Down This Wall! A New Architecture for Blended Learning Success"** EdSurge (June 29, 2015)
Intrinsic School, Wheeler Kearns Architects
- "A Trip to the Windy City and Intrinsic Schools"** Next Generation Learning Challenges (April 24, 2015)
Intrinsic School, Wheeler Kearns Architects
- "Chicago School Designed with Blended Learning in Mind"** Education Week (April 13, 2015)
Intrinsic School, Wheeler Kearns Architects
- "At a Chicago Charter, Personalized Learning is Intrinsic"** Impatient Optimists (April 2, 2015)
Intrinsic School, Wheeler Kearns Architects
- "How Intrinsic Schools is Breaking the Laws of School Innovation"** EdSurge (March 12, 2015)
Intrinsic School, Wheeler Kearns Architects
- Featured Project** architizer.com (February 3, 2015)
Intrinsic School, Wheeler Kearns Architects

Press & Publications, cont.

- "An Old Frame for New Ideas" Architectural Record Magazine Schools of the 21st Century (January 2015)
Intrinsic School, Wheeler Kearns Architects
- "1611 West Division Street" Architects Newspaper (April 8, 2015)
1611 W Division, Wheeler Kearns Architects
- 2014 "Rural Studio at Twenty: Designing and Building in Hale County, Alabama" Andrew Freear, Elena Barthel, Andrea Oppenheimer Dean (2014)
Akron Boys and Girls Club, Rural Studio
- "A Coffee Shop Bares All" LD+A Magazine (August 2014)
Intelligentsia Broadway location, Wheeler Kearns Architects
- "Open > Intelligentsia" Architect's Newspaper (July 30, 2014)
Intelligentsia Broadway location, Wheeler Kearns Architects
- Project of the Day architizer.com (February 3, 2014)
Intelligentsia Wicker Park location, Wheeler Kearns Architects
- "No Parking Ahead" Chicago Architect Magazine, July | August 2014
1611 W. Division, Wheeler Kearns Architects
- 2012 Holistic Housing, Concepts, Design Strategies, and Processes (2012)
\$20K House, Rural Studio
- 2010 Lepik Andres "Small Scale, Big Change: New Architecture of Social Engagement (MoMA Press 2010) ****
\$20K House, Dave's House, Rural Studio
- 1:1 Architects Build Small Spaces. Victoria & Albert Museum, London, UK: (V&A Publishing, 2010) ****
Woodshed Pavilion, Rural Studio
- "Rural Southern Studio: Small Space, Small Budget" readymade.com/blog (October 2010)
\$20K House, MacArthur's House, Rural Studio
- "Rural Studio: Lion's Park" Architect Magazine (September 2010)
Lion's Park, Rural Studio
- "Alabama Letterpress" bangback.com (August 2010)
Make Tank Letterpress Posters
- "1:1 Diary" Blueprint (July 2010)
Woodshed Pavilion, Rural Studio
- "Perfectly Formed" RIBA Journal (June 2010)
Woodshed Pavilion, Rural Studio
- "Rural Studio - Educating the Citizen Architect" Horizonte (Fall 2010) ****
Transcribed Interview
- "The Community Vault" Arquine Magazine (Spring 2010) ****
Boys & Girls Club of Akron, Rural Studio
- "EcoWeek Building the Future" Athens Plus (March 13, 2010)
Boys & Girls Club of Akron, Rural Studio
- 2009 "Regional Design Annual 2009" Print Magazine (December 2009)
Transcribed Interview
- "Showcase - Local Design, Local Stories" Print Magazine (December 2009)
Transcribed Interview
- Marie-Helene Contal & Jana Revedin, "Sustainable Design: Toward a New Ethic in Architecture and Town Planning" Birkhauser Architecture 2009
Boys & Girls Club of Akron, Rural Studio
- "Rural Studio Continues to Better Lives Through Outreach Building" Beyond Auburn (Fall 2009)
\$20K House, Rural Studio
- "Life After Sambo" Metropolis (July/August 2009) ****
Boys & Girls Club of Akron & \$20K House, Rural Studio
- "Building the Black Belt" Alfa Friends & Family (Summer 2009)
\$20K House, Rural Studio
- "Rural Studio Alabama" Blueprint (January 2009) ****
Boys & Girls Club of Akron, Rural Studio
- "Opening Shot" Blueprint (January 2009) ****

Press & Publications, cont.

- 2008 **"Rural Studio" The Architectural Review** (May 2008)
Boys & Girls Club of Akron, Rural Studio
- 2007 **"Built to Last and Lasting" New York Times** (May 12, 2007)
Boys & Girls Club of Akron, Rural Studio

Involvement

- 2014 - 2017 **ARTworks Projects** Chicago, Illinois
- 2010 **Alabama Engine Advisory Council** Non-Profit
- 2006-Present **Member of Boys & Girls Club of Akron Unit Board** Akron, Alabama
- 2002-2004 **Member of Auburn University Varsity Basketball Team** Auburn University

Credits

- * with Whitney Pearce, John Marusich & Adam Pearce
- ** as Make Tank with Mark Wise
- *** with Justin Miller
- **** Published as Photographer

References

Upon request

From: [Christopher Beda](#)
To: [Sandy Birdyshaw](#)
Subject: RE: Appointments to the Town DRC
Date: Friday, November 9, 2018 4:45:50 PM
Attachments: [image001.png](#)

Sandy,

Thanks for the follow-up. I am not discouraged. Next time I will get out in front of it and do a little lobbying on my behalf. Keep me in mind for the future.

Regards,

Chris Beda
415.516.4048

From: Sandy Birdyshaw <sbirdyshaw@jacksonwy.gov>
Sent: Tuesday, November 6, 2018 12:34 PM
To: Katherine Koriakin <katherinekoriakin@gmail.com>; Christopher Beda <cbeda@wabashpartners.com>; Hans Flinch <hans@hershbergerdesign.com>; Michael Stern <michael@masplaces.com>; Brad Hoyt <bradh@ctagroup.com>
Cc: Tyler Sinclair <tsinclair@jacksonwy.gov>; Paul Anthony <panthony@jacksonwy.gov>; Tiffany Stolte <TStolte@jacksonwy.gov>
Subject: Appointments to the Town DRC

Good afternoon,

Last night the Mayor made the following appointments to the Design Review Committee with full consent of the Town Council. While each applicant presented the required qualifications for consideration, we had five applicants for four seats.

Thank You to each of you for providing a letter of application.

Chris, we sincerely hope that you are not discouraged by these appointments and that you stay interested in participating on Town committees. We frequently have vacancies and call for letters of application when those vacancies arise.

Appointments to 2-year terms:

Michael Stern
Hans Flinch
Katherine Koriakin
Brad Hoyt

The next scheduled DRC meeting is Wednesday, November 14 in the Town Council Chambers at 5:00 pm. Please contact Tiffany Stolte (x1304) or Paul Anthony (x1303) for further information.

Thank you & Best regards,
Sandy Birdyshaw

Christopher Beda

3465 North Pines Way, Suite 104-217 | 415.516.4048 | cbeda@wabashpartners.com

October 22, 2018

Mayor and Town Council - Town of Jackson

Attn: S. Birdyshaw

Town Clerk

Town of Jackson

150 East Pearl Ave

PO Box 1687

Jackson, WY 83001

Dear Mayor and Town Council - Town of Jackson:

Please accept this letter of application to serve on the Design Review Committee. I relocated to Jackson in 2018 and currently reside at 3443 Boxelder Place, Wilson, WY 83014. I saw your listing in the Jackson Hole Daily and was immediately very interested in the position. I have been a real estate executive for 30 years and have a passion for real estate, urban planning and housing. I am an expert in housing having held various executive positions in real estate finance, investment, portfolio management and asset management. I am currently engaged in affordable housing and philanthropically pursuing a mission of impacting affordable housing in the United States through my work with the Urban Land Institute.

Professional Bio:

Beda founded and runs Wabash Partners, a private real estate investment and advisory firm. Wabash Partners focuses on US multifamily real estate sector and is engaged in managing and investing in US multifamily real estate. Wabash Partners also provides advisory services and capital to emerging real estate managers and businesses.

Prior to founding Wabash Partners, Beda was Senior Managing Partner, Chief Investment Officer for Carmel Partners, Inc., a private real estate investment firm. Beda was a founding partner at Carmel and responsible for managing Carmel Partners' investment activities across the country. From 2004 to 2017 he helped the firm raise and invest over \$4.0 billion in equity while growing the firm into the preeminent national multifamily investment firm with offices in New York, DC, Denver, Seattle, San Francisco, Los Angeles and Honolulu.

Prior to joining Carmel Partners, Beda was the Acquisitions and Dispositions Officer for the Western United States at Equity Residential (NYSE:EQR). He joined Equity Residential's transactions group in 1994 when the company owned approximately 35,000 apartment units. During Beda's tenure, the group acquired over 200,000 apartment units through individual transactions, portfolios, debt purchases, partnership transactions, joint venture developments and company mergers. Beda started his real estate career in the real estate lending group at Continental Bank, N.A. in Chicago, IL.

Personal Information:

Beda graduated from the University of Wisconsin - Madison and considers himself a Midwesterner at heart despite the fact that he and his wife currently reside in Wilson, WY. He enjoys most things outdoors and is an avid skier, fisherman and golfer. He lives to eat which makes cooking a serious hobby.

Thank you for your consideration. Please let me know if you have any questions.

Sincerely,

Christopher Beda



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 29, 2018
MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Larry Pardee
PRESENTER: Roxanne Robinson, Assistant Town Manager

SUBJECT: Home Ranch Welcome Center Memorandum of Understanding (MOU) Amendment

STATEMENT/PURPOSE

The Town Council approves all agreements and amendments to agreements on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

In 2017 the Town Council approved an MOU with the Chamber of Commerce and that document is attached for information. The original MOU contained the following hours of coverage at the Home Ranch:

- Seven (7) days per week between the hours of eight (8) a.m. and seven (7) p.m. from June 1 through September 15.
- Five (5) days per week between the hours of eight (8) a.m. to five (5) p.m. from September 16 through May 31.

The Chamber of Commerce is requesting permission to amend the hours as follows:

- No coverage from January 2 through April 19 and instead direct people with inquiries to the Jackson Hole Greater Yellowstone Visitor Center.
- Seven (7) days per week between the hours of eight (8) a.m. and seven (7) p.m. from June 1 through September 15.
- Five (5) days per week between the hours of eight (8) a.m. to five (5) p.m. from April 20 through May 31 and from September 16 through January 1.

Additionally, the Chamber is requesting permission to sell Fall Arts Festival Posters during August and September of each year.

Staff recommends the Council consider the request and determine whether they would like to amend the hours of coverage and allow limited sales as requested.

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

1. Approve the request to amend the MOU as proposed, direct the Town Attorney to prepare the amendment, and authorize the Mayor to execute the amendment on behalf of the Town of Jackson.
2. Discuss the request and approve the change in hours but not the request for sales direct the Town Attorney to prepare the amendment, and authorize the Mayor to execute the amendment on behalf of the Town of Jackson.
3. Discuss the request, request further information, and continue action on the request until a future Town Council meeting.
4. Make a motion to approve the request and vote against the motion thereby denying the request.

5. Other.

STAKEHOLDER ANALYSIS

The stakeholders involved include the Chamber of Commerce and their desire to have a presence on the Town Square, visitors to the community utilizing the Home Ranch Welcome Center requesting information on activities, attractions, lodging and other needs, the businesses that would benefit from information being provided to guests in a convenient location near the Town Square, the Town of Jackson wanting enhanced security and updates on issues affecting the Home Ranch Welcome Center such as restroom cleaning needs, and citizens of the community by having a convenient physical location to direct visitors to in order to receive information.

ATTACHMENTS

MOU and letter of request.

FISCAL IMPACT

There would be no fiscal impact to the Town of Jackson by approving the amendments to the MOU.

STAFF IMPACT

There would be a minimal staff impact. The legal team would need to prepare the amendment and the Clerk would need to get it executed and incorporated into the permanent records.

LEGAL REVIEW

Not applicable for the request but the Town Attorney would need to prepare the amendment to the MOU.

RECOMMENDATION

Staff recommends the Council consider the request and determine whether they would like to amend the hours of coverage and allow limited sales as requested.

SUGGESTED MOTION

Should the Town Council wish to move forward, one possible motion would be:

I move to approve the request to amend the MOU as proposed, direct the Town Attorney to prepare the amendment, and authorize the Mayor to execute the amendment on behalf of the Town of Jackson.

Synopsis for PowerPoint (120 words max):

Background:

The Chamber of Commerce is requesting permission to amend the hours as follows:

- No coverage from January 2 through April 19 and instead direct people with inquiries to the Jackson Hole Greater Yellowstone Visitor Center.
- Seven (7) days per week between the hours of eight (8) a.m. and seven (7) p.m. from June 1 through September 15.
- Five (5) days per week between the hours of eight (8) a.m. to five (5) p.m. from April 20 through May 31 and from September 16 through January 1.



November 26, 2018

Home Ranch Memorandum

To the Honorable Mayor and Jackson Town Council;

The Jackson Hole Chamber of Commerce respectfully requests consideration of the following revisions to the MOU agreement between the Town of Jackson and Jackson Hole Chamber of Commerce for operations at the Home Ranch Welcome Center.

1. **Agent Staffing** – The Jackson Hole Chamber of Commerce wishes to place our agents in the locations that are the busiest. We request that beginning the year 2019 from January 2nd until April 19th for the remainder of the current MOU, we place signage directing any people with any information requests to the Jackson Hole Greater Yellowstone Visitor Center and that we move the staff person to the that facility during that period. While the Home Ranch is incredibly busy during the summer months, the winter months we show that on average less than 40 people a day will stop in to the Home Ranch Facility, while the JHGYVC will get upwards of 1000 people per day with the NER Sleigh Ride operations. We find it to be more appropriate to staff 2 people at the busiest location.
2. **Fall Arts Festival Posters** – The Jackson Hole Chamber of Commerce requests the ability to sell the current Fall Arts festival Posters August and September each year at the Home Ranch Welcome Center. This would be located at the same desk and station that we currently operate. We find it inconvenient to our visitors and locals to send them to another location when we have the FAF collateral directly in front of us but are unable to offer the featured piece.

We thank you for your consideration of these changes and will be available at your meeting for any questions or discussions related to these requests.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Howe', written over the word 'Sincerely,'.

Rick Howe
Vice President
Jackson Hole Chamber of Commerce

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF JACKSON
AND
JACKSON HOLE CHAMBER OF COMMERCE**

1. **Parties.** This Memorandum of Understanding (the “MOU”) is made and entered into this ____ day of _____, 2017, (hereinafter "Effective Date") by and between the Town of Jackson, a municipal corporation duly organized in Wyoming, whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter “Town”), and Jackson Hole Chamber of Commerce, a 501(c)(6) organization, whose address is 260 Broadway Suite A, P.O. Box 550, Jackson, Wyoming 83001 (hereinafter “Chamber”).
2. **Purpose of MOU.** The purpose of this MOU is to create a working agreement between the Town and the Chamber, and to clarify roles and responsibilities relating to the Chamber’s use of a portion of the Home Ranch Welcome Center in Jackson, Wyoming (the “Welcome Center”).
3. **Term of MOU.** This MOU shall commence upon the Effective Date above, and shall remain in full force and effect until five (5) years after the Effective Date, after which time the MOU shall automatically renew for a one (1) year period. This MOU may only be terminated thirty (30) days after either party informs the other party in writing the reason why this MOU shall be terminated.
4. **Responsibilities of the Chamber.** For the Term of this MOU, the Chamber:
 - A. Will staff the Welcome Center with, at minimum, one (1) person to greet and welcome visitors at the Welcome Center (a “Greeter”);
 - B. Ensure the Welcome Center is staffed with a Greeter in accordance with the following schedule:
 - i. Seven (7) days per week between the hours of eight (8) a.m. and seven (7) p.m. from June 1 through September 15.
 - ii. Five (5) days per week between the hours of eight (8) a.m. to five (5) p.m. from September 16 through May 31.
 - C. Ensure the Greeter provides professional welcome services to the public at the Welcome Center to include:
 - i. Wearing appropriate business casual attire that is neat, clean, and professional;

- ii. Possessing a comprehensive knowledge of the Town of Jackson and its surroundings, businesses, and activities generally;
 - iii. Providing information to the general public about the Town of Jackson, businesses, activities and the like without reference or favoritism to members of the Chamber of Commerce or particular businesses.
- D. Be responsible for all costs associated with the Greeter, including, but not limited to, labor and operations.
 - E. Be responsible for all costs associated with the non-permanent, non-affixed furniture (e.g. a desk and chair) for the Greeter (the “Greeter Station”).
 - F. Provide any and all informational materials for the Greeter that are necessary to provide professional welcome services.
 - G. Keep the Greeter Station and the area immediately around it tidy and clean.

5. Restrictions on the Chamber’s Use of the Home Ranch Welcome Center. For the Term of this MOU, the Chamber will not:

- A. Move, tamper with, or change existing or future installed displays, exhibits, exhibitions, or demonstrations at the Welcome Center.
- B. Hang, install, or affix posters to any wall, display, or exhibit, except to the Greeter Station.
- C. Cover or obstruct existing or future installed displays, exhibits, exhibitions, or demonstrations at the Welcome Center.
- D. Tamper with, alter, or adjust the lighting system or electronic lock system.
- E. Store any papers, files, food, clothing, or personal items of any kind at the Welcome Center, except:
 - i. Within the Greeter Station; and
 - ii. The informational materials provided to the public by the Greeter so that these materials may be available to the public outside of the established staffing hours.
- F. Add exhibits, demonstrations, posters, banners, whether free-standing or wall-hung in the Welcome Center, except the Event Sandwich Board.

6. Responsibilities of the Town.

- A. Town agrees to provide thirty-six (36) square feet of space in the Welcome Center, located in the east side of building as explicitly depicted in Exhibit A attached hereto,

for the exclusive use of the Chamber, its Greeter, and the installation of a Greeter Station.

- B. Be responsible for all costs associated with operating the building generally, including but not limited to heating, maintenance, lighting, cleaning, and insurance.

7. **Notices.**

- A. All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail or delivery in person.

TOWN OF JACKSON
Bob McLaurin, Town Manager
P.O. Box 1687
Jackson, WY 83001

Jackson Hole Chamber of Commerce
Rick Howe, Vice President
P.O. Box 550
Jackson, Wyoming 83001

8. **General Provisions.**

- A. **Emergency Contact.** If a building or facility emergency arises at the Welcome Center, the Chamber will contact the Facilities Manager at (307) 733-3932 x 1425; kmeagher@townofjackson.com; and /or (307) 690-7432.
- B. **Amendments.** Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by both Parties of this MOU. No verbal amendments are permitted.
- C. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall have jurisdiction over any action arising out of the MOU, and over the Parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.
- D. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOU is in conflict with state statute, state statute shall govern.

- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may re-negotiate the terms affected by the severance.
- F. **Sovereign or Governmental Immunity.** The Town does not waive its sovereign or governmental immunity by entering into this MOU and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Indemnification.** Each Party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither Party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.
- H. **Insurance.** It is understood and agreed by both Parties that the Town, as the owner of the building and fixtures, shall bear the cost to provide the appropriate property and/or liability insurance for such assets. It is further understood and agreed by both Parties that the Chamber, as the employer of the Greeter and owner of the Greeting Station, shall bear the cost to provide the appropriate property and/or liability insurance for its staff member and associated physical or personal items in the building.
- I. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- J. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date above.

TOWN OF JACKSON

A Wyoming Municipal Corporation

By: _____
Pete Muldoon, Mayor

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

JACKSON HOLE CHAMBER OF COMMERCE

A 501(c)(6) Organization in Jackson Wyoming

By: _____
Rick Howe, Vice President



TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 16, 2018

MEETING DATE: November 19, 2018, Continued
to December 3 regular meeting

SUBMITTING DEPARTMENT: Parks and Recreation

DEPARTMENT DIRECTOR: Steve Ashworth

PRESENTER: Steve Ashworth/Andrew Erskine

SUBJECT: Winter Sidewalk Snow Removal Level of Service

STATEMENT/PURPOSE

The purpose is to discuss and review winter levels of service for 2018/19 sidewalk snow removal.

BACKGROUND/ALTERNATIVES

In April of 2018 staff held a public open house to begin analyzing the department's prior year service levels for winter maintenance. In addition, the department conducted an online survey during the months of March and April to further understand the public's needs and satisfaction. The purpose of this process is to better serve the greatest number of residents and guests and in the most economical manner

At a meeting in June 2018 the department staff worked closely with BTNF, Town of Jackson Public Works, County Engineering, Teton County School District and Community Pathways to develop recommendations.

[Sidewalk Snow Removal:]

- Continue seven (7) day full time operations beginning approximately November 15th through March 15th.
- Maintain the same sidewalks as FY18, per the current level of service policy, with the addition/deletion of the following:
 - Add the south side of Broadway from Redmond Rd. east to McKean Dr. to provide same side of street access to Community Entry Services.
- TCJPR/TOJ Sidewalk Snow Removal Level of Service Policy
 - Plow both sides of the street-
 - Main high traffic east/west connectors (Broadway and Snow king)
 - Main high traffic north/south connectors (Cache and Redmond)
 - Downtown and West Jackson commercial districts
 - Plow one side of the street-
 - Linkage of neighborhoods to primary connectors
 - Access to Government facilities from Connectors and Downtown
 - Safe Routes to Schools
- We will continue to partner with Public Works and Town law Enforcement to conduct education and community outreach to residents and business owners regarding their responsibility to clear adjacent sidewalks. We will focus our attention on areas of past negligence:
 - West side of Powderhorn Lane from Meadowlark Lane to the entrance of Garaman Park
 - West side of Glenwood Drive immediately north of Community Learning Center/historical Society.

[Pathway Snow Removal:]

- Continue seven (7) day full time operations beginning approximately November 15th through March 15th.
- Staff will plow to asphalt the following sections-
 - o Smith's Pathway to Colter School
 - o Middle School through Indian springs to Hwy 22 and east on new Hwy 22 pathway section to the 'Y' junction. The new pathway section of Hwy 22 from Indian Springs connector to the 'Y' junction will be maintained until the point at which it can no longer be cleared with a snow plow, at that time it will be abandoned until late winter when we will budget to clear it for early spring use.
 - o High School Road Around Smith's
- The Department will contract to plow to asphalt the following sections-
 - o South 89 from melody Ranch to High School Road
 - o Von Gontard Pathway
 - o New section of South Park Loop from south end of 3 Creeks to Melody Ranch Trailhead. This section will be maintained until the point at which it can no longer be cleared with a snow plow, after that point it will be abandoned until we can clear for early spring use.
 - o Hwy 22 pathway from the underpass (near Skyline) to Iron Rock Rd. This section will be maintained until the point at which it can no longer be cleared with a snow plow, at that time it will be abandoned until late winter when we will budget to have it cleared for spring use.
 - o Hwy 390 pathway to Lake Creek bridge
- Staff will pack/plow to approximatley 2" the following sections-
 - o Garaman pathway from the Post Office to Highway 89 Underpass, consistent with FY18 efforts
- The Department will contract to pack/plow to approximatley 2" the following sections-
 - o Wilson Centenial trail from Wilson School to Lake Creek Bridge
- The Department will contract plowing from Stilson Lot across the Snake River pathway to Emily's Pond levee and the pathway through Emily Stephen's to Iron Rock Rd. on Hwy 22

The addition of a ¾ ton truck and plow blade in FY18 will allow the Department to plow the shop parking lot more efficiently, plow Owen Bircher Parking lot and address driveway and road cuts across pathways . We will also establish paramaters for contracted plowing that will scale back the number of times per day any given section is plowed and we will support those areas with the departments truck/plow addition in the afternoons. We will also evaluate the ability, based on staffing levels, the possibility of taking over early season plowing of Hwy 22 (Underpass to Iron Rock Rd) and the new section of South Park Loop (south end of 3 Creek to Melody Trailhead) in the future.

[Nordic Trail Grooming:]

- On Tuesdays, Thursdays and Saturdays staff will groom the following areas-
 - o Stilson Field, Wislon Centennial Trail, Emily's Pond levee, and High School/Colter Fields.
- On Wednesdays and Fridays staff will groom the following areas-
 - o Lower Cache Creek Trail, Wayne May park, and Game Creek Trail (Note: Game Creek will only be groomed during low and moderate Avalance conditions)
 - o South Park Loop from Boyles Hill Rd to the south end of 3 Creek (straight section)
- On Mondays the Department will seek to contract for grooming services for the following areas-
 - o Lower Cache Creek Trail and Upper Cache Creek Trail. (Note: Uppe Cache Creek Trail will only be goomed during low and moderate avalance conditions)

Staff will continue to work with USFS to partner on trail signage at Cache Creek that helps identify the following:

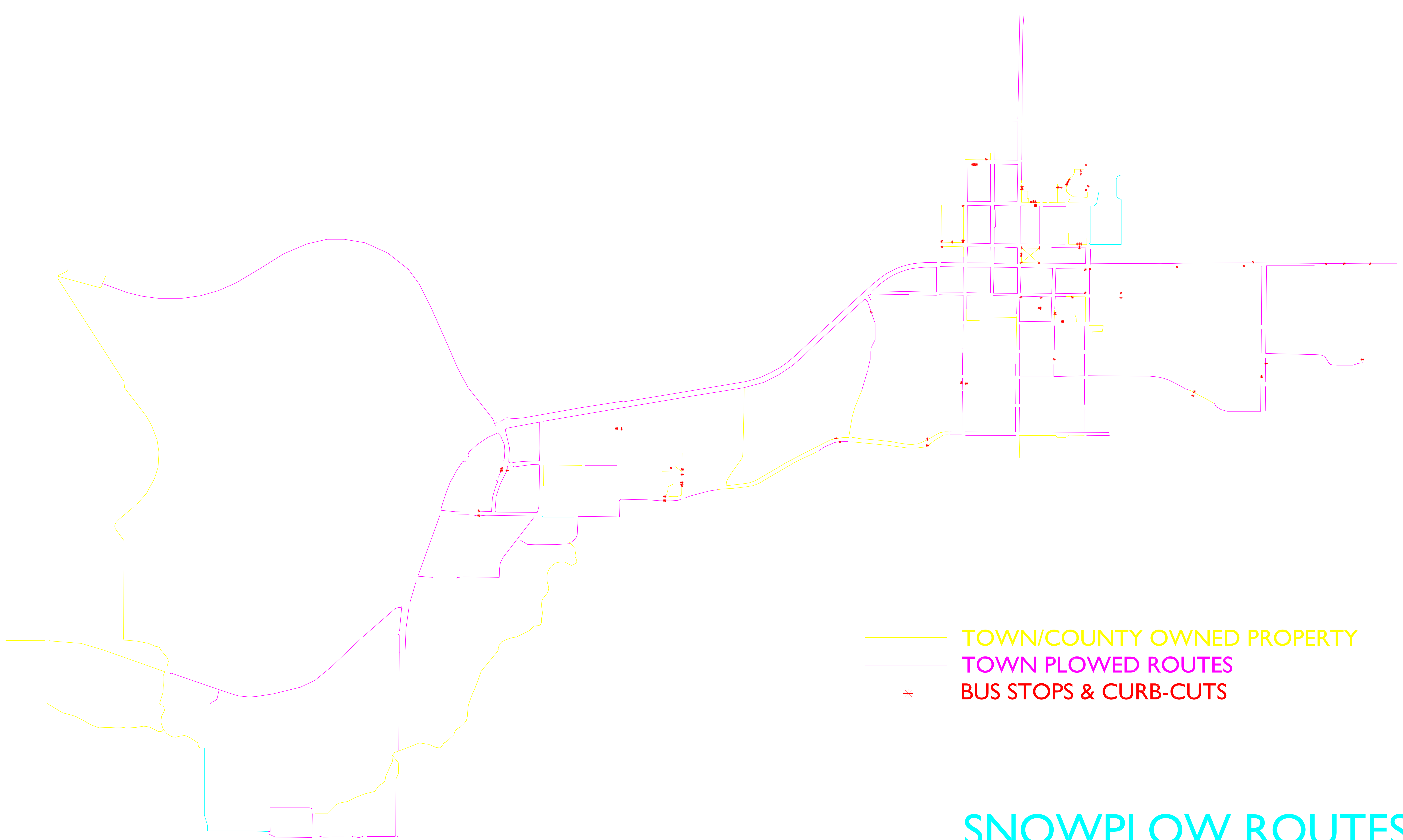
- Avalanche condition and possible upper trail closure to be located at lower trail head and at turn-around between upper and lower Cache Trail.
- Identification of multi-user trail to include skiers, bikers, walkers and snowmobiles.

ATTACHMENTS

Sidewalk Snow Removal Map
P&R Snow Removal SOP

FISCAL IMPACT

The FY19 service plan does not necessarily illustrate growth and increase cost, rather reallocation of resources to best meet the needs of the community. Staff has received approval of \$25,000 in grant funds from the Wyoming State Parks, Historic Sites and Trails in the form of an RTP (Recreational Trails Program) Grant to offset costs for trail grooming activities in FY19. The department will match this funding with an estimated \$19,588 in budgeted operational costs, approximately 30% increase over last year.



- TOWN/COUNTY OWNED PROPERTY
- TOWN PLOWED ROUTES
- BUS STOPS & CURB-CUTS

SNOWPLOW ROUTES OVERALL MAP

RESOLUTION 14-17

WHEREAS, Section 1 of Town of Jackson Ordinance No. 236 (Part), Section 1 of Town of Jackson Ordinance No. 1075, and Section 12.20.020.A. of the Municipal Code of the Town of Jackson provides that the snow and ice removal policy of the Town of Jackson may be established and amended from time to time by resolution of the Town Council without the necessity of approving an ordinance to modify the snow removal area; and

WHEREAS, the Town Council of the Town of Jackson, Wyoming, has determined that it is in the best interest of the public to establish a policy for snow and ice removal requirements in order to provide for access and safe pedestrian travel throughout the Town of Jackson during winter months:

NOW, THEREFORE, be it hereby resolved by the Mayor and Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that:

1. The Town of Jackson will remove snow and ice from sidewalks in the downtown business area, along school routes, and routes to critical facilities specifically as shown in Exhibit "A".
2. In all other areas of the Town of Jackson, as stated in Section 12.20.020A of the Municipal Code, every person, partnership, corporation, joint-stock company or syndicate, or other entity, which is in charge or control of any building or lot of land within the city fronting or abutting on a paved sidewalk or board sidewalk whether as tenant, owner, occupant, lessee or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice from so much of the sidewalk as is in front of or abuts on the building or lot of land.

PASSED, & APPROVED this 17th day of November, 2014.

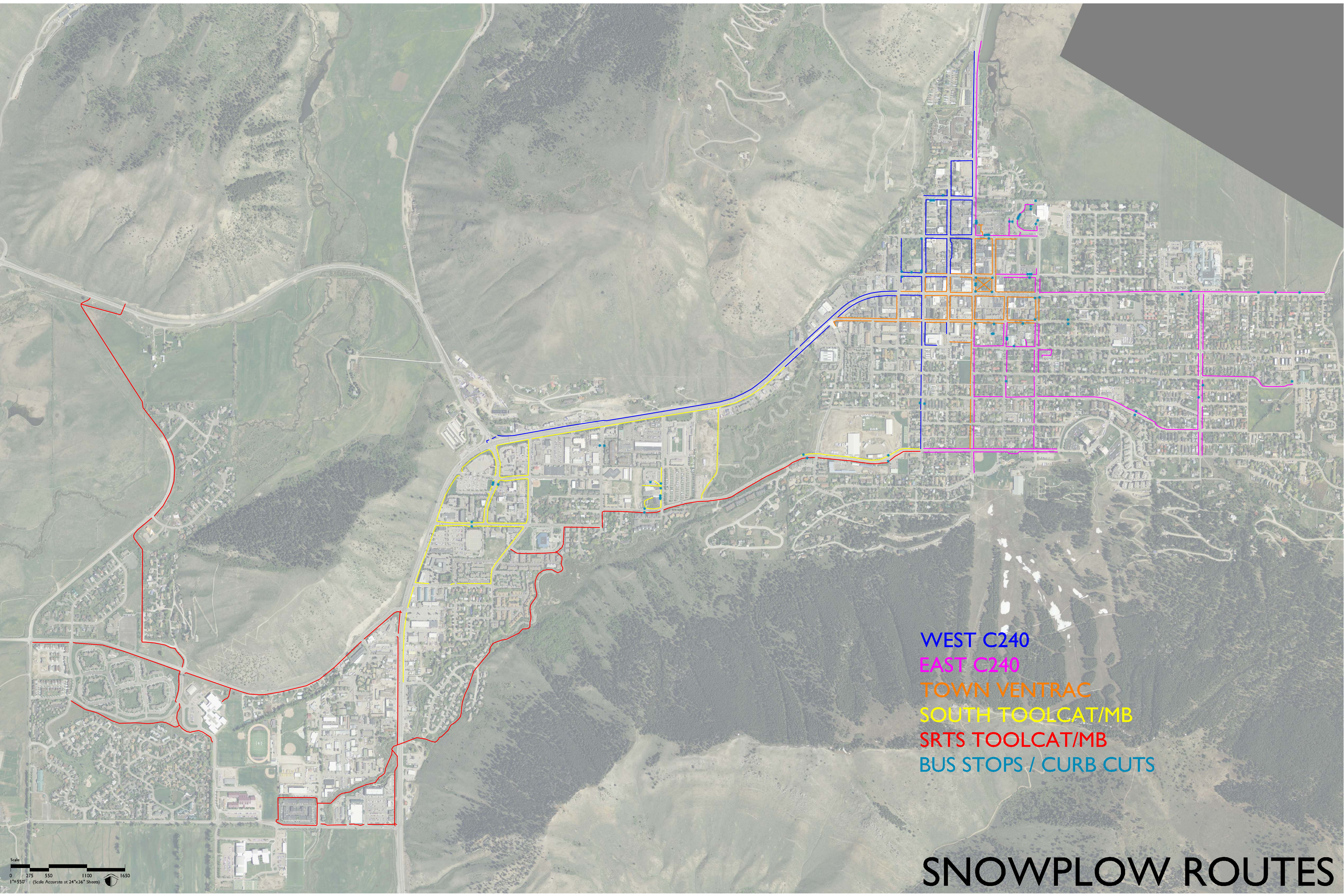
TOWN OF JACKSON

BY: _____

Mark Barron, Mayor

ATTEST:

BY: _____
Olivia Goodale, Town Clerk



WEST C240
EAST C240
TOWN VENTRAC
SOUTH TOOLCAT/MB
SRTS TOOLCAT/MB
BUS STOPS / CURB CUTS

SNOWPLOW ROUTES

Chapter 12.20

SNOW AND ICE REMOVAL

Sections:

12.20.010 Definitions.

12.20.020 Snow and ice to be removed from sidewalks by private persons.

12.20.030 Depositing of snow and ice restricted.

12.20.040 Violations--Work done--Liability therefor--Penalty.

12.20.050 Penalties.

12.20.010 Definitions.

- A. "Sidewalk" means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.
- B. "Business day" means any day not a Sunday or a national holiday.
- C. "Business hours" means the hours between eight a.m. and six p.m. on any business day.
- D. The building inspector is the duly appointed town building inspector and town engineer or, in his absence, his duly designated and acting representative. (Ord. 236 § 1 (part), 1977.)

12.20.020 Snow and ice to be removed from sidewalks by private persons.

- A. Every person, partnership, corporation, joint-stock company or syndicate, or other entity, which is in charge or control of any building or lot of land within the Town fronting or abutting on a paved sidewalk or board sidewalk whether as tenant, owner, occupant, lessee or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice from so much of the sidewalk as is in front of or abuts on the building or lot of land, pursuant to any Town of Jackson snowplowing policy set forth by a resolution of the Town Council.
 - 1. Except as provided in subsection B of this section, snow and ice shall be removed from sidewalks in all business districts within the Town by six (6) business hours after the cessation of any fall of snow, sleet or freezing rain or by the beginning of business hours of the next business day following such fall, whichever period is longer.
 - 2. Except as provided in subsection B of this section, snow and ice shall be removed from all other included sidewalks within the town of the same day of the cessation of any fall of snow, sleet or freezing rain or within the first six (6) hours of daylight after the cessation of any such fall, whichever period is longer.

(Ord. 1075 § 1, 2014)

- B. In the event snow and ice on a sidewalk has become so hard that it cannot be removed without likelihood of damage to the sidewalk, the person or entity charged with its removal, shall, within the time mentioned in subsection A of this section, cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe; and shall then, as soon thereafter as weather permits, cause the sidewalk to be thoroughly cleaned. (Ord. 476 § 1, 1994; Ord. 236 § 1 (part), 1977.)

12.20.030 Depositing of snow and ice restricted.

No person, partnership, corporation, joint-stock company or syndicate shall deposit or cause to be deposited any snow and ice on or against a fire hydrant or on any sidewalk or roadway, except that snow and ice may be windrowed on public roadways incident to the cleaning thereof or windrowed on curbs incident to the cleaning of sidewalks in business districts. (Ord. 236 § 1 (part), 1977.)

12.20.040 Violations--Work done--Liability therefor--Penalty.

- A. In the event of the failure of any person, partnership, corporation, joint-stock company or syndicate to clear away or treat with abrasives and subsequently clear away any snow and ice from any sidewalk as provided in this chapter, or cause this to be done, the building inspector, as soon as practicable after such failure, shall cause such work to be done by town personnel or by independent private persons or firms.
- B. The building inspector shall ascertain and keep a record of the exact cost of all work he causes to be done or contracts to be done in accordance with this section on account of each act or omission of each person, partnership, corporation, joint-stock company or syndicate; and he shall identify these persons with particularity.
- C. Each person, partnership, corporation, joint-stock company or syndicate whose act or omission makes it necessary that the building inspector cause work to be done or contract work to be done in accordance with this section shall be liable to the town for the cost of such work plus an amount equal to twenty percent of such costs for administration, record keeping and notice. It shall be the duty of the town clerk to sue for these costs and penalties, and it shall be the duty of the town attorney to assist in the bringing of these suits. (Ord. 262 § 1, 1979: Ord. 236 § 1 (part), 1977.)

12.20.050 Penalties.

Any person, partnership, corporation, joint-stock company or syndicate who violates any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with Section 1.12.010. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such under this chapter. (Ord. 236 § 1 (part), 1977.)



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 28, 2018
MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing for a new Restaurant Liquor License: J&J Food Company LLC d/b/a Miazga's

PURPOSE STATEMENT

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

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

BACKGROUND/ALTERNATIVES

J&J Food Company LLC *dba* Miazga's, submitted an application for a new restaurant liquor license located at 399 West Broadway (the old MacPhail's building). The restaurant plans to open for business late this month.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

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

ATTACHMENTS

Restaurant liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$500 for prorated application fees this year and \$1500 in fees at next year's renewal.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete - ACD

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (copied above) regarding issuing liquor licenses and concerns raised from staff review.

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

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

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the issuance of a restaurant liquor license to J&J Food Company LLC *dba* Miazga's for the remaining license year ending March 31, 2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #
# mths <u>4</u>	Prorated Fee: \$ <u>500.00</u>	Date filed with clerk: <u>11/19/18</u>
	Transfer Fee: \$	Advertising Dates: (2 Weeks) <u>11/21</u> & <u>11/28</u>
	Publishing Fee: \$ <u>100.00</u>	Hearing Date: <u>12/3/2018</u>
License Term: <u>12</u> / <u>3</u> / <u>2018</u> through <u>3</u> / <u>31</u> / <u>2019</u>		
Month Day Year	Month Day Year	

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: J & J Food company, LLC

Trade/Business Name (dba): Miazga's

Building to be licensed/Building Address: 399 West Broadway
Number & Street
Jackson W.Y. 83001 Teton
City State Zip County

Mailing Address: P.O. 4278 Jackson WY. 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 413-4153 Fax Number: ()

E-Mail Address: jbeastrom@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 5, Asbell Amended Addition 2nd Filing commercial AC

FILING FOR

- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☐ CITY OF: JACKSON
- ☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE:**

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS:

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec)	☐ SEASONAL / PART-TIME	☐ NON-OPERATIONAL / PARKED
If not full time, specify: Months of Operation from _____ to _____	Days of Week (e.g. Mon through Saturday) from <u>MON</u> to <u>SUNDAY</u>	Hours of Operation (e.g. 10am to 2am) from <u>11:30 a</u> to <u>9:00 p</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building?

☐ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

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

(A) Lease expiration date 10-31-2021 cated on page 1 paragraph 1 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 3 paragraph 4 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

7. BAR AND GRILL LICENSE:

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

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 7' X 9' Room on west side of Building.

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

☒ YES ☐ NO

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

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

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

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

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

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

If "YES", explain:

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)
List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jennifer Beastan				< 1 yr	45	YES ☐ NO ☒	YES ☐ NO ☒
Joseph Miazga				< 1 yr	55	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

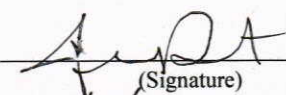
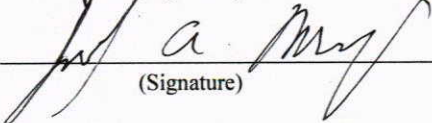
OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

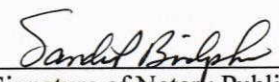
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 9 day of November, 2018 that the facts alleged in the foregoing instrument are true by the following:

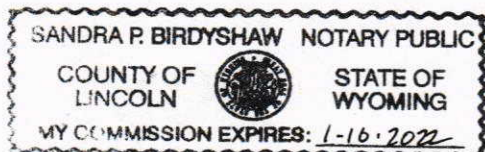
1)	 (Signature)	<u>Jennifer Beastron</u> (Printed Name)	<u>Manger</u> Title
2)	 (Signature)	<u>Joseph A. Miazga</u> (Printed Name)	<u>President</u> Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title

Witness my hand and official seal:


Signature of Notary Public

(SEAL)

My commission expires: 1-10-2022





November 13, 2018

To Whom It May Concern:

This memo is in reference to our customer, J & J Food Company LLC, DBA Miazga's. They have established a business bank account with First Interstate Bank.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Jasmine M. Scholes', written over a light purple rectangular background.

Jasmine M. Scholes
Business Banking Relationship Manager
307-732-7928
First Interstate Bank

First Interstate Bank
Albertson's Office
105 Buffalo Way
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7932

First Interstate Bank
Main Office - 842 W Broadway
Office Building - 802 W Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-734-7373
www.firstinterstatebank.com

First Interstate Bank
Town Square Office
120 E Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7883

Plan of Operations:

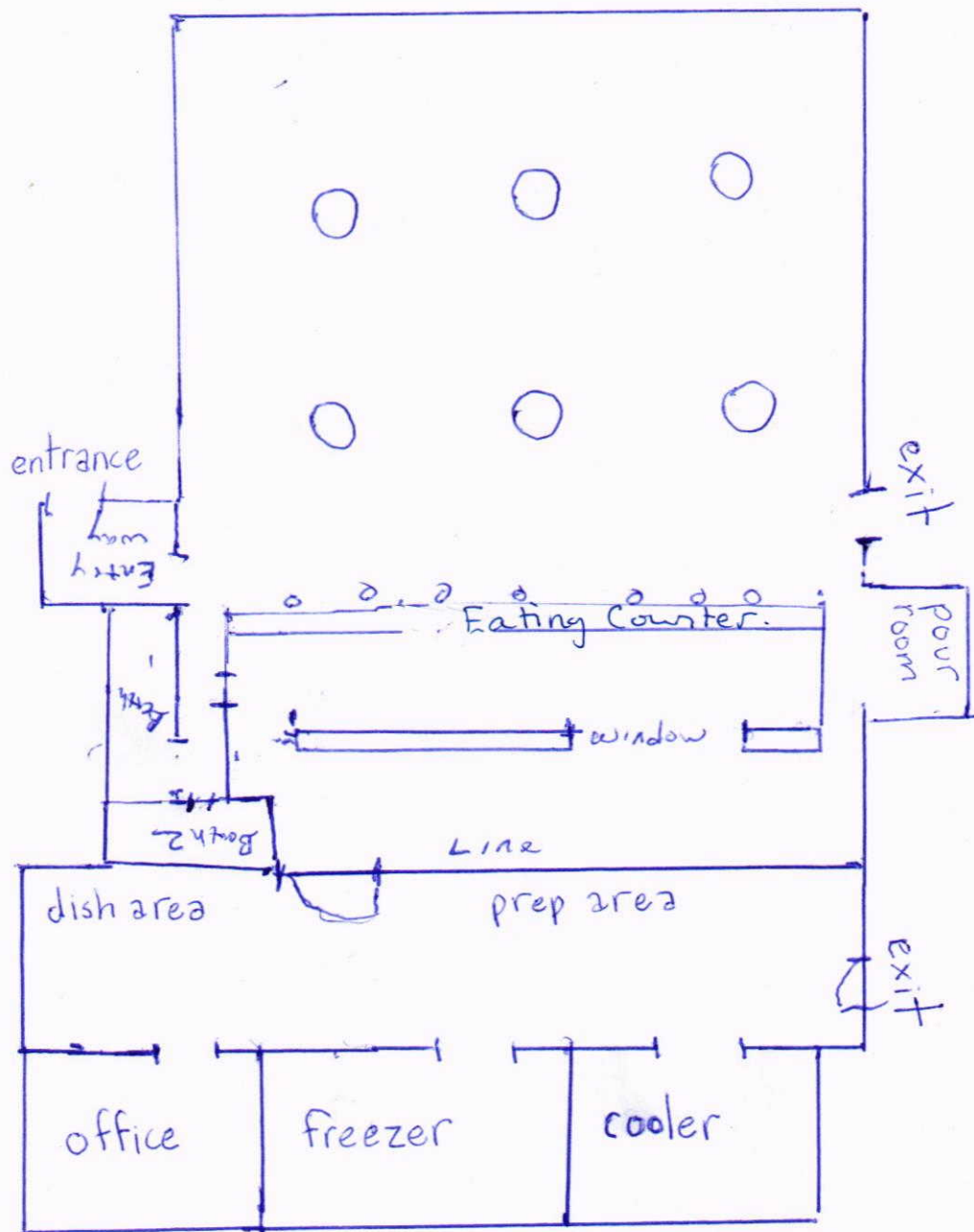
We will be dispensing alcohol in our pour room on the western most side of the building.

In the dispensing room we will pour beer and wine and mixed drinks. They will be then placed on the left side of the dispensing room for the servers to bring to our patrons.

When serving outside on our decks and front eating area, Our staff will exit the building through our Exit door immediately adjacent to our dispensing room.

Directly behind the counter is our food line where we will ^{be} preparing and cooking the food. Directly parallel and in between the food line and the counter is a food window where the cooks will send the food through and the front of the house staff will then bring to our customers.

48 seats outside



↓ N

Sandy Birdyshaw

From: Sara Budge <sara.budge@wyo.gov>
Sent: Friday, November 9, 2018 11:10 AM
To: Sandy Birdyshaw
Subject: Miazga's Food License

They are currently working with the Health Department to obtain a food license.
Thanks

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

Sandwiches

Italian Sausage and Peppers

California Club

Gourmet Grilled Cheese

Meatball Sub

Cheesesteak

Grilled Reuben

Entrees

Open Faced Brisket Sandwich served with mashed potatoes and green beans

Pierogi Plate- 6 pierogies served with sauteed onions and sour cream

Polish Plate- Kielbasa, sauer kraut and 3 pierogi

Baked Ziti and garlic Bread

Housemade Lasagna

Baked Mac n cheese

Starters

Sliders.....2 minnie burgers on a roll with cheddar cheese, sauteed onions and cheddar cheese

French Fry Basket.....with gravy, cheese bacon and cheddar

Pierogi.....3 to an order Potatoe and Cheese or Kraut

Homemade fresh potato chips with sea salt

Soups & Salads

Classic Caesar

Black and Blue

Cobb Salad

House Chilli

Ginger Carrot Soup

Soup of the Day

Kids Menu

Kids Burger

Brat on a Bun

Pasta in butter sauce

Desserts

All of our desserts are made in house

Eclairs

Croissant bread pudding

Cannoli

Dessert of the Day

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement"), dated November 1, 2018, is by and between ASBELL PROPERTIES, LLC, a Wyoming limited liability company, of 3800 Wolf Creek Road, Casper, Wyoming 82604 ("Landlord"), and J&J Food Company LLC, a Wyoming limited liability company, of _____ Jackson, Wyoming 83002 ("Tenant").

WITNESSETH that in consideration of the covenants and agreements hereinafter set forth, the Landlord does hereby lease to Tenant, and Tenant leases from Landlord, that certain parcel of real property, including portions of buildings and improvements thereon, located at 399 West Broadway, Jackson, Wyoming, being more particularly described as follows:

Lot 5, Asbell Amended Addition to the Town of Jackson, Wyoming, Second Filing, according to that plat recorded in the Office of the Teton County Clerk on May 20, 2008 as Plat No. 1239

See also Document No. 0729584 in book 2 of Maps at page 85;
PIDN: 22-41-16-33-1-62-001

Including the approximately 6-foot x 10-foot x 8-foot "bully barn" located in the northeast corner of Lot 5 (collectively the "Leased Property").

1. INITIAL TERM; RENEWAL TERMS. The initial term of this Lease shall be the period from **November 1, 2018 through October 31, 2021**. Provided Tenant is current with Landlord on all obligations set forth in this Lease, and further provided Tenant provides written notice of Tenant's intention to renew this Lease IN WRITING not less than ninety (90) days prior to the expiration of the initial term of this Lease, and Landlord approves in writing such renewal request, Tenant may renew this lease for two (2) additional successive periods of five (5) years each (November 1, 2021 through October 31, 2026 "First Option Term"; and November 1, 2026 through October 31, 2031 "Second Option Term", subject to such rent adjustments as provided in Section 2 of this Lease. In order to avoid an unintentional failure to renew this Lease, at least six months prior to the expiration date of any term of this Lease, Landlord should give Tenant notice of the impending expiration and request Tenant to inform Landlord of Tenant's intention regarding renewal but is not obligated to do so. If Tenant fails to provide timely written notice of Tenant's intention to renew the Lease, the Lease shall automatically expire at the end of the then current term in accordance with its terms. No termination or expiration of this Lease shall affect the indemnities, guarantees or other obligations of the Tenant hereunder incurred during the term of this Agreement that expressly survive the Term of this Agreement.

2. RENT; CPI ADJUSTMENT. During the first year of the initial term of this Lease, Tenant shall pay to Landlord, without deduction, setoff, prior notice or demand, annual rent of

_____) ("Rent"). Beginning on November 1, 2018, and on each November 1 thereafter, including during any renewal term (each such date being an "Adjustment Date"), the rent paid during the immediately preceding 12-month period shall be adjusted to reflect the greater of (i) two percent (2.0%) and (ii) the percentage change in the Consumer Price Index for the immediately preceding twelve-month period (May to May), provided that in no event shall the percentage increase exceed Four Percent (4%). To determine the adjusted rent, the appropriate percentage determined by the previous sentence shall be multiplied by the immediately preceding 12-month period's monthly rental amount, and the product thereof shall be added to the immediately preceding 12-month period's monthly rental amount. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers published by the United States Department of Labor for the West Region, or a successor or substitute index appropriately adjusted. If at any time the Consumer Price Index is no longer published, the parties shall agree to another comparable index that most accurately carries out the intent hereof which is to maintain the purchasing power of the annual rent. If the Consumer Price Index necessary for the calculation set forth in this paragraph is not published by June 1, the monthly rental rate adjustment may be delayed until the Consumer Price Index is published, and any adjustment to the monthly rental rate shall be retroactively adjusted to the Adjustment Date. In no event shall the CPI adjustment reduce the Rent below the previous twelve-month period (or such shorter term as is applicable from the commencement of this Lease through the first CPI adjustment date).

Tenant shall pay Landlord as additional rent those charges that are Landlord's real property taxes for the Leased Property as further set forth in Section 11 hereof. Any such charges and sums shall be deemed to be rent and shall be payable in the manner so provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

All rent payments shall be payable at the office of the Landlord or at such other place as the Landlord may designate in writing. Rent shall be due and payable on the first (1st) day of each month and late if not received by Landlord by the seventh (7th) day of each month. Rent paid on or after the eighth (8th) day of each month shall include a late fee of five percent (5%) of the sum then due, such late fee being a payment to Landlord for its costs of lease oversight and management during the period of delinquency.

3. FIRST MONTH'S RENT, LAST MONTH'S RENT AND SECURITY DEPOSIT.

Concurrent with the mutual execution of this lease On or before November 1, 2018, Tenant shall deposit with Landlord the sum of _____, which sum contains Tenant's first month's rent valued _____, last month's rent, also valued _____, and a security deposit, again valued at _____. In the event Tenant renews this Lease for a second or third term as provided for herein, and prior to commencement of the renewal terms, Tenant shall pay such

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additional sums to Landlord as necessary in order to increase the last month's rent to the new value Rent for the last month of occupancy, and further increase the security deposit to also match the new amount of a single month's rent. Tenant shall earn no interest on the security deposit or the last month's pre-paid rent, and Tenant shall not apply the security deposit sum toward any rent payment. If Tenant shall perform all of its obligations under this Lease and return the Leased Property to Landlord at the end of the Term, Landlord shall return all of the remaining Security Deposit to Tenant within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of Landlord's damages for any default under this Lease. If Landlord transfers its interest in the building or this Lease, Landlord may transfer the Security Deposit to its transferee and shall provide notice of the same to Tenant. Upon such transfer, Landlord shall have no further obligation to return the Security Deposit to Tenant, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee.

4. USE OF LEASED PROPERTY. The Leased Property shall be used solely for one restaurant, including affiliated restaurant beer and wine sales if appropriately licensed, or such other commercial purpose or purposes as may be approved by the Landlord from time to time, which consent shall not be unreasonably withheld. Tenant is specifically permitted to engage in the sale of liquor, wines and malt beverages as a part of such use, subject to the express direction, oversight and control of the Town of Jackson and the Wyoming Liquor Commission, and any other applicable governmental authorities having jurisdiction thereof.

Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy. Tenant agrees not to use or permit the use of the Leased Property or any part thereof for any purpose prohibited by law, and Tenant agrees at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use and occupancy of the Leased Property throughout the entire term of this Lease or any extension thereof.

In addition to the foregoing, Tenant shall not use or occupy nor permit the Leased Property or any part thereof to be used or occupied for any business, use or purpose deemed disreputable or extra hazardous or which would make void or voidable any insurance then in force with respect thereto or which would increase the premiums for or make it impossible to obtain fire or other insurance or which will cause or be likely to cause structural damage to the building or any parts thereof.

5. SURRENDER. Upon the termination of this Lease, the Tenant shall quit and surrender the Leased Property in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all replacements, alterations, interior decorations, additions and improvements that may have been made in, to, or upon the Leased Property, including, but not limited to carpeting, wall paneling, ceiling tiles, counters and light fixtures, and further including any leasehold improvements made during the tenancy, excepting

movable furniture and unattached movable trade fixtures owned by Tenant. Landlord owns the hood over the grill, hood over the grease trap, and high temperature dishwasher and those items shall remain Landlord's property at termination of the Lease. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

6. ALTERATIONS AND IMPROVEMENTS. It is understood that Tenant may carry out leasehold improvements only with the prior written consent of Landlord. All of such work shall be performed in compliance with all permitting requirements and in compliance with all applicable codes and regulations. For Tenant's convenience and ease of initial operations, Landlord shall provide Tenant a list of Landlord's usual electrician, plumber and other trades for all work requiring such trades.

Any substantially fixed alteration, addition or improvement (specifically including partitions, walk-in coolers and counters) made by the Tenant after such Landlord consent shall have been given, and any fixtures installed as part thereof, shall, at the Landlord's option, become the property of the Landlord upon the expiration or other sooner termination of this Lease.

All alterations of or additions to the Leased Property, except movable trade fixtures and equipment, shall take place under the specific prior review and approval of Shawn Asbell, Agent for Landlord, or other Landlord designated agents. Tenant shall provide Landlord proof of the immediate availability of funds necessary to pay for all such alterations or improvements before they are commenced, shall establish a reasonable arrangement to assure that the contractors are promptly paid and will not place liens on the property and will keep the Leased Property and the improvements thereon free and clear of any liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Tenant, and shall indemnify and save the Landlord and the Leased Property and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof. Notwithstanding the foregoing, Tenant may, in good faith and at Tenant's sole expense, contest the validity of any such asserted lien, claim or demand in a prompt and reasonable manner, provided that Tenant shall furnish such security as shall be necessary or required to prevent any foreclosure against the Tenant's interest in the Leased Property during the pendency of such contest. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law.

7. ACCEPTANCE OF PREMISES. Except as otherwise provided herein, no representations have been made to Tenant respecting any condition of the Leased Property. Tenant accepts the Lease Property in its present AS-IS condition, and Tenant hereby waives any claims for damages that may arise from any defects in the Leased Property after occupancy. The Landlord represents that it is not aware of any inherently dangerous latent defect or defects in the Leased Property.

8. REPAIR AND MAINTENANCE. The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole cost and expense, perform all routine repair and maintenance necessary in order to keep the interior of the Leased Property, including all the furniture, fixtures, equipment, appliances and other personal property of Tenant, in good order and repair, reasonable wear and tear and damage by accidental fire or other casualty excepted. The routine repair and maintenance expenses for which Tenant is responsible shall include usual periodic maintenance and insubstantial repairs normally performed by Tenant in a restaurant operation, including seasonal cleaning and use of Eco-Lab degreasing products to avoid pumping the grease traps (or pumping the grease traps if needed) and cleaning the range hoods and re-charging the fire suppression systems. In addition, Tenant shall be responsible for all snow removal, and landscape maintenance, and routine micro-trash pick-up on the Leased Property to keep the Leased Property in a high condition of repair and safety. Tenant shall also maintain all portions of the Leased Property including the walkways, sidewalks, and parking lot/driveway in a clean and orderly condition, free of dirt, rubbish, and obstructions, snow and ice, and otherwise of high condition of repair and safety. Tenant shall give to Landlord prompt written notice of any accident to, or any defects in, the Leased Property that may come to his notice, and shall first obtain the written consent of Landlord prior to making any substantial repairs to the Leased Property for which the Landlord is responsible. Except as otherwise provided for herein, Tenant agrees to make any and all repairs, additions or replacements as may be required by any law, requirement or order of any public agency or insurance company arising out of Tenant's specific use of the Leased Property (e.g. fire regulations).

Landlord shall, at its expense, maintain the exterior of the Leased Property (including the foundation, exterior walls, parking lot and roof) and all electrical, plumbing and mechanical systems in good order and repair, subject to any damage, negligence or specific uses of the Leased Property by Tenant. If Tenant requires additional or larger systems, including but not limited to, fixtures, utilities, plumbing (including grease "traps" or "interceptors"), HVAC, electrical, because of Tenant's specific use of the Leased Property, Tenant shall be solely responsible for the payment of the additional or larger system and its installation (and at Landlord's option, the maintenance thereof) and said system shall become and be deemed to not be a trade fixture. Additionally, if Landlord incurs continuing costs with regard to such specific use items (such as, but not limited to, tax or other assessments), then Tenant shall pay to Landlord within ten (10) days of demand, the tax assessor's bill or Landlord's bill, as applicable, for such assessed or continuing expense item.

9. UTILITIES / SERVICES/ CHARGES. Tenant shall pay all charges and arrange for the installation and construction of all necessary electricity, water, sewer, gas &/or propane, telephone/internet/cable related to the Leased Property. Tenant shall establish and maintain all utility accounts in its name and shall pay each account in full monthly, in addition to the Rent. Not less frequently than once during the lease term, Tenant shall procure and pay for Macy's or other contractor's pumping of all grease traps. Tenant will pay for such use based on actual

usage, and any prior balances for usage that occurred prior to Tenant's occupancy of the Leased Property will be considered the responsibility of the Landlord.

10. RIGHT OF ENTRY. The Landlord or its agents shall have the right to enter the Leased Property at all reasonable times upon reasonable notice in order to repair the buildings or utility services to the Leased Property or to examine the Leased Property, or as the Landlord may deem necessary or desirable in good faith, and at any time for the enforcement of this Lease Agreement and for the protection of any of the Landlord's Leased Property. The rent reserved shall not abate while repairs are being made, whether by reason of loss or interruption of the business of Tenant or otherwise, as long as the same are necessary and performed reasonably. If, during the last month of the term, the Tenant shall have removed all or substantially all of the Tenant's property therefrom, the Landlord may immediately enter and alter, renovate, and redecorate the Leased Property without elimination or abatement of rent and without liability to the Tenant for any compensation and such acts shall have no effect upon this Lease. Shawn Asbell and or any of his designees may enter the Leased Property at any time. As for all other employees or agents of Landlord, if the Tenant shall not be personally present to open and permit an entry into the Leased Property at any time when for any reason an entry therein shall be necessary or permissible, the Landlord or his agents may enter the Leased Property by a master key, or, if in an emergency, may forcibly enter the Leased Property without rendering the Landlord or such agents liable therefor (so long as, during such entry, the Landlord or his agents shall accord reasonable care to the Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. The Landlord's right of entry shall not be deemed to impose upon the Landlord any obligation, responsibility or liability for the care, supervision or repair of the Leased Property other than as herein provided.

11. TAXES AND ASSESSMENTS. Tenant shall pay all personal property taxes, and any and all other governmental charges, assessments or taxes on its separate equipment or personal property, trade fixtures and other property in, on, or about the Leased Property. Tenant shall reimburse Landlord for all real estate taxes, real estate assessments, and any and all other governmental charges, assessments or taxes payable in respect to the Leased Property or any part thereof during the term of this Lease (and any extensions or renewals thereof) within thirty (30) calendar days of Landlord's submission of a statement to Tenant therefor, with the appropriate notices or invoices attached. Failure to do so shall constitute an event of default hereunder.

12. INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force for the benefit of the Landlord, as a named insured, comprehensive general accident, public liability and property damage insurance policies, insuring Tenant and Landlord against any liability arising out of the operation of Tenant's businesses or Tenant's, use, occupancy or maintenance of the Leased Property. Such policy shall have a combined single limit of coverage for bodily injury, death or property damage in an amount of not less than \$1,000,000. The Policy shall insure performance by Tenant of the indemnity provisions contained herein. In addition, Tenant shall procure Worker's Compensation coverage for its business operations. The Tenant shall deposit

with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease and regularly update copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately below, shall provide that the same may not be canceled without at least thirty (30) days prior notice to the Landlord.

Tenant shall obtain "all risk" insurance coverage for the Leased Property including all of Tenant's leasehold improvements, building contents, inventory, furniture, furnishings, and all other property removable by Tenant under provisions of this Lease less any required standard co-insurance requirements, and the Tenant shall cause the Landlord to be named in such policies as one of the insured with regard to the leasehold improvements. Tenant shall obtain workers compensation and business interruption insurance in an amount adequate to provide for payment of the rent and other sums due Landlord under this lease during interruption of its business due to fire or other casualty.

Tenant shall advise the Landlord promptly as to the coverage or language of the clauses included in its insurance policies pursuant to this paragraph and shall notify the Landlord promptly of any cancellation or change of the terms of any such policies that would affect such clauses. In the event that the Tenant shall fail to deliver to the Landlord certificates of all such insurance obtained, or copies of policies thereof, the Landlord may cause such insurance to be issued and bills for the premiums therefore shall be rendered by the Landlord to the Tenant and may be added by the Landlord to the Rent under this agreement Lease Agreement.

Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete written report to be made of any and all injuries or accidents upon the Leased Property and shall, further, notify Landlord, immediately, of any such injury or accident.

13. COVENANTS OF THE TENANT.

The Tenant covenants that it shall not do any of the following without the prior consent, in writing, of the Landlord:

(a) Do or suffer to be done anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Property or any part thereof, or on the building of which the Leased Property may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord as additional base rent, any increase of premiums on insurance carried by the Landlord on the Leased Property, or any part thereof, or on the building of which the Leased Property may be a part, caused in any way by the occupancy of the Tenant or by its operation of a business within the Leased Property.

(b) Commit or suffer to be committed by any person any waste upon the Leased Property or any nuisance or other act which may disturb the quiet enjoyment of the surrounding properties.

The Tenant agrees that it shall do the following:

(a) Keep the Leased Property sufficiently heated to prevent freezing of water pipes and fixtures;

(b) Do all things reasonably possible to prevent the filing of any mechanics, judgment or other lien against the Leased Property or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Property or any part thereof through or under the Tenant.

(c) Comply with the terms of any state or federal statute or local ordinance or regulation and save Landlord harmless from any penalties, fines, costs, expenses or damages resulting from its failure to do so.

(d) Give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Property.

(e) Strictly comply with all liquor laws applicable to the Leased Property and Tenant's operations thereon.

(f) All signs and exterior lights, whether already erected or to be erected in the future, shall at Tenant's sole cost and expense, comply with all applicable regulations in the Town of Jackson, Wyoming or Teton County, Wyoming.

14. DAMAGE TO PREMISES. If the Leased Property shall be damaged by fire, the elements, unavoidable accident or other calamity without the fault or neglect of the Tenant or the Tenant's employees, or agents, and the Leased Property is not thereby rendered untenable in whole or in part, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Property shall be rendered untenable only in part, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the Leased Property rendered untenable. If, by reason of such occurrence, the Leased Property shall be rendered wholly untenable, then to the extent not covered by Tenant's business interruption insurance, the rent, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Property shall be rendered wholly untenable by

reason of such occurrence and cannot be repaired within eight (8) months from the date of such damage, Tenant or Landlord shall, at their option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise its option to cancel this Lease, and the Landlord shall cause such damage to be repaired, the rent shall be abated during the period of such repairs. If any such damage occurring to the Leased Property, whether it is partial or complete, shall occur as a result of the fault or neglect of the Tenant, Tenant's servants, employees, agents, business invitees, licensees, or subtenants, there shall be no apportionment or abatement of rent during the term of this Lease.

15. INDEMNIFICATION. The Tenant shall indemnify the Landlord and save it harmless from and against any and all uninsured claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury or damage to property occurring in, on or about the Leased Property and arising from the occupancy or use of the Leased Property by the Tenant or its employees, agents, licensees, invitees, guests, customers or occasioned wholly or in part by any act or omission of the Tenant, its employees, agents, licensees, invitees, guests, customers, so long as the same were not proximately caused by the gross negligence or willful misconduct of the Landlord or its employees, agents, licensees, invitees, guests, customers. No termination or expiration of this Lease shall affect the indemnities of Tenant hereunder incurred during the term of this Lease.

16. TENANT'S PROPERTY.

(a) The Tenant shall be responsible for and shall pay before delinquency all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Property by the Tenant.

(b) The Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the Leased Property by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Property, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. All property of the Tenant (or its subtenants if Landlord has approved of a sub-tenancy per paragraph 18 hereinbelow) kept or stored on the Leased Property shall be so kept or stored at the risk of the Tenant and its subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

17. MOVEABLE TRADE FIXTURES. All moveable trade fixtures installed by the Tenant in the Leased Property shall remain the property of the Tenant and shall be removable at any time by it on or before vacating the Leased Property. Any damage caused to the Leased Property as a result of such installation or removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to such termination shall become the

sole property of the Landlord. Lighting fixtures, whether or not installed by the Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

18. NO ASSIGNMENT OR SUBLETTING. Tenant shall not assign or sublet any of Tenant's rights under this Lease, or assign, mortgage, hypothecate, or otherwise encumber this Lease, or any interest in the Leased Property, unless Tenant shall have first secured written approval from Landlord, which approval Landlord may grant or withhold in Landlord's sole and absolute discretion. If this Lease is assigned, or if the Leased Property or any part thereof is sublet, or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease, and upon any such assignment, subletting, etc., Landlord may elect to consider this Lease void and terminated. The consent by the Landlord to an assignment or subletting shall not be construed to release the Tenant from obtaining the consent in writing of the Lessor to any further assignment or subletting unless expressly agreed to by Landlord.

19. DEFAULT. If the Tenant should vacate or abandon the Leased Property, or if the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord within ten (10) days of the date it is due, or if a petition in bankruptcy or for an arrangement be filed by or against Tenant, or if it be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or shall continue for ten (10) days after written notice thereof from Landlord to Tenant, or if such default involving matters other than the payment of rent or such other sum is not cured or attempts to cure are not commenced and pursued with diligence within thirty (30) days after written notice thereof, then Landlord may either terminate this Lease and re-enter the Leased Property by summary proceedings or otherwise, remove all persons and property from the Leased Property without liability to any person for damages sustained by reason of such removal, and re-let the Leased Property at such rental and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. In such event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the Leased Property and of any repair, and alterations necessary to prepare them for re-letting, less the rents received from such reletting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of Rent. No such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should the

Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Property, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Property for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If Tenant is in default, the Landlord may prevent removal of Tenant property from the Leased Property by any lawful means its deems necessary to protect its interest.

20. ATTORNEY'S FEES. If any person not a party to this Lease shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant shall indemnify and save the Landlord harmless from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by the Landlord in such action. If an action shall be brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the Leased Property, the substantially prevailing party shall be entitled to recover from the other party, as part of the substantially prevailing party's cost, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered, as well as all legal fees incurred in any appeal, and all costs.

21. HOLDING OVER. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant at sufferance on a month-to-month basis, upon all the terms, covenants and conditions herein specified, and may be removed by Landlord upon 10 days written notice.

22. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any mortgage that may now or hereafter affect the Leased Property, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. The Tenant will execute and deliver any instrument that may be reasonably required by the Landlord in confirmation of such subordination promptly upon the Landlord's request. The Landlord, however, will exercise its best efforts to arrange with the lending bank an agreement that if, by dispossession, foreclosure, or otherwise such holder, or any successor in interest, shall come into possession of the Leased Property, or shall become the owner of the Leased Property, or take over the rights of the Landlord in the Leased Property, it will not disturb the possession, use or enjoyment of the Leased Property by the Tenant, its successors or assigns, nor disaffirm this Lease or the Tenant's rights or estate hereunder, so long as all of the obligations of the Tenant are fully performed in accordance with the terms of this Lease.

23. NOTICE. All notices, demands or other writing in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been fully given, made or sent

when made in writing and hand delivered, faxed, or sent by certified or registered United States Mail, postage prepaid, and addressed as follows, supplemented by an electronic email copy:

To Landlord: Asbell Limited Partnership 3800 Wolf Creek Road Casper, WY 82604
Email: smasbell@wyom.net

With copy to: Long Reimer Winegar Beppler, LLP

Attn: Erika M. Nash
P.O. Box 3070
270 W. Pearl, Ste. 103
Jackson, WY 83001
Phone: 307-734-1908
Fax: 307-733-3752
Email: enash@lrw-law.com

To Tenant: Jennifer Beastrom and Joe Miazga, Managers and Members
J&J Food Company, LLC
email- jbeastrom@gmail.com
phone number- (307) 413-8510
Mailing address- PO Box 607 Wilson, WY 83014

or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein. Mailed notices shall be deemed to be given on the earlier of the actual delivery and five (5) business days after posting in the US mail in the case of registered or certified mail. Notices sent by overnight delivery shall be deemed delivered after being deposited with the overnight courier. Notices delivered by personal delivery shall be deemed delivered upon personal delivery. Refusal of delivery in any form by Tenant shall be deemed to have been given on the date of refusal.

25. WAIVER. The waiver by the Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

26. CONSTRUCTION OF LEASE. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for nor against

either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition herein contained.

27. BINDING EFFECT. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

28. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made, other than as expressly set forth herein.

29. EXECUTION. This Lease may be executed in two (2) counterparts, each of which shall be an original. It is expressly understood that any individual executing this agreement Lease Agreement who does not do so clearly and specifically in a corporate, trust or other representative capacity shall be personally, jointly and severally liable hereunder and bound hereby as a co-signatory; such signature being required as an inducement to Landlord to enter into this Lease. The signatories hereby represent and warrant that they have all necessary power and authority to execute and deliver this lease on behalf of the Landlord and Tenant.

30. TIME OF ESSENCE. Time is of the essence of this Lease and of every term, covenant and condition hereof.

31. ESTOPPEL CERTIFICATE. Tenant shall at any time upon not more than 15 days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer to the Leased Property. Failure to provide such certificate shall constitute a material breach of this Lease.

32. COVENANT OF QUIET ENJOYMENT. So long as it continues to perform in the manner required herein, the Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term hereof, including all renewals, the right to quietly and peacefully use and enjoy the Leased Property free from any annoyance, hindrance, or other

interference of any kind of the Landlord or any agent of the Landlord, except as hereinafter provided.

33. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provision of this section shall not apply to the payment of any Rent or other amounts due.

IN WITNESS WHEREOF, the parties hereto have been authorized to sign this Lease effective as of the date first set forth above.

LANDLORD:

ASBELL PROPERTIES, LLC, a Wyoming limited liability company

By: DocuSigned by: Susan Asbell 10/23/2018 10:14:24 AM MDT
D56F8799BFF0465
Susan L. Asbell-Martin, Managing Member

TENANT:

J&J Food Company, LLC, a Wyoming limited liability company

By: DocuSigned by: Jennifer Beastron 10/23/2018
D56F8799BFF0465
Jennifer Beastron, Member

By: DocuSigned by: Joe Mazga 10/23/2018
D56F8799BFF0465
Joe Mazga, Member

PERSONAL GUARANTEE & PROPERTY DEPICTION ON FOLLOWING PAGES

PERSONAL GUARANTEE

The undersigned, Jennifer Beastron and Joe Miazga, Guarantors, for good and valuable consideration, absolutely and unconditionally individually guaranty full and punctual payment and satisfaction of all Rent and all other obligations of Tenant in the amounts set forth in the Commercial Lease Agreement by and between J&J Food Company, LLC and Asbell Properties, LLC. This is a guaranty of payment and not of collection. Asbell Properties, LLC, a Wyoming limited liability company, as Landlord, can enforce this Guaranty against Guarantors even when Landlord has not exhausted Landlord's remedies against anyone or any entity obligated to pay pursuant to the Commercial Lease Agreement. Guarantors shall each be individually and jointly and severally liable with any and all other Guarantors and the Tenant entity. This guarantee express survives the Term, as may be renewed, of the Lease Agreement.

DocuSigned by:

Jennifer Beastron

Jennifer Beastron

Date: 10/23/2018

Address: PO Box 607 Wilson, WY 83014

DocuSigned by:

Joe Miazga

Joe Miazga

Date: 10/23/2018

Address: 560 W. Broadway #4 Po box 9831 Jackson WY. 83002

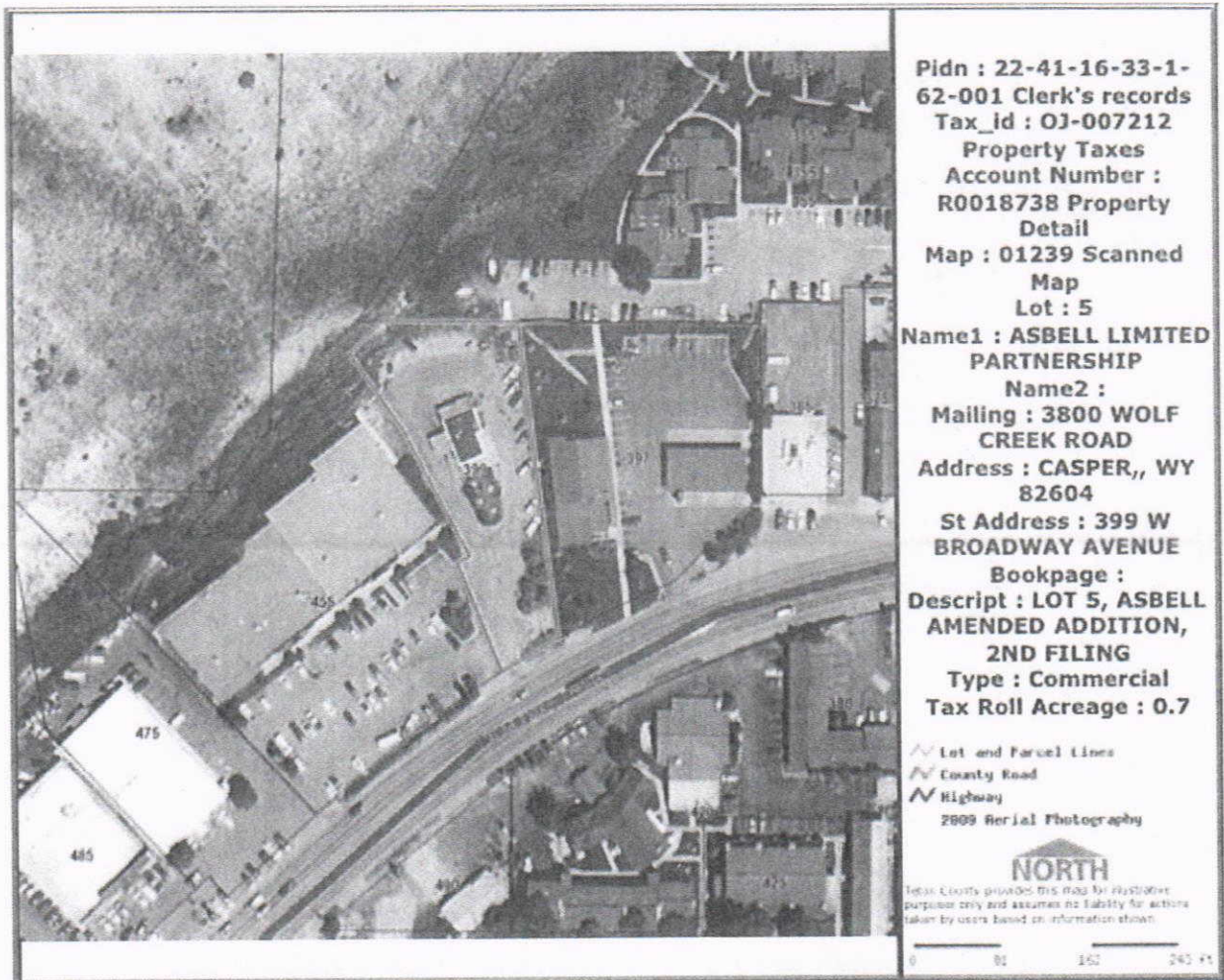
ASBELL PROPERTIES LLC PH. 307-234-0413 3800 WOLF CREEK RD. CASPER, WY 82604-4253		1624
PAY TO THE ORDER OF _____		DATE _____ 99.119/1023
FOR _____		\$ _____ DOLLARS
HILLTOP HILLTOP is a registered trademark of Hilltop Properties, LLC. All rights reserved.		
NO. [REDACTED] [REDACTED] [REDACTED]		

Void

SKETCH OR AERIAL PHOTOGRAPH SHOWING LEASED PROPERTY
(within yellow highlighted area)

Plat No. 1239 on following page

SKETCH OR AERIAL PHOTOGRAPH SHOWING LEASED PROPERTY
(within yellow highlighted area)



Plat No. 1239 on following

P.O. Box 4278

DS
JB

DS
JM

DS
SEA

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Joseph Albert Miazga
First Name Full Middle Name Last Name

[Redacted]
Date of Birth Social Security Number Driver License: State / Number

Male or Female
Circle one

11/4/18
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 4 day of November, 2018.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

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Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Jennifer Margaret Beastron
First Name Full Middle Name Last Name

[Redacted]
Date of Birth Social Security Number Driver License: State / Number

Male or Female
Circle one

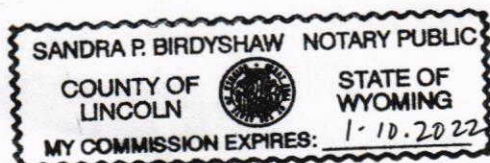
11/4/18
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)

Subscribed and sworn to before me this 4 day of November, 2018.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **J&J Food Company, LLC**

Filing ID **2018-000825039**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Current

Good

Good

Good

Sub Type **Close Limited Liability Company**

Formed in **Wyoming**

Term of Duration **Perpetual**

Filing Date

10/17/2018 1:38 PM

Delayed Effective Date

Inactive Date

Principal Address

399 West Broadway
Jackson, WY 83001

Mailing Address

PO Box 9831
Jackson, WY 83002

Registered Agent Address

Joseph Miazga
399 West Broadway
Jackson, WY 83001

Parties

Type **Name / Organization / Address**

Organizer **Joseph Miazga 399 West Broadway, Jackson, Teton County, WY 83001**

Notes

Date **Recorded By** **Note**

Annual Report History

Num **Status** **Date** **Year** **Tax**

Amendment History



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 26, 2018

MEETING DATE: December 3, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PREPARED BY: Sandy Birdyshaw

SUBJECT: Public Hearing to transfer ownership name on a Retail Liquor License –
from Lawrence B. Hartnett to Bud's Eastside LLC, still d/b/a Bud's Eastside Liquor

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance or transfer of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Council is then able to act on the issuance or transfer of a license.

BACKGROUND/ALTERNATIVES

The Town Council issued a retail liquor license to Lawrence B. Hartnett in October 2002 under the *dba* name of Helen's Market. The *dba* name was changed Bud's Eastside Liquor with the annual renewal approved in February 2004. Mr. Hartnett has held the license as an 'individual' since 2002.

In May of 2017, the District Court issued the sons of Lawrence Hartnett, named Benn and Thomas, Letters of Conservatorship allowing them to assist in the management of Mr. Hartnett's property. Tonight's application to transfer the name of the liquor license to a LLC is a part of the family's estate planning. The LLC is registered with the Secretary of State's office and is in good standing.

This transfer would be effective for the remaining liquor year (through March 31, 2019). If approved, a renewal application in the LLC name would be brought back to Council in February for the annual renewal hearing.

A license may not be renewed or transferred if Council finds from evidence presented at the hearing that any conditions found in W.S. 12-4-104 exist:

- (b) *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
 - (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*

- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

This application has been reviewed by the Town Clerk's office, Police Department, Town Attorney, Building and Planning Department, and Fire/EMS. The Wyoming Liquor Division has certified it as complete.

ATTACHMENTS

Application

FISCAL IMPACT

The fee to transfer ownership of a liquor license is \$100.00. Thereafter the annual license fee is \$1,500.00.

STAFF IMPACT

Minimal

LEGAL REVIEW

Complete - ACD

RECOMMENDATION

Staff recommends that Town Council approve the application, subject to the following conditions and restrictions:

1. Any additional minor corrections by staff and the Wyoming Liquor Division.

SUGGESTED MOTION

I move to approve the application transferring the ownership name of a retail liquor license from Lawrence B. Hartnett to Bud's Eastside LLC located at 582 East Broadway for the remaining 2018-19 liquor license year, subject to the conditions and restrictions listed in the staff report.

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Chief:

To be completed by Town Clerk

License Fees

Annual Fee:

\$

Local License # 113

Date filed with clerk:

11/13/2018

mths

Prorated Fee:

\$

Advertising Dates: (2 Weeks)

11/21

& 11/28

Transfer Fee:

\$ 100.00

✓

Publishing Fee:

\$ 100.00

✓

Hearing Date:

12 / 3 / 2018

License Term:

12

Month

/

3

Day

/

2018

Year

through

3

Month

/

31

Day

/

2019

Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Bud's Eastside LLC

Trade/Business Name (dba): Bud's Eastside Liquor

Building to be licensed/Building Address: 582 EAST BROADWAY

Number & Street

JACKSON WY 83001

City

TETON COUNTY

State

Zip

County

Mailing Address: P.O. Box 1823

Number & Street Name or P.O. Box

Jackson

City

WY

State

83001

Zip

Business Telephone Number: (307) 733-1181 Fax Number: (307) 733-9436

E-Mail Address: budseastside@yahoo.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

PT. LOT 3, BLOCK 1, REDMOND. ZONED OR (OFFICE RESIDENTIAL)

FILING FOR☐ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN** (CHOOSE ONLY ONE)☒ CITY OF: JACKSON☐ COUNTY OF:**FILING AS** (CHOOSE ONLY ONE)☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER☒ TRANSFER OWNERSHIP☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: LAWRENCE B. HARTNETT dba BUD'S EASTSIDE LIQUOR

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:

☐ ON-PREMISE ONLY
(BAR)☒ OFF-PREMISE ONLY
(PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS:**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/
PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL / PART-TIME☐ NON-OPERATIONAL / PARKED

If not full time, specify:

Months of Operation

from to

Days of Week (e.g. Mon through Saturday)

from Monday to Sunday

Hours of Operation (e.g. 10am to 2am)

from 12pm to 10pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)(1) **OWN** the licensed building?☐ YES (own)(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date April 1, 2024 located on page 1 paragraph 2(a) of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4(a) of lease.
(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address:	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Number & Street Name City, State & Zip DO NOT LIST PO BOX				
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address:	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Number & Street Name City, State & Zip DO NOT LIST PO BOX					
Lawrence B. Hartnett				0	100%	YES ☐ NO ☒	YES ☐ NO ☒
Benn R. Hartnett				0	0%	YES ☐ NO ☒	YES ☐ NO ☒
Thomas L. Hartnett				0	0%	YES ☐ NO ☒	YES ☐ NO ☒
Stephen C. Kirby				0	0%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

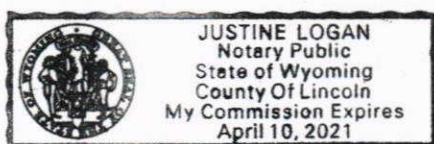
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

Signed and sworn to before me on this 18TH day of NOVEMBER, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>THOMAS L. HARTNETT</u> (Printed Name)	<u>CO-CONSERVATOR</u> Title
2) <u>[Signature]</u> (Signature)	<u>RENN R. HARTNETT</u> (Printed Name)	<u>CO-CONSERVATOR</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



SEAL)

[Signature]
Signature of Notary Public

My commission expires: 4/10/21



Bank of Jackson Hole
PO Box 7000
Jackson, WY 83002

November 13, 2018

To Whom It May Concern,

Please allow this letter to serve as verification of accounts in good standing for Bud's Eastside LLC. This business does have an open account with the Bank of Jackson Hole and the account is satisfactory.

Sincerely,

A handwritten signature in blue ink that reads "Karissa Dabel". The signature is fluid and cursive, with a large loop at the end.

Karissa Dabel
Personal Banker Training Specialist
5590 W Hwy 22
Wilson, WY 83014
307-732-3085

AUTHORIZATION OF TRANSFER AND
ASSIGNMENT OF RETAIL LIQUOR LICENSE

Lawrence B. Hartnett

This statement shall serve as authorization for the transfer of the Town of Jackson, Wyoming Retail Liquor License No. 113 currently held by Lawrence B. Hartnett to Bud's Eastside LLC, a Wyoming limited liability company, with a physical address of 582 E. Broadway, Jackson, Wyoming 83001, and a mailing address of P.O. Box 1823, Jackson, Wyoming 83001.

The undersigned hereby assigns all right, title and interest it may have in and to the Town of Jackson, Wyoming Retail Liquor License No. 113 to Bud's Eastside LLC, contingent upon the approval of the transfer of ownership and location by the Governing Body of the Town of Jackson, Wyoming.

Lawrence B. Hartnett

By: 

Thomas L. Hartnett, Co-Conservator

By: 

Benn R. Hartnett, Co-Conservator

IN THE DISTRICT COURT FOR THE NINTH JUDICIAL DISTRICT
OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 3149

IN THE MATTER of the)
Conservatorship of)
)
Lawrence B. Hartnett,)
)
An Adult.)

FILED
TETON COUNTY, WYOMING

MAY 04 2017

[Signature]
CLERK OF DISTRICT COURT

LETTERS OF CONSERVATORSHIP

Lawrence B. Hartnett, having been adjudged unable unassisted to properly manage his property by an Order Appointing Conservator issued by the District Court for the Ninth Judicial District of the State of Wyoming in and for Teton County; and Benn R. Hartnett and Thomas L. Hartnett, having been appointed by said Court as co-conservators of the estate of Lawrence B. Hartnett and having heretofore sworn and subscribed their oath to perform the duties of these offices according to law;

THESE LETTERS OF CONSERVATORSHIP ISSUE to confirm the appointment of Benn R. Hartnett and Thomas L. Hartnett as co-conservators of the estate of Lawrence B. Hartnett.

WITNESS, Anne Sutton, Clerk of the District Court for the Ninth Judicial District of the State of Wyoming in and for Teton County, with the Seal of the said Court affix this 4th day of May, 2017.

The State of Wyoming

County of Teton

I, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid. Do Hereby Certify the Foregoing to be a Full, True and Complete Copy.

Signed *[Signature]*

Anne C. Sutton
CLERK OF THE DISTRICT COURT

BY: *[Signature]*, Dep.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (referred to herein as "Lease Agreement" and/or "Lease") is made and entered into as of November 13, 2018 by and between Lawrence B. Hartnett (referred to as the "Landlord"), and Bud's Eastside LLC, a Wyoming limited liability company (referred to as the "Tenant") dba Bud's Eastside Liquor.

WHEREAS, Tenant would like to lease from Landlord that space known as 582 E. Broadway, Jackson Wyoming; and

NOW, THEREFORE, parties hereto hereby agree as follows:

1. **Premises.** For and in consideration of the covenants and agreements contained herein, Landlord does hereby lease to Tenant the following:

(a) "Premises" and "Leased Premises" shall mean exclusive use of western half of the first floor of the building located at 582 E. Broadway, Jackson, Wyoming consisting of _____ square feet. As long as this Lease remains in effect and Tenant is not in default hereunder, Tenant shall also have the nonexclusive right to use the parking lot in the rear of the building (the "Parking Lot") for deliveries. Tenant shall have no right to park in any space in the Parking Lot and shall endeavor to keep its customers from using the same.

2. **Term.**

(a) **Initial Lease Term.** The "Initial Lease Term" shall be defined as the period that commences on December 1, 2018 (the "Initial Term Commencement Date") and a term of 5 year and 4 months until April 1, 2024.

(b) **Renewal.** This Lease shall automatically renew on an 5 year basis thereafter, unless terminated in writing by Landlord or Tenant with notice to the other party six (6) months prior to the end the Initial Lease Term or any Renewal Term.

3. **Rent and Deposits.**

(a) **Initial Lease Term.** Tenant shall pay to Landlord _____ per month, which includes trash removal; Tenant shall be responsible for its own electricity, internet and phone service costs, janitorial and any other services required. Rent is subject to adjustment commencing on the first day of the calendar year and each year thereafter by the lesser _____ and a fractional amount equal to the excess, if any, of (i) the Consumer Price Index (as defined below) for October of the year prior to the increase becoming effective, over (ii) the Consumer Price Index for October of the year preceding the year prior to the increase becoming effective. Notice of such change shall be given at least thirty (30) days prior to the end of the calendar year. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U) contained in the CPI Detailed Report for September of each year as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. If the Consumer Price Index for Financial Services is negative, the annual rent will remain unchanged for such renewal term.

(c) **Payment Method.** All rent as provided for under this Lease shall be paid promptly when due at the first of the month, by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount except for damages sustained by Tenant as a result of Landlord's willful or negligent misconduct. Tenant shall pay all rent to Landlord at Landlord's notice address, or to any other person and place as Landlord may designate in writing from time to time.

4. **Restrictions on Use; Prohibition.**

(a) **Restrictions on Use.** Tenant covenants to use the Premises only for retail sales purposes and the Tenant is expressly authorized by Landlord to sell alcoholic and malt beverages at the Leased Premises, subject to and in accordance with all applicable law. Further, Tenant covenants and agrees: (a) not to knowingly conflict with the fire laws or regulations, or with any insurance policy upon the Premises or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments

and Tenant shall be answerable for all nuisances caused or suffered on the Premises; (b) not to damage or deface the Premises, hallways, stairways, parking facilities of the Premises, or the fixtures therein or used therewith; (c) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Premises, or which shall be contrary to any Law from time to time established by public authority; (d) not to place upon the exterior of the Premises, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Landlord or as already might exist; (e) to be responsible for the cost of removal of Tenant's bulk trash at time of move-in, during occupancy and move-out; and (f) not knowingly place a load on any floor, without the prior written consent of Landlord, that exceeds the established square foot capacity.

5. **Acceptance of Premises.** No representations have been made to Tenant respecting any condition of the Premises. By entry hereunder, Tenant accepts the premises in its present "as-is" condition, as being free from patent defects and in good, clean and sanitary order, condition and repair, and Tenant agrees to keep the Premises in such condition. Tenant further agrees on the last day of the term hereby created or sooner termination of this Lease, to surrender unto Landlord the premises in the same condition as when received, ordinary wear and tear excepted.

6. **Landlord's Right of Access.** The Landlord and Landlord's agents, employees or representatives, may enter the Leased Premises at any reasonable time after prior written notice to Tenant (i) for the purpose of inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease Agreement, or (ii) in order to make repairs, additions or alterations as the Landlord or Owner deems necessary.

7. **Alterations and Improvements.**

(a) **Alterations and Tenant Equipment.** Tenant shall be permitted within reason to install and remove trade fixtures, machinery, and equipment (collectively, "**Tenant Equipment**") without Landlord's written consent, provided that any such installation does not require any alteration to the roof, foundation, load bearing partitions, inner structural portions or structural components of the Premises and provided further that upon removal of Tenant Equipment the Premises shall be returned to the same condition that existed prior to installation of Tenant Equipment.

(b) **Limitations on Tenant's Ability to Alter Property.** Tenant shall not make any alterations, additions, or other improvements in or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed, but which shall be in Landlord's sole discretion to give or withhold.

(c) **Furnishings.** Landlord shall not provide any furnishings.

8. **Compliance.** Landlord and Tenant, at their own expense, shall each comply with all applicable rules, regulations or laws.

9. **Landlord Liability.** With the exception of any gross negligence or willful, intentional or illegal misconduct of Landlord and any action that would constitute a breach of this Lease, Landlord shall not be liable for any damage to, or loss of, property in the Premises belonging to Tenant, its employees, agents, invitees or visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Tenant, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Tenant, Tenant's agents, employees, invitees or visitors. Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the Premises through or under Tenant, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence or willful, intentional or illegal misconduct of Landlord. In no event shall Landlord be liable to Tenant for any consequential damages sustained by Tenant arising out of the loss or damage to any property of Tenant.

10. Indemnity.

(a) Indemnification of Landlord. Tenant covenants and agrees to indemnify, defend, and hold Landlord and its successors and assigns, harmless from and against any and all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person(s), firm(s) or corporation(s) whomsoever, or property occurring on or about the Premises, for any cause whatsoever, by reason of or arising from (a) any default, breach or violation by Tenant under this Lease, (b) any grossly negligent or other willful tortious act of Tenant, its agents, employees, subtenants, assignees, invitees or visitors of the Premises with respect to the Premises, or (c) the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises.

(b) Indemnification of Tenant. Landlord agrees to indemnify and save Tenant harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof and accountants' fees arising from any breach or default on the part of Landlord (a) in the performance of any covenant or agreement on the part of the Landlord to be performed pursuant to the terms of this Lease or (b) from any grossly negligent or other willful tortious act of Landlord, its agents, contractors, servants, employees, concessionaires or licensees, in or about the Premises. In case of any action or proceeding brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord covenants to defend such action or proceeding. Tenant does not waive claims for damage to person or property sustained by Tenant or Tenant's employees, agents, servants, invitees and customers, resulting from the Premises or any equipment or appurtenances thereunto which was the obligation of Landlord pursuant to this Lease.

(c) Survival. The provisions of this Section shall survive the termination of this Lease.

11. Assignment, Subletting and Financing.

(a) The Tenant may not sublease or assign this Lease.

(b) Landlord shall have the right to assign this Lease, collaterally or otherwise, without Tenant's consent. If Landlord transfers or assigns its interest in this Lease to a person or entity expressly assuming the Landlord's obligations hereunder, Landlord shall thereby be released from any further responsibility hereunder as of the date of said assignment, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

12. Default.

(a) Default by Tenant. Each of the following events shall constitute an "Event of Default" under this Lease: (1) Tenant fails to pay any rent payable by Tenant under this Lease, or any part thereof, within 10 days following the due date and fail to cure such failure within 10 days after Landlord delivers written notice of such failure to Tenant, or (2) Tenant Fails to comply with any other term of this Lease.

(b) Landlord's Remedies. If any Event of Default occurs, Landlord shall have the right, at its election, at any time, to terminate this Lease and seek legal damages as Landlord may deem necessary.

13. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) -day period and thereafter diligently prosecutes the same to completion.

14. Covenant of Title and Quiet Enjoyment. Landlord covenants that it has full right, power and authority to enter into this Lease, and that Tenant upon the payment of the rents and performance of the covenants

hereunder shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Term or any renewal or extension thereof.

25. Miscellaneous.

(a) Construction. As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires.

(b) Integration. This Lease constitutes the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for herein.

(c) Notices. All notices, demands, requests, and other communications required or permitted under this Lease shall be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party; or (b) the same day as deposited with a private courier or overnight delivery service; (c) the same day as sent via facsimile (transmission confirmed); or (d) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices shall be transmitted by one of the methods described above to the addresses set out below, or at such other addresses as specified by notice delivered in accordance herewith:

To Landlord at: Lawrence B. Hartnett
 Attn: Thomas L. Hartnett, Co-Conservator
 PO Box 1823
 Jackson, WY 83001

To Tenant at: Bud's Eastside LLC
 Attn: Benn R. Hartnett
 PO Box 1823
 Jackson, WY 83001

(d) Survival. All of Landlord's and Tenant's obligations established by and arising under this Lease shall survive the expiration or termination of this Lease.

(e) Binding Effect. Each of the provisions of this Lease shall extend to, bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns (if permitted).

(f) Modification. No modification, waiver or amendment of this Lease or of any of its provisions shall be binding upon a party unless in writing signed by such party.

(g) No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

(h) Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

(i) Severability. If any provision of this Lease is deemed or held to be illegal, invalid or unenforceable, this Lease shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Lease shall remain in full force and effect.

(j) Authority to Bind. The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms.

(k) Time of Essence. Time is of the essence of each of the provisions of this Lease.

(l) Attorneys' Fees. If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Lease, the court shall award the prevailing party in such action all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

(m) Governing Law. Landlord and Tenant expressly acknowledge that (i) Tenant's obligation to pay rent hereunder arises and accrues in Teton County, Wyoming; and (ii) that rent payable hereunder is due and payable in Teton County, Wyoming. Accordingly, this Lease and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Wyoming. Unless expressly waived by Landlord, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Lease shall be the appropriate Court for Teton County, Wyoming, or the United States District Court for the District of Wyoming, and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

(n) Limitation of Liability. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or Tenant, its partners or its principals, officers, directors or shareholders, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement of either party not to unreasonably withhold its consent or approval.

(o) Warranty of Habitability and Fitness for Particular Purpose. There are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease.

(p) Conditions that Prevent Performance. Whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, neither party shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Landlord and/or Tenant.

(q) Holdover. Any holding over after the expiration of the Lease Agreement term without Landlord's written consent shall be construed as a tenancy at sufferance, and Tenant shall be subject to proceedings for forcible entry and detainer.

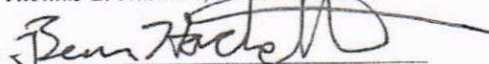
IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective on the day and year first above written.

LANDLORD:

Lawrence B. Hartnett

By: 

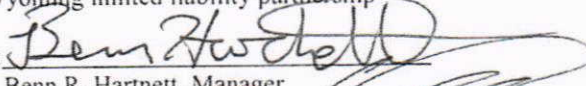
Thomas L. Hartnett, Co-Conservator

By: 

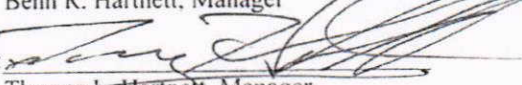
Benn R. Hartnett, Co-Conservator

TENANT:

BUD'S EASTSIDE LLC
a Wyoming limited liability partnership

By: 

Benn R. Hartnett, Manager

By: 

Thomas L. Hartnett, Manager

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

2018 Liquor License
Renewal Application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

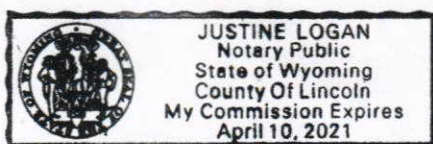
Full Legal Name: THOMAS LAWRENCE HARTWELL
First Name Full Middle Name Last Name

[REDACTED] [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one
11/13/18 [REDACTED] [REDACTED]
Date Signed Applicant Signature

State of WYOMING)
County of TETON)ss

Subscribed and sworn to before me this 13TH day of NOVEMBER, 2018.

(SEAL)



Justine Logan
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

2018 Liquor License
Renewal Application

AFFIDAVIT of AUTHORIZATION

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Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: BENN ROBERT HARTNETT
First Name Full Middle Name Last Name

[REDACTED] [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

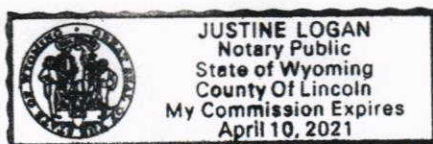
11/13/18
Date Signed

Benn Hartnett
Applicant Signature

State of WYOMING)
County of TETON)ss

Subscribed and sworn to before me this 13TH day of NOVEMBER, 2018.

(SEAL)



Justine Logan
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Bud's Eastside LLC**

Filing ID **2018-000827181**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

11/02/2018 9:38 AM

Principal Address

582 E. Broadway
Jackson, Wyoming 83001

Mailing Address

PO Box 1823
Jackson, Wyoming 83001

Registered Agent Address

Thomas L Hartnett
161 Aspen Dr
Jackson, WY 83001

Parties

Type Name / Organization / Address

Organizer Thomas L. Hartnett PO Box 1392, Jackson, WY 83001

Notes

Date Recorded By Note

Annual Report History

Num Status Date Year Tax

Amendment History

ID Description Date



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 29, 2018
MEETING DATE: DECEMBER 3, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEMS P18-330:** A REQUEST FOR APPROVAL OF AN AMENDMENT TO THE WESTVIEW TOWNHOMES DEVELOPMENT PLAN, SPECIFICALLY TO AMEND THE EMPLOYEE HOUSING MITIGATION PLAN FOR THE PROPERTY LOCATED AT 1255 WEST HIGHWAY 22.

OWNER: FSD INVESTMENTS, LLC

APPLICANT: FODOR LAW OFFICE

STATEMENT/PURPOSE

Staff is requesting that the consideration to amend the Westview Townhomes Development Plan, specifically to amend and replace the approved housing mitigation plan from the Master Tenant restriction to a Special Workforce Restriction, be continued to the next regularly scheduled Town Council meeting on December 17, 2018

SUGGESTED MOTION

I move to **continue** this item to the next regularly scheduled Town Council meeting on December 17, 2018.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: NOVEMBER 27, 2018
MEETING DATE: DECEMBER 3, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

SUBJECT: **ITEM P18-286:** A REQUEST FOR FINAL PLAT APPROVAL FOR THE ONE TOWN HILL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

APPLICANT/OWNER: CCC'S TOWN HILL LOFTS, LLC.

REPRESENTATIVE: MATTHEW GOTHAM, JORGENSEN ASSOCIATES, P.C.

REQUESTED ACTION

The applicant is requesting approval of a Final Plat for the One Town Hill Condominium Addition to the Town of Jackson, mixture of commercial and residential condominium units.

At this time, the applicant requesting to continue this item to the Town Council meeting scheduled on December 17, 2018.

SUGGESTED MOTION

I move to **continue** Item #P18-286 to the Town Council meeting scheduled on December 17, 2018.

ORDINANCE P

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

There is hereby added Chapter 8.36 of Title 8 Disposable Bag Requirements of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.36 DISPOSABLE BAG REQUIREMENTS

Sections:

8.36.010	Legislative Findings
8.36.020	Definitions
8.36.030	Single-Use Disposable Plastic Bag Prohibition
8.36.040	Disposable Paper Bag Fee Requirements
8.36.050	Collection and Remittance of the Waste Reduction Fee
8.36.060	Exemptions
8.36.070	Audits and Violations

8.36.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the natural environment, economy, and health of its citizens and guests; and

WHEREAS, the Town, pursuant to Resolution 15-18 (“A Resolution Adopting Zero Waste as a Guiding Principle and Supporting the Creating of a Zero Waste Plan”) is committed to: pursuing a waste diversion goal of sixty percent (60%) or better; preserving Jackson’s unique environmental resources for generations to come by limiting environmental degradation and waste; and promoting practices that are sustainable and minimize harms to the natural environment; and

WHEREAS, the Town, pursuant to Resolution 12-001 (“A Resolution Certifying the Illustration of Our Vision Chapter of the Jackson/Teton County Comprehensive Plan as Part of the Comprehensive Master Plan for the Town of Jackson, Wyoming and Teton County, Wyoming”) is committed to minimizing the amount of solid waste it directs to landfills with a goal of “zero waste” by increasing efforts such as recycling and composting of waste; and

WHEREAS, the Town, pursuant to Resolution 17-08 (“A Resolution Recognizing Jackson Hole as a World-Leading Sustainable Community and Destination”) is committed to be a model of sustainability and support public and private sustainability efforts; and

WHEREAS, in the Town, innumerable single-use disposable plastic bags are used each year that cannot be recycled in a cost-effective manner; and

WHEREAS, single-use disposable plastic bags create waste, pollute the Town's waterways, roadways, landscapes and harm wildlife populations; and

WHEREAS, the Town Council finds and determines that prohibiting single-use disposable plastic bags and requiring a charge for disposable paper bags and reusable plastic bags at grocers, large retailers, retailers and retail stores would address the environmental and health problems associated with such use, would relieve Town taxpayers of the costs incurred by the Town in conjunction therewith, and would be in the best interest of the public health, safety, and welfare of the Town.

8.36.020 Definitions

As used in this Chapter the following definitions apply:

- A. *Disposable Paper Bag* means a bag made predominantly of paper that is provided to a customer by a Grocer, Large Retailer, Retailer and Retail Store at the point of sale for the purpose of transporting goods which is subject to the Town's Waste Reduction Fee.
 - 1. Disposable Paper Bag does not include the following:
 - a. Paper Bags used by consumers inside Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Provided for the sale of gift cards and post cards.
- B. *Fast Food Restaurant* means a retail food establishment where food and beverages are:
 - 1. Prepared in advance of customer orders or are able to be quickly prepared for consumption on or off premises; and
 - 2. Are ordered and served over counters or at drive-through windows; and
 - 3. Are paid for before being consumed.
- C. *Grocer* means a retail establishment or business within the Town limits that is a full-line, self-service market with a retail market area more than Five Thousand (5,000) square feet and which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
- D. *Large Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind directly to a customer that has a building square footage greater than Nineteen Thousand (19,000) square feet.
- E. *Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind, directly to a customer.
- F. *Retail Store* includes, without limitations, any department store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, gas station, and any other retail store or vendor.
 - 1. *Retail Store* for the purposes of this ordinance does not include:
 - a. Vendors at a farmers' market, excluding any of the vendors' associated permanent business location(s);

- b. Fast Food Restaurants; or
- c. Art galleries and Art Fairs.

G. *Reusable Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from a material other than plastic that can be cleaned and disinfected regularly.

H. *Reusable Plastic Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from plastic that is at least four millimeters (4 mil) thick.

I. *Single-Use Disposable Plastic Bag* means any bag that is less than four millimeters (4 mil) thick and is made predominately of compostable or non-compostable plastic that is provided to a customer by a Grocer, Large Retailer, Retailer, or Retail Store at the point of sale for the purpose of transporting goods.

1. Single-Use Disposable Plastic Bag does not include the following:

- a. Bags used by consumers inside Grocers, Larger Retailer, Retailer, and Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Contain or wrap fresh or frozen meat or fish; or
 - 3. Contain or wrap flowers or potted plants; or
 - 4. Contain unwrapped prepared foods or unwrapped bakery goods.
- b. Bags provided by pharmacists to contain prescription drugs.
- c. Newspaper bags, door hanger bags, dry cleaning bags, or bags sold in packages containing multiple bags intended to enclose garbage, pet waste, or yard waste.

J. *Waste Reduction Fee* means the Town fee of Twenty Cents (\$.20) imposed and required to be paid by each consumer making a purchase from a Grocer, Large Retailer, Retailer, or Retail Store for each Disposable Paper Bag and Reusable Plastic Bag used during the purchase at the point of sale.

8.36.030 Single-Use Disposable Plastic Bag Prohibition

- A. On and in perpetuity after April 15th, 2019, no Grocer or Large Retailer shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- B. On and in perpetuity after November 1st, 2019, no Retailer or Retail Store shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- C. Nothing in this section shall preclude any person or organization from making Reusable Bags available for sale or for no cost to customers.

8.36.040 Disposable Paper Bag Fee Requirements

- A. Effective on and after April 15th, 2019, Grocers and Large Retailers shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.
- B. Effective on and after November 1st, 2019, Retailers and Retail Stores shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.

- C. Grocers, Large Retailers, Retailers and Retail Stores shall record the number of Disposable Paper Bags and Reusable Plastic Bags provided at the point of sale and the total amount of the Waste Reduction Fee charged on the customer transaction receipt.
- D. Grocers, Large Retailers, Retailers and Retail Stores shall not refund to the customer any part of the Waste Reduction Fee or pay the Waste Reduction Fee for the customer or advertise or state to any customer that any part of the Waste Reduction Fee will be refunded to the customer.
- E. For the purposes of this subsection, a restaurant is not a Grocer, Large Retailer, Retailer or Retail Store.

8.36.050 Collection and Remittance of the Waste Reduction Fee

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall retain Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee it collects.
- B. The remaining Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee collected by each Grocer, Large Retailer, Retailer and Retail Store shall be due and remitted to the Town of Jackson Finance Department for each quarter on the following days: April 30, July 31, October 31, and January 31. The Town shall provide the necessary forms for Grocers, Large Retailers, Retailers and Retail Stores to file with each quarter's remittance.
- C. The Waste Reduction Fees collected by the Grocers, Large Retailers, Retailers and Retail Stores paid to the Town of Jackson Finance Department shall be deposited into the Waste Reduction Fee account.
- D. The Town of Jackson Finance Department shall remit all funds collected pursuant to this ordinance to the Teton County Integrated Solid Waste and Recycling Division.
- E. The Waste Reduction Fee shall be administered by the Teton County Integrated Solid Waste and Recycling Division.
- F. Waste Reduction Fees deposited in the Waste Reduction Account shall be used for the costs of the Plastic Bag Outreach Plan managed by Integrated Solid Waste and Recycling, which includes only:
 - 1. Integrated Solid Waste and Recycling-sponsored reusable bag distribution and retailer support; and
 - 2. Community litter clean up; and
 - 3. Integrated Solid Waste and Recycling Zero Waste Infrastructure and Program.
- G. No Waste Reduction Fee collected in accordance with this ordinance shall be used to supplant funds appropriated as part of The Town of Jackson Annual Budget.
- H. No Waste Reduction Fee collected in accordance with this ordinance shall revert to the Town of Jackson General Fund at the end of the fiscal year, or at any other time.

8.36.060 Exemptions

A Grocer, Large Retailer, Retailer or Retail Store may provide a Disposable Paper Bag or a Reusable Plastic Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a state or federal food assistance program.

8.36.070 Audits and Violations

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall maintain accurate and complete records of the Waste Reduction Fees collected, the number of Disposable Paper Bags and Reusable Plastic Bags provided to customers, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It is the duty of each Grocer, Large Retailer, Retailer and Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years beginning at the end of the calendar year of such records.

- B. If requested, each Grocer, Large Retailer, Retailer and Retail Store shall make its records available for audit by the Town Manager or his/her designee during regular business hours for the Town to verify compliance with the provisions of this Chapter. All such records shall be treated as confidential commercial documents.
- C. Violation(s) of any of the requirements of this Chapter subject a Grocer, Large Retailer, Retailer and Retail Store to the following penalties:
1. Any Person upon conviction of a violation of any provision of this ordinance, shall be subject to the following penalties:
 - a. Fifty Dollars (\$50.00) for the first conviction.
 - b. One Hundred Dollars (\$100.00) for the second conviction.
 - c. For the third and all subsequent convictions there shall be a mandatory Jackson Municipal Court appearance and such penalty as may be determined by the Jackson Municipal Court pursuant to Jackson Municipal Code § 1.12.010.
 2. No more than one (1) citation shall be issued to a Grocer, Large Retailer, Retailer or Retail Store within any seven (7) calendar days.
- D. If payment of any portion of the Waste Reduction Fee is not received by the Town Finance Department on or before the due dates set forth on 8.36.050.B, a Ten Dollar (\$10.00) late fee shall be imposed per month until said payment is received.

SECTION II

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 19TH DAY OF NOVEMBER, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE 1203 (Q)

AN ORDINANCE ADDING CHAPTER 16.50 TO THE MUNICIPAL CODE OF THE JACKSON ESTABLISHING AN OFFICE OF THE HOUSING OMBUDSMAN; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Chapter 16.50 of the Municipal Code of the Town of Jackson is hereby created to read as follows:

Chapter 16.50. Office of the Housing Ombudsman

16.50.001. Legislative Purpose

It is the intent of the Town Council of the Town of Jackson, Wyoming to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the Town of Jackson Town Council.

16.50.002. Creation of Office

The Office of Housing Ombudsman is hereby established in the Town of Jackson by virtue of W.S. 15-1-103(xli) for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the Town of Jackson, Wyoming.

16.50.003. Appointment

The Town of Jackson Victim Services Division of the Jackson Police Department shall serve as Housing Ombudsmen. This arrangement helps to guarantee the independence of the Housing Ombudsmen, who are not only providing a direct service to citizens but are performing a role in legislative oversight of the Town of Jackson Housing Ombudsman program by reporting to the Chief of Police and the Town Council.

16.50.004. Qualifications

- A. The Housing Ombudsman shall be a person of recognized judgment, objectivity and integrity who is well-equipped to analyze problems of law, administration and public policy.
- B. No person while serving as Ombudsman:
 - 1. Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as Ombudsman; or,
 - 2. Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.
- C. The Housing Ombudsman shall follow the policies, rules and procedures as adopted by the Town for the Office of Housing Ombudsman.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE 5TH DAY OF NOVEMBER, 2018.

PASSED 2ND READING THE 19TH DAY OF NOVEMBER, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____

Pete Muldoon, Mayor

ATTEST:

BY: _____

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1203 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the 5TH day of December, 2018.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE 1204 (R)

AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) AND SECTIONS 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SIGN CODE STANDARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of the Town of Jackson Ordinance Numbers 1151 (PART), 1197 (PART), 1162 (PART), AND 1074 (PART) and Sections 5.6.1.B.4.a, 5.6.1.B.4.b, 5.6.1.B.4.d, 5.6.1.B.4.g, 5.6.1.B.4.i, 5.6.1.C.3.a, 5.6.1.C.5.a, 5.6.1.C.5.b, 5.6.1.C.5.e, and 5.6.1.D.8 of the Town of Jackson Land Development Regulations are hereby repealed.

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, clauses, 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 and distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinances.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE 5TH DAY OF NOVEMBER, 2018.

PASSED 2ND READING THE 19TH DAY OF NOVEMBER, 2018.

PASSED AND APPROVED THE _____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1204 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the 5TH day of December, 2018.

I further certify that the foregoing ordinance was duly recorded on Page _____ of Book ____ of the Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: December 3, 2018
RE: Town Manager's Report

January CAST Meeting

The January 2019 CAST meeting will be held in our community January 16-18, 2019. Among the topics for discussion, included are Topics for the agenda include emergency planning lessons learned from the August 2017 Total Solar Eclipse and the five-day power outage in February 2017, Jackson's successful air program, traffic reduction and transportation demand management. The meetings will be held in Teton Village. As part of the meeting, the Town and County will be hosting a reception at the Wort in the Goldpiece Room on January 16th from 5:30 pm-7:30 pm. Please let us know if you plan on attending the meetings so that we can get you registered.

Town Council Retreat

The Town Council Retreat dates have been set for January 14 and 15 and the Fireside room at the Grandview Lodge has been reserved. We will be working on gathering a draft list of items for discussion at the retreat for the Mayor and Council's consideration. If you have specific items you would like to include for consideration, please email Roxanne Robinson or Larry Pardee.