

1. Agenda

Documents:

[TOWN COUNCIL REGULAR MEETING AGENDA - ENGLISH.PDF](#)
[TOWN COUNCIL REGULAR MEETING AGENDA - ESPANOL.PDF](#)

2. Opening

Documents:

[PROCLAMATION FOR ROBOTICS DAY.PDF](#)
[RECOGNITION OF OLYMPIANS.PDF](#)

3. Consent Calendar

Documents:

[BID 18-10 - AWARD OF CONTRACT FOR THE 2018 SNOW KING ESTATES WATER MAIN IMPROVEMENTS PROJECT.PDF](#)
[BID 18-11 - AWARD OF CONTRACT FOR THE SMITH-SIMON LANE SEWER IMPROVEMENT PROJECT.PDF](#)
[BID 18-12 - AWARD OF CONTRACT FOR THE 2018 SPRING STREET PATCHING PROJECT.PDF](#)
[BIKE SHARE MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF PATHWAYS.PDF](#)
[DISBURSEMENTS.PDF](#)
[FEBRUARY 5, 2018 REGULAR MEETING.PDF](#)
[FEBRUARY 6-7, 2018 COUNCIL RETREAT.PDF](#)
[JANUARY 2018 MUNICIPAL COURT REPORT.PDF](#)
[LOCAL GOVERNMENT VIRTUAL NET METERING SOLAR INTERCONNECTION AGREEMENT.PDF](#)
[SPECIAL EVENT WORLD CHAMPIONSHIP HILL CLIMB.PDF](#)

4. Public Hearings, Discussion And/Or Possible Action Items

Documents:

[ANNUAL LIQUOR LICENSE RENEWALS.PDF](#)
[ITEM P17-192.PDF](#)
[RETAIL LIQUOR LICENSE TRANSFER OF OWNERSHIP APPLICATION FROM THE MATTHEIS COMPANY TO GET LOOSE, LLC.PDF](#)

5. Matters From Mayor And Council

Documents:

[SIGN CODE.PDF](#)

6. Matters From The Town Manager

Documents:

[TOWN MANAGERS REPORT.PDF](#)

Jackson Town Council Regular Meeting

Tuesday, February 20, 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
- B. Pledge of Allegiance
- C. Roll Call
- D. Announcements/Proclamations
 - 1. Recognition of Olympians Resi Stiegler and Breezy Johnson
 - 2. Proclamation for Robotics Day

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

- A. Minutes
 - 1. February 5, 2018 regular meeting
 - 2. February 6-7, 2018 Council retreat
- B. Disbursements
- C. January 2018 Municipal Court Report
- D. Local Government Virtual Net Metering Solar Interconnection Agreement
- E. Bid 18-10: Award of Contract for the 2018 Snow King Estates Water Main Improvement Project
- F. Bid 18-11: Award of Contract for the Smith-Simon Lane Sewer Improvement Project
- G. Bid 18-12: Award of Contract for the 2018 Spring Street Patching Project
- H. Bike Share Memorandum of Understanding
- I. Special Event: World Championship Hill Climb

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

- A. Administration
 - 1. Annual Liquor License Renewals (Sandy Birdyshaw, Town Clerk)
 - 2. Retail Liquor License Transfer of Ownership Application from The Mattheis Company to Get Loose, LLC (Sandy Birdyshaw, Town Clerk)
- B. Planning
 - 1. **Item P17-192:** Conditional Use Permit for three Parking Light Antennas in Hospital Parking Lot at 610 E. Broadway (Paul Anthony, Principal Planner)

V. RESOLUTIONS

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.

VI. ORDINANCES

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Sign Code (Don Frank)
- B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

Reunion ordinaria del Consejo de el Pueblo de Jackson

Martes, 20 de febrero del 2018
6:00 PM
Camaras del Ayuntamiento

AVISO: EL VIDEO Y AUDIO DE ESTA REUNIÓN SE TRANSMITEN AL PÚBLICO A TRAVÉS DE DISPOSITIVOS DE INTERNET Y MÓVILES CON OPINIONES QUE COMPRENDEN TODAS LAS ÁREAS, PARTICIPANTES Y MIEMBROS DE LA AUDIENCIA

POR FAVOR, SILENZAR TODOS LOS DISPOSITIVOS ELECTRÓNICOS DURANTE LA REUNIÓN

I. APERTURA

- A. Llamar a orden
- B. Juramento de lealtad
- C. Llamada de rol
- D. Anuncios/Proclamaciones
 - 1. Reconocimiento de los atletas olímpicos Resi Stiegler y Breezy Johnson

II. COMENTARIO PUBLICO

Esta sección está reservada para las preguntas y comentarios del público en artículos que no están incluidos de otra manera en esta agenda. Si desea comunicarse con el Consejo durante la reunión, por favor dirigirse a ellos durante el comentario público abierto, cuando los comentarios del público se pidió en un artículo específico, o enviar un correo electrónico a Council@jacksonwy.gov.

III. CALENDARIO DE CONSENTIMIENTO

- A. Minutos
 - 1. 5 de Febrero del 2018, reunion regular
 - 2. 6 y 7 de Febrero del 2018, Retiro del Consejo
- B. Desembolsos
- C. Informe del Tribunal Municipal de Enero de 2018
- D. Acuerdo de interconexión solar virtual de red virtual con el gobierno local
- E. Oferta 18-10: Adjudicación del contrato para el proyecto principal de mejora de agua Snow King Estates de 2018
- F. Oferta 18-11: Adjudicación del contrato para el proyecto de mejora de alcantarillado Smith-Simon Lane
- G. Oferta 18-12: Adjudicación del contrato para el proyecto de parches de primavera 2018
- H. Memorando de Entendimiento de Bike Share
- I. Evento especial: Campeonato Mundial Hill Climb

IV. AUDIENCIAS PUBLICAS, LA DISCUSSION Y/O POSIBLES ARTICULOS DE ACCION

- A. Administración
 - 1. Renovaciones anuales de la licencia de licor (Sandy Birdyshaw, empleado del pueblo)
 - 2. Solicitud de transferencia de propiedad de licencia de licor de The Mattheis Company a Get Loose, LLC (Sandy Birdyshaw, Secretaria del Ayuntamiento)

Tenga en cuenta que en cualquier momento de la reunión, el alcalde y el Consejo podrán cambiar el orden de los elementos que figuran en esta agenda. Con el fin de asegurarse de que está presente en el momento en que se discute el tema de interés, por favor unirse a la reunión a principios de escuchar cualquier cambio en el horario o agenda.

B. Planificación

- 1. Artículo P17-192:** Permiso de uso condicional para tres antenas de luz de estacionamiento en el estacionamiento del hospital en 610 E. Broadway (Paul Anthony, planificador principal)

V. RESOLUCIONES

VI. ORDENANZAS

VII. MATERIA DEL ALCALDE Y DEL CONSEJO

- Código de signo (Don Frank)
- Informes de la Junta y la Comisión

VIII. ASUNTOS DEL ADMINISTRADOR DE LA CIUDAD

- Informe del administrador municipal

IX. APLAZAR

Tenga en cuenta que en cualquier momento de la reunión, el alcalde y el Consejo podrán cambiar el orden de los elementos que figuran en esta agenda. Con el fin de asegurarse de que está presente en el momento en que se discute el tema de interés, por favor unirse a la reunión a principios de escuchar cualquier cambio en el horario o agenda.

Proclamation for Robotics Day

WHEREAS, programs such as *For Inspiration and Recognition of Science and Technology*, also known as “*FIRST*”, are essential in fostering science, technology, engineering, and math (STEM) education in our children; and

WHEREAS, having been in existence for nine years, the Jackson Hole High School RoboBroncs were founded to inspire students to pursue education and careers in STEM; and

WHEREAS, coached by Gary Duquette and Josh Byrnes, the RoboBroncs will be competing against 45 other teams in *FIRST*’s Robotics Challenge in Salt Lake City and Denver, in hopes of qualifying for the April International Championships held in Houston, Texas; and

WHEREAS, during the extracurricular build season, students work toward a goal of winning the Chairman’s Award, which is *FIRST*’s most prestigious award recognizing the team that creates a highly functioning robot and communicates effectively within their school and community; and

WHEREAS, the RoboBroncs create community awareness of STEM education and careers by partnering with local organizations in community service, they also mentor over twenty elementary, middle school, and junior high school teams; and

WHEREAS, several local engineers serve as professional mentors to the RoboBroncs providing exceptional resources to the team; team members are eligible for 50 million dollars in scholarships and three out of five applicants receive awards; and

WHEREAS, it is important to fully recognize the ingenuity, hard work, and dedication of the RoboBroncs team for their competition efforts in *FIRST*’s Robotics Challenge, and the importance of building early proficiency in science, technology, engineering, and math as an essential component of healthy communities and today’s global marketplace.

NOW, THEREFORE, I, Pete Muldoon, Mayor of the Town of Jackson, on behalf of the Town Council and the entire Jackson Hole community, wish the Jackson Hole RoboBroncs team success in this year’s *FIRST* Robotics Challenge and hereby proclaim Wednesday, February 28th, 2018 as Robotics Day.

DATED THIS 20th DAY OF FEBRUARY, 2018.

Town of Jackson

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk



THE VICE PRESIDENT

WASHINGTON

February 2, 2018

The Honorable Pete Muldoon
Mayor of Jackson
Post Office Box 1687
Jackson, Wyoming 83001

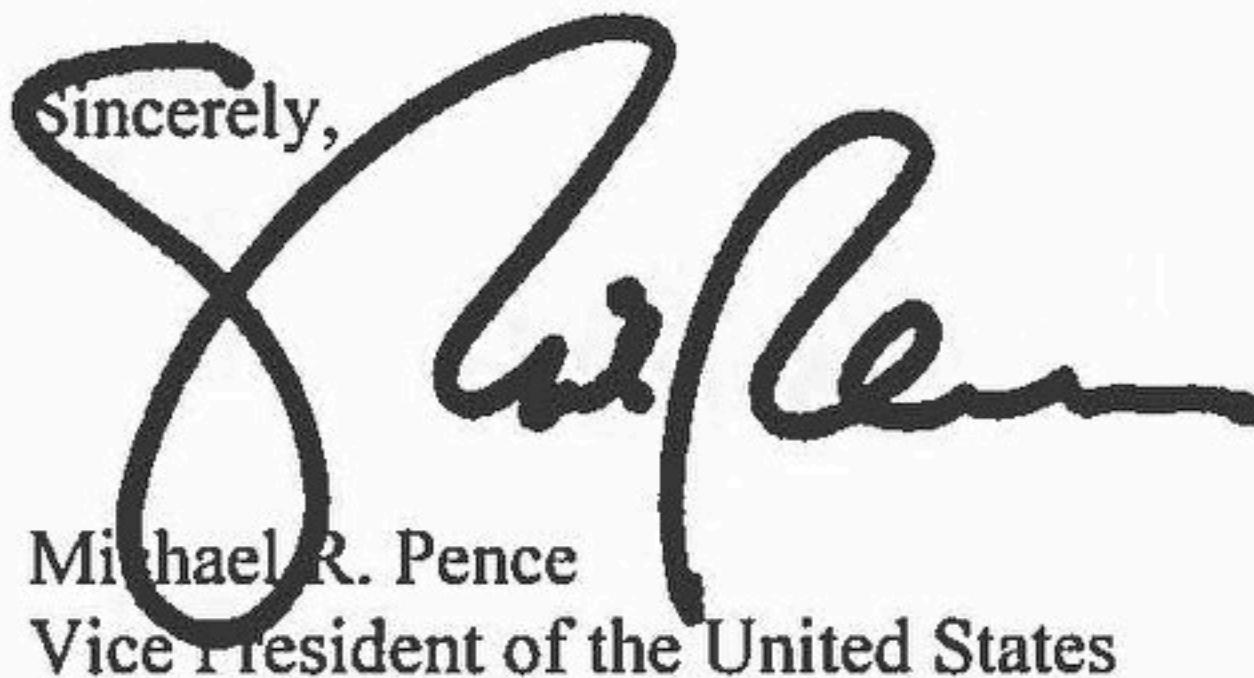
Dear Mayor Muldoon:

As leader of the United States delegation to the 2018 Olympic Winter Games, I am proud to join the people of Jackson in honoring your community's own Breezy Johnson and Resi Stiegler as members of the U.S. Olympic Team in PyeongChang, South Korea.

Together, the members of our Olympic Team represent the strength of our Nation and the destiny of American greatness at home and around the world. I join Americans everywhere in applauding these athletes and cheering them on as they reach for their dreams.

On behalf of the American people, I want you to know how proud we are of your community for representing America on the world stage. Please know that I will be rooting for your hometown Olympians and rallying behind Team U.S.A. as they compete in the XXIII Olympic Winter Games in PyeongChang.

May God bless the people of Jackson, may God bless our 2018 Olympic Team, and may God bless the United States of America.

Sincerely,

Michael R. Pence
Vice President of the United States



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: February 14, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Larry Pardee

PRESENTER: Josh Frappart, Associate Engineer

SUBJECT: Request Council approval for the construction of the 2018 Snow King Estates Water Main Improvements Project

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the construction of the 2018 Snow King Estates Water Main Improvement Project

BACKGROUND/ALTERNATIVES

The Town of Jackson's Water Main Improvement Projects have been in place for many years in an effort to address areas within our existing water system that have reached their life span and are in need of being upgraded to current construction standards. The 2018 Snow King Estates Water Main Improvement Project intends to address the ongoing issues the Town has had with the age and condition of the existing water mains with Snow King Drive and Snow King Court.

The proposed project generally consists of constructing approximately 5,700 lineal feet of new 8-inch HDPE water mains, 1 pressure reducing system, 12 fire hydrants, valves, water service lines, and water connections, abandonment of existing mains, temporary water service connections, 350 lineal feet of 8-inch PVC sewer main, 4 sewer manholes, sewer service connections, plant mix pavement surface repair and other related appurtenances. Weather permitting, the project is scheduled to be completed between April 1st and October 31st, 2018.

The project was advertised in the JH News & Guide Weekly for three weeks beginning January 17th, 2018.

The Town received construction Bids for the project on February 13th, 2018, 2018. Three bids were received.

1. Westwood Curtis Construction	\$1,742,677.00
2. MD Landscaping and Excavation	\$1,808,879.11
3. Western Municipal Construction	\$2,713,195.00

The Town of Jackson Engineering Department had estimated construction costs for the project to be approximately \$1,767,025.00.

The Jackson Town Council has a couple of options to consider and proceed with:

- Approve the contract of the 2018 Snow King Estates Water Main Improvements Project as presented and secure additional funding
- Place the 2018 Snow King Estates Water Main Improvements Project on hold by rejecting the bids
- Other

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

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

ATTACHMENTS

None.

FISCAL IMPACT

The majority of this project will be funded with the approved FY 2018 and FY 2019 Capital Water Funds. Currently we will be using a total of \$500,000 from the FY 2018 Water Funds and then using \$642,677 from the FY 2019 Water Funds.

While this is a water main replacement project we are forced to accommodate additional elements, which includes the replacement of a section of existing sewer main and repaving of the entire roadway section. It is estimated that \$100,000 of FY 2019 Capital Sewer Funds will be used for the replacement of the existing sewer main as well as \$700,000 of 5th Cent Cap funds for repaving the entire roadway section.

STAFF IMPACT

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

LEGAL REVIEW

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

RECOMMENDATION

That the Town Council approve the contract for the 2018 Snow King Estates Water Main Improvements Project with Westwood Curtis Construction of Jackson, Wyoming as presented, in the amount of \$1,742,677.00, and secure additional funding.

SUGGESTED MOTION

I move that the Town Council approve the contract for the 2018 Snow King Estates Water Main Improvements Project with Westwood Curtis Construction of Jackson, Wyoming in the amount of \$1,742,677.00, secure additional funding, and upon legal approval, authorize the Mayor to execute all necessary contract Agreements.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: February 14, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Larry Pardee

PRESENTER: Josh Frappart, Associate Engineer

SUBJECT: Request Council approval for the construction of the 2018 Smith-Simon Sewer Replacement Project

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the construction of the 2018 Smith-Simon Sewer Replacement Project

BACKGROUND/ALTERNATIVES

The Town of Jackson Sewer Replacement Projects have been in place for many years in an effort to address locations within the Town of Jackson's sewer network that are deteriorating. Generally every year the Town identifies a deteriorating section of the sewer system and replace it with new materials, higher capacity (if necessary), and a more planned approach to serving the Town of Jackson with sewer service.

The project includes replacement of approximately 1125 feet of 8-inch sewer main, 6 sewer manholes, 22 sewer services, 390 feet of 15-inch storm drain, 1 storm drain manhole, 4 storm inlets, concrete curb and gutter, valley gutter, sidewalk repairs, plant mix pavement street repairs, and miscellaneous associates work. Weather permitting, the project is scheduled to be completed between April 16th and June 15th, 2018.

The project was advertised in the JH News & Guide Weekly for three weeks beginning January 24th, 2018.

The Town received construction Bids for the project on February 13th, 2018, 2018. Four bids were received.

1. Ridgeline Excavation	\$357,292.50
2. DePatco, Inc.	\$406,666.00
3. MD Landscaping	\$408,604.30
4. Western Municiple Construction	\$449,255.00

The Town of Jackson Engineering Department had estimated construction costs for the project to be approximately \$344,820.00.

The Jackson Town Council has a couple of options to consider and proceed with:

- Approve the contract of the 2018 Smith-Simon Sewer Replacement Project as presented and secure additional funding
- Place the 2018 Smith-Simon Sewer Replacement Project on hold by rejecting the bids
- Other

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

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

ATTACHMENTS

None.

FISCAL IMPACT

The project will be funded with the approved FY 2018 Capital Sewer funds. Currently the project is funded with \$210,000.00 in the capital fund. A budget supplemental is required to fund the additional costs: \$75,000 in the Sewer Fund and \$75,000 in the 5th Cent Capital fund to cover the contract price.

Funds	FY2018	Additional
Sewer Funds	210,000	75,000
5th Cent Cap	0	<u>75,000</u>
		<u><u>150,000</u></u>

STAFF IMPACT

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

LEGAL REVIEW

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

RECOMMENDATION

That the Town Council approve the contract for the 2018 Smith-Simon Sewer Replacement Project with Ridgeline Excavation of Jackson, Wyoming as presented, in the amount of \$357,292.50, and secure additional funding.

SUGGESTED MOTION

I move that the Town Council approve the contract for the 2018 Smith-Simon Sewer Replacement Project with Ridgeline Excavation of Jackson, Wyoming in the amount of \$357,292.50, secure additional funding, and upon legal approval, authorize the Mayor to execute all necessary contract Agreements.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: February 14, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Larry Pardee

PRESENTER: Josh Frappart, Associate Engineer

SUBJECT: Request Council approval for the construction of the 2018 Spring Street Patching Project.

STATEMENT/PURPOSE

The purpose of this item is to obtain approval for the construction of the 2018 Spring Street Patching Project.

BACKGROUND/ALTERNATIVES

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

The patching project involves mechanical milling of the roadway surface to a depth of 3-inches (including further excavation and placement of base course if necessary) and a minimum of 4-feet in width, compaction of subbase if necessary, tacking of edges, patching with hot mix asphalt (HMA) laid down by a machine if possible, and rolled with a vibratory/static roller.

The 2018 Spring Street Patching Project will include installation of approximately 25,000 square feet of HMA street patching throughout Town. The project cost shall include grinding/milling, traffic control, cleanup, stockpiling, and removal/disposal of ground bituminous pavement material. Weather permitting, the project is scheduled to be completed between April 15th and June 30th, 2018.

The project was advertised in the JH News & Guide Weekly for three weeks beginning January 24th.

The Town received construction Bids for the project on February 13, 2018. A total of three bids were received.

1. CM Owen Construction	\$141,750.00
2. Evans Construction	\$167,450.00
3. DePatco, Inc.	\$220,500.00

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

- Approve the contract of the 2018 Spring Road Patching Project
- Place the 2018 Spring Road Patching Project on hold by denying the contract

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

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

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

ATTACHMENTS

None.

FISCAL IMPACT

The project will be funded with the FY 2018 street maintenance and street reconstruction budgets.

STAFF IMPACT

Some coordination between the Contractor and Engineering Staff will be necessary. It is estimated that 10 hours/week of PW staff time shall be required during construction.

LEGAL REVIEW

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

RECOMMENDATION

That the Town Council approve of the construction contract with CM Owen Construction of Wilson, Wyoming in the amount of \$141,750.00.

SUGGESTED MOTION

I move that the Town Council approve of the construction contract with CM Owen Construction of Wilson, Wyoming in the amount of \$141,750.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: February 14, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren R Brugmann
PRESENTER: Darren Brugmann, START Director

SUBJECT: Bike Share MOU with FOP – START Bike

STATEMENT/PURPOSE

The purpose of this item is for Town Council to consider a MOU with Friends of Pathways (FOP) to continue as third party administrator for the START Bike (Bike Share) program for the conclusion of FY18 and into FY19 (1st Full Season of START Bike from April through October 2018).

BACKGROUND/ALTERNATIVES

Currently, the Bike Share has been included as part of the START budget and more importantly program of services. START Bike began operations in April of 2017 with a field trial of 20 bikes provided by our vendor BCycle. Friends of Pathways has been our administrator of the program with the MOU executed in September of 2016 and extended on two occasions in 2018. Council is now asked to execute a new MOU. This new MOU would continue FOP as the administrator of the program with terms outlined in the attached agreement. The current START FY 18 budget includes operating costs for the operation of this program at a total of \$50,500 of which \$29,382 has been expended to date.

STAKEHOLDER ANALYSIS

FOP has done a tremendous job as START Bike administrator. Not only have they worked very well with our vendor (BCycle) in implementing the summer of 2017 Field trial, FOP also successfully implemented the Shared Mobility pilot in the summer of 2015. FOP is very dedicated to the success of alternative modes of transportation as previously stated with their involvement to this point. FOP has and will be expending nearly \$25K for the promotional needs needed for the success of this program. FOP is the reason the Town of Jackson has another mobility option for locals and visitors to our Jackson Hole area.

During the summer field trial, 271 accounts were opened and more than 4,000 trips were taken. More memberships were sold to people with non-local zip codes; about 75% of the members used a non-local zip code when registering for the program. However, 60% of the logged trips were taken by members with local zip codes. This usage pattern is in line with bike share ridership in other cities, where bike share serves as an essential service for locals, while also providing access to short-term transportation options for visitors.

START Bike is now ready to launch the full program beginning on April 9, 2018 – the beginning of START’s Spring Season. START Bike will wrap up the first full season in October as weather permits. FOP, as the TPA for this initial season will enable a seamless transition in the administration and operation of the program. At the conclusion of the season, FOP will report out to the START Board (among other things such as usage information): lessons learned and recommendations with regards to future administration and operation of the START Bike program. This possibly includes: hiring an internal staff, contracting out to local bike shops or FOP continuing as the administrator.

ATTACHMENTS

1. Memorandum of Understanding (MOU) with FOP

FISCAL IMPACT

\$64,713 Total

\$29,382 from current FY18 START Budget Bike Share line item.

\$35,331 from proposed FY19 START Budget Bike Share line item.

STAFF IMPACT

Review and completion of MOU requirements (Oversight of FOP as the TPA).

LEGAL REVIEW

Town Attorney and Assistant Town Attorney have reviewed and approves the MOU as presented.

RECOMMENDATION

Staff recommends Council execute the MOU as prepared.

SUGGESTED MOTION

If Town Council is ready to move forward with MOU, a suggested motion:

I move to accept and approve the Memorandum of Understanding between Friends of Pathways and the Town of Jackson and direct the Mayor to execute the MOU.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF JACKSON
AND
FRIENDS OF PATHWAYS**

1. Parties.

This Memorandum of Understanding (the "MOU") is made and entered into this ____ day of _____ 2018, (the "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 ("Town"), and **Friends of Pathways**, a Non-profit Organization, whose address is 20 E Simpson Street, P.O. Box 2062, Jackson, Wyoming 83001 ("FOP").

2. Purpose of MOU.

The purpose of this MOU is to create a working agreement between the Town and FOP and to clarify the roles and responsibilities of the parties with respect to the Bike Share Program in Jackson Wyoming (hereinafter "START Bike"). START Bike was initiated between April and October of 2017 and managed as a prototype program during that time. Now the parties seek to set forth the terms and understandings under which FOP will serve as a third-party administrator of START Bike between March 1, 2018 through November 30, 2018.

3. Term of MOU.

This MOU shall commence upon the Effective Date above, and shall remain in full force and effect until November 30, 2018, after which time the MOU shall automatically expire. 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 FOP.

A. March 1, 2018 – April 1, 2018

- i. Station Locations: FOP shall identify final station locations and work with the Town to install the stations at said locations.
- ii. Mechanic Shop: FOP shall set up the mechanic workspace at the START facility.

B. April 1, 2018 – October 31, 2018

- i. Rebalancing: FOP agrees to rebalance bicycles across the START Bike area and stations according to public demand.
- ii. Maintenance: Perform mechanical and physical maintenance such that the bicycles are in good working order.
- iii. Station Maintenance:
 - a. FOP shall maintain in good working order the bike station locations, number of vertical posts and wayfinding signage.
 - b. FOP shall not move any posts, bike racks, or any other equipment without first having written approval from the START Director.

iv. Customer Service:

- a. FOP shall maintain a mobile phone, owned and paid for by the Town, to receive calls from the public regarding bicycle service needs and public questions and comment regarding START Bike.
- v. BCycle Point-of-Contact: FOP shall serve as the point-of-contact for BCycle on all technical matters, including the day-to-day functionality of the app and the electronic elements of the bicycles as well as the website administration.
- vi. Pass Sales: FOP shall sell, provide, and serve as the point-of-contact for the public for all START Bike pass sale needs, management, renewal, etc.
- vii. Promotion: FOP shall promote START Bike, including but not limited to...
 - a. Sales of passes
 - b. Press releases
 - c. Outreach efforts
 - d. Advertising (hard media, social media)
 - e. Presentations at events (i.e., chamber events)
 - f. other

This list is not to be all-encompassing. Any and all promotions must be approved by START Director and/or START Board.

viii. Reporting: FOP shall provide the Town monthly reports that include, at minimum:

- a. The raw software data;
- b. Where most bikes get checked in to and checked out of;
- c. How many bikes FOP is rebalancing;
- d. The number of passes sold; and
- e. User data, such as peak times of use, the average ride distance, and any available demographic information about users.

C. October 31, 2018 – November 30, 2018

- i. FOP shall provide a complete 2018 analysis including:
 - a. Best metrics to address, identify and refine the program for future year(s)
 - b. Passes sold (i.e, type, etc.)
 - c. Usage of bikes (i.e., time, locations, etc.)
 - d. Recommendations for changes to program
- ii. FOP shall present the report to the START Board and at a public Joint Information Meeting.
- iii. FOP shall provide a suggested budget for FY 2020 for capital and operating expenses.

- D. FOP will be responsible for public education about START Bike to include how START Bike works, how to obtain a pass, the range of the service area, and bicycle pick-up locations.

5. Responsibilities of the Town.

- A. Town agrees to partner with FOP and allow FOP to operate START Bike through October 31, 2018.
- B. For the term of this MOU, the Town agrees to pay FOP \$64,713 for operating START Bike. Payments will be made as follows \$9,245 on the last day of April, May, June, July, August, September and October (Total of 7 Months) 2018.
- C. The Town agrees to provide FOP with all available information and knowledge to help assist FOP in administering START Bike.
- D. The Town will be responsible for all bicycle, spare parts, tools, and bike rack storage.
- E. The Town will be responsible for the fabrication and installation of concrete slabs at station locations as required.
- F. The FOP logo will appear on each bike as acknowledgement of FOP efforts to bring Bike Share to Jackson. The logos shall remain until at least December 31, 2019.

6. Liability and Insurance.

It is understood and agreed to by both Parties that prior to proceeding with START Bike, that the Town as the owner of the bicycles, bike racks, GPS equipment and any other equipment for START Bike shall bear the cost to provide the appropriate property and/or liability insurance for such assets. The Town shall be the responsible party for the activities in connection with START Bike, unless caused by the negligence of FOP or the operator of a bicycle.

It is further understood and agreed to by both Parties that as the administrator of START Bike, FOP shall bear the cost to provide itself and its employees with adequate insurance coverage and shall list the Town as an additional insured for those activities involved with the operation of START Bike caused by the negligence of FOP.

7. Notices.

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, certified mail when required for termination, or delivery in person.

TOWN OF JACKSON
Darren Brugmann, START Director
P.O. Box 1687
Jackson, WY 83001

FRIENDS OF PATHWAYS
Katherine Dowson, Executive Director
P.O. Box 2062
Jackson, WY 83001

8. General Provisions.

A. 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 all parties of this MOU. No verbal amendments are permitted.

B. 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.

C. 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.

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 re-negotiate the terms affected by the severance.

E. Governmental/Sovereign Immunity. The Town does not waive its governmental/sovereign immunity by entering into this MOU and each 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. 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.

G. 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 construed 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.

[see next page for signatures]

H. 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 written above.

TOWN OF JACKSON
A Wyoming Municipal Corporation

By: _____
Pete Muldoon, Mayor

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

FRIENDS OF PATHWAYS
A Non-profit Organization in Jackson Wyoming

By: _____
Katherine Dowson, Executive Director

Appendix A

START BIKE - Season Budget					
Staffing					
Program Manager				11250	
Field Technician				31000	
Staff Benefits				8588	
TOTAL STAFF				\$ 50,838	
Operations Expense					
Bcycle Software License and Connectivity Fee				10000	
Bicycle Repair Parts				2500	
Internet and Phone Services				875	
Service Vehicle Expense				500	
TOTAL Operartions Expenses				\$ 13,875	
TOTAL Operations Cost				\$ 64,713	

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
10 CASH		021318	OFFICE SUPPLIES	02/13/2018	53.93	53.93	02/13/2018
10 CASH		021318	RECORDING & FILING FEES	02/13/2018	81.00	81.00	02/13/2018
10 CASH		021318	CASH OVER SHORT	02/13/2018	18.95	18.95	02/13/2018
Total 10:					153.88	153.88	
13 SAFETY SUPPLY & SIGN CO., I		162646	POST REFLECTOR RED AND Y	01/11/2018	991.08	.00	
Total 13:					991.08	.00	
21 ADVANCED INDUSTRIAL SUPP		5136954	TREX ICE TRACTION ERGODY	01/31/2018	86.83	.00	
Total 21:					86.83	.00	
51 ACE HARDWARE		591775	KEYBLANKS	01/24/2018	3.49	.00	
51 ACE HARDWARE		592658	CAULK SILCN TUB CLR	01/31/2018	6.49	.00	
51 ACE HARDWARE		592663	10X TAPE FIBERFIX 2"X60', FIB	01/31/2018	19.98	.00	
51 ACE HARDWARE		592826	WRENCH ADJUSTABLE 10" AC	02/01/2018	33.95	.00	
51 ACE HARDWARE		592959	SWITCH COMM SP 15A WHT	02/02/2018	4.49	.00	
51 ACE HARDWARE		592974	TAPE MASK 1"X60YD 3M	02/02/2018	9.98	.00	
51 ACE HARDWARE		593149	BIT BORING WOOD ACE 5/8", FI	02/05/2018	12.96	.00	
51 ACE HARDWARE		593291	CM SCKT 1/2DR 15/16 12PT, ST	02/06/2018	40.97	.00	
51 ACE HARDWARE		593301	SPLY FCT3/8CX1/2PX20"SS	02/06/2018	13.98	.00	
51 ACE HARDWARE		593324	GLOVE BLK NITRIL XL & L	02/06/2018	33.98	.00	
51 ACE HARDWARE		593959	HAMMER CLAW16OZ, WD ACE,	02/12/2018	43.94	.00	
51 ACE HARDWARE		593970	VINYL FABRIC ADHESIVE, LED	02/12/2018	23.48	.00	
51 ACE HARDWARE		594006	BRUSH DISH & SINK 7/8", SCR	02/13/2018	28.45	.00	
51 ACE HARDWARE		594123	chipkey i-ford 150	02/13/2018	74.99	.00	
Total 51:					351.13	.00	
55 TETON COUNTY SHERIFF'S-JAI	500		JANUARY INMATES	02/05/2018	115.00	.00	
55 TETON COUNTY SHERIFF'S-JAI	500		JANUARY INMATES	02/05/2018	1,037.00	.00	
Total 55:					1,152.00	.00	
67 JACKSON HOLE HISTORICAL S	020118		3RD QUARTER	02/01/2018	1,875.00	.00	
Total 67:					1,875.00	.00	
88 AIRGAS INTERMOUNTAIN INC.	9072220552		ACETYLENE IND #4 CGA 510	01/30/2018	288.35	.00	
88 AIRGAS INTERMOUNTAIN INC.	9951134166		RENT CYL IND LARGE ACETYL	01/31/2018	94.57	.00	
Total 88:					382.92	.00	
96 HIGH COUNTRY LINEN	0049746		BUILDING MAINT @ PW	01/25/2018	24.00	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS ADMIN	01/25/2018	9.70	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS SEWER	01/25/2018	19.40	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS WATER	01/25/2018	26.67	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS STREETS	01/25/2018	65.48	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS FLEET	01/25/2018	38.80	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS WWTP	01/25/2018	24.25	.00	
96 HIGH COUNTRY LINEN	0049746		UNIFORMS SEASONALS	01/25/2018	14.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0050782	BUILDING MAINT: @ WWTP	01/31/2018	83.17	.00	
96	HIGH COUNTRY LINEN	0050990	BUILDING MAINT: @ PW	02/01/2018	57.05	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: ADMIN	02/01/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: SEASONALS	02/01/2018	14.55	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: SEWER	02/01/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: WATER	02/01/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: STREETS	02/01/2018	55.78	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: FLEET	02/01/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0050990	UNIFORMS: WWTP	02/01/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0052206	BUILDING MAINT: @ PW	02/08/2018	24.00	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: ADMIN	02/08/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: SEWER	02/08/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: WATER	02/08/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: STREETS	02/08/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: FLEET	02/08/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: WWTP	02/08/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0052206	UNIFORMS: SEASONALS	02/08/2018	4.85	.00	
96	HIGH COUNTRY LINEN	0052869	BUILDING MAINT: @ HOME RA	02/12/2018	17.81	.00	
96	HIGH COUNTRY LINEN	0053031	MATS @ TOWN HALL	02/13/2018	215.50	.00	
96	HIGH COUNTRY LINEN	S0052919	BUILDING MAINT: @ HOME RA	02/12/2018	297.00	.00	
96	HIGH COUNTRY LINEN	S930242	DEB E-2 HAND SANITIZER B/C	03/23/2017	94.50	.00	
96	HIGH COUNTRY LINEN	S931806	SAN NAP RECEPTACLE PLASTI	04/19/2017	27.00	.00	
Total 96:					1,417.18	.00	
106	INTERSTATE BATTERY	22238306	(1) MTP-94R/H7, (2) SRM-24	01/29/2018	311.85	.00	
106	INTERSTATE BATTERY	22238492	(2) MT-34, (1) MTP-48/H6	02/12/2018	304.85	.00	
Total 106:					616.70	.00	
110	INTERWEST SUPPLY COMPAN	IN0068392	5/8" X 5" PLOW BOLT	02/01/2018	108.00	.00	
110	INTERWEST SUPPLY COMPAN	IN0068411	PLOW GUARD JR 6, 3-3 PUNCH	02/02/2018	871.08	.00	
Total 110:					979.08	.00	
114	JACKSON LUMBER INC	00316328-001	DISPLAY SUPPLIES	02/09/2018	93.76	.00	
114	JACKSON LUMBER INC	00316782	CREDIT	02/12/2018	9.13	.00	
Total 114:					84.63	.00	
131	JACKSON HOLE NEWS & GUID	272994	AD#339612	01/03/2018	364.80	.00	
131	JACKSON HOLE NEWS & GUID	273738	AD#341879	01/24/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	273739	AD#341877	01/24/2018	31.80	.00	
131	JACKSON HOLE NEWS & GUID	273740	AD#341878	01/24/2018	31.80	.00	
131	JACKSON HOLE NEWS & GUID	273925	AD#341536- BID: SK ESTATES	01/31/2018	560.49	.00	
131	JACKSON HOLE NEWS & GUID	274347	AD#342348	02/07/2018	115.20	.00	
131	JACKSON HOLE NEWS & GUID	274382	AD#342118	02/07/2018	143.10	.00	
131	JACKSON HOLE NEWS & GUID	274383	AD#342119	02/07/2018	111.30	.00	
131	JACKSON HOLE NEWS & GUID	274384	AD#342120	02/07/2018	127.20	.00	
131	JACKSON HOLE NEWS & GUID	274385	AD#342121	02/07/2018	143.10	.00	
131	JACKSON HOLE NEWS & GUID	274386	AD#342122	02/07/2018	858.60	.00	
131	JACKSON HOLE NEWS & GUID	274387	AD#342123	02/07/2018	286.20	.00	
131	JACKSON HOLE NEWS & GUID	274445	AD#341875- BID 2018 STRIPING	02/07/2018	250.44	.00	
131	JACKSON HOLE NEWS & GUID	274445	AD#341874- BID-2018 ROAD MA	02/07/2018	238.50	.00	
131	JACKSON HOLE NEWS & GUID	274445	AD#341873- BID- 2018 SPRING	02/07/2018	262.35	.00	
131	JACKSON HOLE NEWS & GUID	274445	AD#341876- BID-SMITH-SIMON	02/07/2018	500.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 131				4,061.51	.00	
156	LOWER VALLEY ENERGY INC	19722 013118	930 simon lane	01/13/2018	149.32	149.32	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	145 WEST HANSEN	01/13/2018	144.77	144.77	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	145 WEST HANSEN	01/13/2018	61.69	61.69	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	145 WEST HANSEN	01/13/2018	62.06	62.06	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	145 WEST HANSEN	01/13/2018	114.59	114.59	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	940 SIMON LANE	01/13/2018	169.71	169.71	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	174 NORTH KING	01/13/2018	595.37	595.37	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	455 VINE STREET UTILITY	01/13/2018	44.49	44.49	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	55 VIRGINIANE LANE	01/13/2018	67.54	67.54	02/07/2018
156	LOWER VALLEY ENERGY INC	19722 013118	55 VIRGINIANE LANE	01/13/2018	53.60	53.60	02/07/2018
156	LOWER VALLEY ENERGY INC	92050-017- 01/	92050-017: INTERMED TREATM	01/31/2018	176.47	.00	
156	LOWER VALLEY ENERGY INC	92050-021- 01/	92050-021: 150 E PEARL AVE	01/31/2018	1,781.65	.00	
156	LOWER VALLEY ENERGY INC	92050-025- 01/	92050-025: SK W NEW SHOP	01/31/2018	766.01	.00	
156	LOWER VALLEY ENERGY INC	92050-035- 01/	92050-355: S. CACHE LIGHTING	01/22/2018	72.61	.00	
156	LOWER VALLEY ENERGY INC	92050-047- 01/	92050-047: UV BUILDING	01/31/2018	245.25	.00	
156	LOWER VALLEY ENERGY INC	92050-049- 01/	92050-049: WASTE WATER PLA	01/31/2018	9,047.90	.00	
156	LOWER VALLEY ENERGY INC	92050-051- 01/	92050-051: WELL #5	01/31/2018	2,095.11	.00	
156	LOWER VALLEY ENERGY INC	92050-114- 01/	92050-114: HOME RANCH RSTR	01/31/2018	700.18	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 01/	92050-131: 195 E DELONEY RS	01/31/2018	329.07	.00	
156	LOWER VALLEY ENERGY INC	92050-356- 01/	92050-356: KARNS MEADOW ST	01/22/2018	2,823.98	.00	
156	LOWER VALLEY ENERGY INC	92050-357- 01/	92050-357: KARNS MEADOWS	01/31/2018	1,016.15	.00	
156	LOWER VALLEY ENERGY INC	92050-360- 01/	92050-360: 1035 W BROADWAY	01/22/2018	24.72	.00	
156	LOWER VALLEY ENERGY INC	92050-362- 01/	92050-362: STELLARIA LN/ S H	01/28/2018	21.84	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-005: CACHE KUDAR LIGH	01/22/2018	70.23	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-006: CACHE ST N LIGHTI	01/22/2018	37.63	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-010: ELY SPRINGS RD FI	01/22/2018	1,747.62	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-016: HOME RANCH LIGH	01/22/2018	38.87	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-020: PATHWAY TUNNEL	01/22/2018	61.86	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-126: LIFT STATION B SP	01/22/2018	22.63	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-127: LIFT STATION A MAI	01/22/2018	311.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-130: 3 CREEK STREET LI	01/22/2018	27.29	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-132: PARKING GARAGE	01/22/2018	1,550.78	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-134: PARKING GARAGE	01/22/2018	106.14	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-334: JOSEPHINE LOOP L	01/22/2018	158.64	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-336: HIDDEN RANCH PAT	01/22/2018	31.80	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-17	92050-341: HOME RANCH REST	01/22/2018	20.06	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-71	92050-045: TOWN SQUARE LIG	01/31/2018	137.76	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-71	92050-050: WATER TANK JXN	01/31/2018	20.78	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-71	92050-074: CRABTREE LABE TH	01/31/2018	62.39	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP-71	92050-081: PEARL ST IRR CON	01/31/2018	21.92	.00	
	Total 156				24,992.40	1,463.14	
187	NELSON ENGINEERING	46501	PROJ 14-175-03 WEST BROAD	01/29/2018	5,391.08	.00	
	Total 187				5,391.08	.00	
215	RED'S AUTO GLASS, INC.	I034425	LABOR INSTALL WINDSHIELD	01/22/2018	120.00	.00	
215	RED'S AUTO GLASS, INC.	I034426	LABOR INSTALL WINDSHIELD	01/22/2018	160.00	.00	
	Total 215				280.00	.00	
226	O'RYAN CLEANERS	020118	DRY CLEANING	02/01/2018	168.82	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 226				168.82	.00	
236	SMITH POWER PRODUCTS,INC	3035347	FREIGHT, ALLISON KITS	01/31/2018	47.90	.00	
	Total 236				47.90	.00	
257	NAPA AUTO PARTS INC.	754035	COOLANT TEST STRIPS	01/03/2018	2.90	.00	
257	NAPA AUTO PARTS INC.	756470	CIRCUIT	01/16/2018	17.30	.00	
257	NAPA AUTO PARTS INC.	756847	STOPLIGHT SWITCH	01/18/2018	9.78	.00	
257	NAPA AUTO PARTS INC.	756909	BULLY ALUM STEP 10	01/18/2018	47.24	.00	
257	NAPA AUTO PARTS INC.	758381	NAPAGOLD FUEL FILTERS, NA	01/29/2018	77.29	.00	
257	NAPA AUTO PARTS INC.	758613	HDP AIR	01/30/2018	15.19	.00	
257	NAPA AUTO PARTS INC.	758616	GOVERNORS- AIR BRAKE	01/30/2018	15.19	.00	
257	NAPA AUTO PARTS INC.	758681	LAMP	01/30/2018	48.78	.00	
257	NAPA AUTO PARTS INC.	758708	NAPAGOLD AIR FILTER	01/30/2018	35.08	.00	
257	NAPA AUTO PARTS INC.	758993	NAPAGOLD OIL & AIR FILTER	01/31/2018	23.11	.00	
257	NAPA AUTO PARTS INC.	759259	AIR FILTER	02/02/2018	41.07	.00	
257	NAPA AUTO PARTS INC.	759863	NITRILE DISPOS GLOVES	02/06/2018	23.98	.00	
257	NAPA AUTO PARTS INC.	760192	NAPAGOLD AIR FILTER	02/08/2018	39.87	.00	
257	NAPA AUTO PARTS INC.	760359	SOCKET	02/09/2018	17.94	.00	
257	NAPA AUTO PARTS INC.	760428	FAB LOOM-SPLIT POLY	02/09/2018	16.50	.00	
257	NAPA AUTO PARTS INC.	760610	BULB	02/12/2018	4.40	.00	
257	NAPA AUTO PARTS INC.	760953	NAPAGOLD AIR FILTER, NAPA	02/13/2018	56.18	.00	
257	NAPA AUTO PARTS INC.	760966	WORK LIGHT	02/13/2018	19.99	.00	
257	NAPA AUTO PARTS INC.	760967	WORK LIGHT	02/13/2018	19.99	.00	
	Total 257				531.78	.00	
268	TETON MOTORS INC	5084387	ROTOR, PAD KITS	01/16/2018	455.00	.00	
	Total 268				455.00	.00	
328	842-NCPERS GROUP WYOMIN	842218	PAYROLL DEDUCTIONS	01/23/2018	72.00	72.00	02/08/2018
	Total 328				72.00	72.00	
425	ACE EQUIPMENT & SUPPLY	166026	PELICAN ALL PRO STRIPS & FR	01/31/2018	1,428.88	.00	
	Total 425				1,428.88	.00	
463	ANIMAL CARE CLINIC OF JACK	19551	ANIMAL CARE	01/30/2018	100.96	.00	
463	ANIMAL CARE CLINIC OF JACK	19551	ANIMAL CARE	01/30/2018	15.56	.00	
483	ANIMAL CARE CLINIC OF JACK	19552	ANIMAL CARE	01/30/2018	15.56	.00	
463	ANIMAL CARE CLINIC OF JACK	19552	ANIMAL CARE	01/30/2018	58.50	.00	
463	ANIMAL CARE CLINIC OF JACK	19552	ANIMAL CARE	01/30/2018	54.68	.00	
	Total 463				245.26	.00	
472	WHITE GLOVE CLEANING, INC.	34475	GRAFFITI REMOVAL @ 1ST FL	01/30/2018	375.00	.00	
	Total 472				375.00	.00	
473	GREENWOOD MAPPING INC	020218	GIS MAPPING SERVICES THRU	02/02/2018	2,745.00	.00	
473	GREENWOOD MAPPING INC	100117	GIS MAPPING SERVICES AUG 2	10/01/2017	1,035.00	.00	
	Total 473				3,780.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
502	ELECTRICAL WHSLE SUPPLY C	S4387357.001	HO FLUOR LAMP	01/17/2018	495.92	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4397205.001	PHOTOCNTRL @ REDMOND	01/10/2018	24.31	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4405228.001	JOURNEYMAN, 8" DIAG CUT PL	01/25/2018	87.02	.00	
Total 502:					607.25	.00	
522	SNOW KING HOLDINGS, LLC	1006-0218	COMMUNICATIONS SITE FEE	02/01/2018	2,590.00	.00	
Total 522:					2,590.00	.00	
563	WESTBANK SANITATION	2769091	940 Simon Lane	02/01/2018	30.69	30.69	02/07/2018
563	WESTBANK SANITATION	2769411	WWTP- JANUARY 2018	02/01/2018	598.73	.00	
Total 563:					629.42	30.69	
611	CUMMINS ROCKY MOUNTAIN L	024-61418	FUEL PUMP, FUEL XPI GRYPH	01/25/2018	3,227.73	.00	
611	CUMMINS ROCKY MOUNTAIN L	024-61756	FUEL PUMP, FUEL XPI GRYPH	02/08/2018	3,891.88	.00	
Total 611:					7,119.61	.00	
668	FREEDOM MAILING SERVICE I	32954	UTILITY BILLING	02/03/2018	907.99	.00	
668	FREEDOM MAILING SERVICE I	32954	UTILITY BILLING	02/03/2018	907.99	.00	
668	FREEDOM MAILING SERVICE I	32990	BUSINESS LICENSE	02/09/2018	215.38	.00	
Total 668:					2,031.36	.00	
708	DELTA DENTAL PLAN OF WYO	013118	JANUARY CLAIMS	01/31/2018	6,879.52	6,879.52	02/08/2018
Total 708:					6,879.52	6,879.52	
721	EMERG + A + CARE	943218869	EMPLOYEE EXAM	12/13/2017	60.00	.00	
Total 721:					60.00	.00	
998	METROQUIP INC	00039291	8X8 MNPT AD, SWITCH TOGGL	01/29/2018	686.20	.00	
Total 998:					686.20	.00	
1022	GALLS INC.	009183473	DUTY HOLSTER	01/23/2018	499.50	.00	
Total 1022:					499.50	.00	
1054	SUNRISE ENVIRONMENTAL	82617	RELEASE 22 (1 DRUM)	01/05/2018	1,035.18	.00	
Total 1054:					1,035.18	.00	
1081	JACK'S TIRE & OIL	596415-37	275/70R22.5 MICHELIN XZA2	02/06/2018	1,797.00	.00	
Total 1081:					1,797.00	.00	
1134	ENERGY LABORATORIES INC.	134801	EFFLUENT	01/31/2018	230.00	.00	
1134	ENERGY LABORATORIES INC.	135042	EFFLUENT	02/01/2018	167.00	.00	
1134	ENERGY LABORATORIES INC.	135586	WELL #5	02/05/2018	147.00	.00	
1134	ENERGY LABORATORIES INC.	135587	THAW WELL #2	02/05/2018	107.00	.00	
1134	ENERGY LABORATORIES INC.	135835	EFFLUENT	02/06/2018	59.00	.00	
Total 1134:					710.00	.00	

Town of Jackson		Payment Approval Report - new payment approval report Report dates: 2/2/2018-2/15/2018					Page: 6 Feb 15, 2018 10:10AM	
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	
1504	ONE CALL OF WYOMING	46260	TICKETS FOR SEPTEMBER 201	10/05/2017	139.25	.00		
1504	ONE CALL OF WYOMING	46260	TICKETS FOR SEPTEMBER 201	10/05/2017	139.00	.00		
1504	ONE CALL OF WYOMING	46820	TICKETS FOR NOVEMBER 2017	12/03/2017	73.50	.00		
1504	ONE CALL OF WYOMING	46820	TICKETS FOR NOVEMBER 2017	12/03/2017	73.50	.00		
1504	ONE CALL OF WYOMING	47528	TICKETS FOR JANUARY 2018 C	02/04/2018	41.75	.00		
1504	ONE CALL OF WYOMING	47528	TICKETS FOR JANUARY 2018 C	02/04/2018	41.75	.00		
Total 1504:					508.75	.00		
1505	SPRING CREEK ANIMAL HOSPI	624912098	CIGY DOG FOOD	11/07/2017	206.38	.00		
1505	SPRING CREEK ANIMAL HOSPI	624915643	ANIMAL CARE	01/11/2018	15.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624915643	ANIMAL CARE	01/11/2018	35.99	.00		
1505	SPRING CREEK ANIMAL HOSPI	624915643	ANIMAL CARE	01/11/2018	175.20	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916470	SPAY	01/25/2018	10.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916470	RABIES	01/25/2018	15.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916470	ANIMAL CARE	01/25/2018	15.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916470	ANIMAL CARE	01/25/2018	72.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916470	ANIMAL CARE	01/25/2018	90.00	.00		
1505	SPRING CREEK ANIMAL HOSPI	624916472	RABIES	01/26/2018	15.00	.00		
Total 1505:					649.57	.00		
1560	BLUE SPRUCE CLEANERS,INC	020118	DRY CLEANING	02/01/2018	230.10	.00		
Total 1560:					230.10	.00		
1634	ENTENMANN-ROVIN CO	0133036-IN	BADGES	02/01/2018	99.50	.00		
Total 1634:					99.50	.00		
1640	WESTERN STATES	IN000565349	VALVE GP	01/26/2018	165.47	.00		
1640	WESTERN STATES	IN000567786	DOOR AS-RH	01/30/2018	1,272.33	.00		
1640	WESTERN STATES	IN000567993	OIL 55G	01/30/2018	1,726.73	.00		
1640	WESTERN STATES	IN000574874	OIL'	02/07/2018	136.00	.00		
Total 1640:					3,300.53	.00		
1767	WYOMING DEPARTMENT OF T	0000089970	PROJ: N104090- JACK STS/ BR	07/05/2017	1,625.41	.00		
Total 1767:					1,625.41	.00		
1783	AT&T	287272169264	START CELL PHONES	01/20/2018	155.18	.00		
Total 1783:					155.18	.00		
2175	DIVISION OF VICTIM SERVICES	020218	Crime Victim Surcharge CASE #1	02/02/2018	25.00	.00		
Total 2175:					25.00	.00		
2213	ALPHAGRAPHICS BOZEMAN	134498	GRID PADS- 50 SHEETS PER P	01/31/2018	327.36	.00		
Total 2213:					327.36	.00		
2224	LOCAL GOV'T LIABILITY POOL	11191	AA20181023 FRYE	02/01/2018	1,000.00	.00		
Total 2224:					1,000.00	.00		
2362	TETON COUNTY PUBLIC HEAL	18-1949	J. BAUER: VACC IZ ADMIN FEE,	01/29/2018	55.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 2362				55.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN2664879	SEAL-OIL BATH NATIONAL, SE	02/05/2018	231.48	.00	
2485	KENWORTH SALES COMPANY	IDFIN2673752	55 GAL IXL W/ ANTI GEL	02/07/2018	3,385.00	.00	
	Total 2485				3,616.48	.00	
2802	WESTWOOD CURTIS	224039	PROJ 17-126 RADAR SIGNS- E	12/31/2017	4,283.65	.00	
	Total 2802				4,283.65	.00	
2842	YELLOW IRON EXCAVATION, L	25439	4 yard dumpster vine street	01/31/2018	17.50	17.50	02/07/2018
2842	YELLOW IRON EXCAVATION, L	25439	4 yard dumpster vine street	01/31/2018	17.50	17.50	02/07/2018
2842	YELLOW IRON EXCAVATION, L	25439	4 yard dumpster vine street	01/31/2018	17.50	17.50	02/07/2018
2842	YELLOW IRON EXCAVATION, L	25439	4 yard dumpster vine street	01/31/2018	17.50	17.50	02/07/2018
2842	YELLOW IRON EXCAVATION, L	25547	TRASH REMOVAL @ SHELTER	01/31/2018	120.00	.00	
2842	YELLOW IRON EXCAVATION, L	25550	TRASH REMOVAL @ START	01/31/2018	200.00	.00	
	Total 2842				390.00	70.00	
2849	WINTER EQUIPMENT COMPAN	IV35810	PLOW GUARD	01/26/2018	407.99	.00	
	Total 2849				407.99	.00	
2850	LDA INC	101017	SHIPPING- WATER SAMPLES	10/10/2017	57.42	.00	
2850	LDA INC	1456	SHIPPING- WWTP	02/07/2018	28.16	.00	
2850	LDA INC	6545	SHIPPING- WATER SAMPLES	02/07/2018	59.51	.00	
	Total 2850				145.09	.00	
3195	FERGUSON ENTERPRISES, IN	5921387	SED CART 2 PK, LF 3/4 STD CL	01/31/2018	42.69	.00	
	Total 3195				42.69	.00	
3237	MCI FLEET SUPPORT, INC	3569642	PUMP-COOLANT BOOST BRUS	01/31/2018	933.86	.00	
3237	MCI FLEET SUPPORT, INC	3569643	SWITCH ASM-READING LITES/T	01/31/2018	180.72	.00	
	Total 3237				1,114.58	.00	
3303	BRISTOL, JAMES	6145	2ND SHEETS	02/01/2018	46.00	.00	
	Total 3303				46.00	.00	
3408	E.R. OFFICE EXPRESS	08249	paper	02/02/2018	149.98	.00	
3408	E.R. OFFICE EXPRESS	08289	INK PAD	02/06/2018	29.97	.00	
3408	E.R. OFFICE EXPRESS	08321	FILE TABS	02/09/2018	11.99	.00	
	Total 3408				191.94	.00	
3420	VISA	1016 0218	KUM N GO	01/24/2018	23.11	.00	
3420	VISA	1016 0218	CITI MARKET	01/24/2018	39.18	.00	
3420	VISA	1016 0218	BLUE MOUNTAIN INN	01/24/2018	98.48	.00	
3420	VISA	1016 0218	7-ELEVEN	01/24/2018	26.62	.00	
3420	VISA	1016 0218	LOAF N JUG	01/24/2018	27.11	.00	
3420	VISA	1016 0218	MAVERICK	01/24/2018	9.53	.00	
3420	VISA	1016 0218	MAVERICK	01/24/2018	11.41	.00	
3420	VISA	1016 0218	MOTEL 8	01/24/2018	45.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	1016 0218	LOCAL GOVERNMENT COMMIS	01/24/2018	920.00	.00	
3420	VISA	1065 0218	STRAFFORD PUBLICATIONS	01/24/2018	247.00	.00	
3420	VISA	1073 0218	STAPLES COVER SHEETS	01/24/2018	17.42	.00	
3420	VISA	1123 0218	PEARL STREET BAGELS	01/24/2018	15.25	.00	
3420	VISA	1123 0218	NY CITY SUB SHOP	01/24/2018	36.75	.00	
3420	VISA	1164 0218	STAPLES	01/24/2018	34.02	.00	
3420	VISA	1164 0218	ALBERTSONS	01/24/2018	86.24	.00	
3420	VISA	1164 0218	TETON TAILS	01/24/2018	98.45	.00	
3420	VISA	1164 0218	LORMAN	01/24/2018	1,099.00	.00	
3420	VISA	1164 0218	NAMERUCHVAC	01/24/2018	59.95	.00	
3420	VISA	1164 0218	SALT RIVER AUTO	01/24/2018	627.40	.00	
3420	VISA	1214 0218	DELISH DONUTS	01/24/2018	98.20	.00	
3420	VISA	1214 0218	ALBERTSONS	01/24/2018	27.45	.00	
3420	VISA	1255 0218	ARBY'S	01/24/2018	7.85	.00	
3420	VISA	1255 0218	EVIDENT	01/24/2018	248.60	.00	
3420	VISA	1255 0218	SHELL	01/24/2018	35.93	.00	
3420	VISA	1255 0218	HQ SOUTHERN BBQ	01/24/2018	16.43	.00	
3420	VISA	1255 0218	SIDEWINDERS	01/24/2018	6.36	.00	
3420	VISA	1255 0218	SIDEWINDERS	01/24/2018	36.36	.00	
3420	VISA	1255 0218	ACE HARDWARE	01/24/2018	3.70	.00	
3420	VISA	4564 0218	ALBERTSONS	01/24/2018	38.23	.00	
3420	VISA	4564 0218	AMAZON SOLENOID	01/24/2018	405.80	.00	
3420	VISA	4564 0218	AMAZON ICE SCREWS	01/24/2018	104.31	.00	
3420	VISA	4564 0218	AMAZON FLOOD LIGHT	01/24/2018	58.00	.00	
3420	VISA	5207 0218	BLAUER MANUFACTURING	01/24/2018	439.96	.00	
3420	VISA	5207 0218	FLAT CREEK SADDLE SHOP	01/24/2018	168.54	.00	
3420	VISA	5207 0218	GALLS	01/24/2018	194.96	.00	
3420	VISA	5207 0218	JD HIGH COUNTRY OUTFITTER	01/24/2018	150.00	.00	
3420	VISA	5207 0218	FBI LEEDA	01/24/2018	650.00	.00	
3420	VISA	5215 0218	SMITHS	01/24/2018	76.90	.00	
3420	VISA	5215 0218	SURVEYMONKEY	01/24/2018	288.00	.00	
3420	VISA	5215 0218	TRAVEL GUARD UNITED	01/24/2018	288.64	.00	
3420	VISA	5215 0218	TRAVEL GUARD UNITED	01/24/2018	500.00	.00	
3420	VISA	5215 0218	DOMINOS	01/24/2018	45.19	.00	
3420	VISA	5397 0218	ZIPRECRUITER	01/24/2018	249.00	.00	
3420	VISA	5397 0218	FACEBOOK ADS	01/24/2018	22.29	.00	
3420	VISA	5397 0218	DOLLAR TREE	01/24/2018	5.30	.00	
3420	VISA	5397 0218	SQUARE SPACE	01/24/2018	10.00	.00	
3420	VISA	5397 0218	SNOW KING HOTEL	01/24/2018	300.89	.00	
3420	VISA	5397 0218	MOES BBQ	01/24/2018	66.18	.00	
3420	VISA	5397 0218	MOUNTAIN VALLEY GLASS	01/24/2018	150.00	.00	
3420	VISA	6084 0218	FAST STOP	01/24/2018	38.75	.00	
3420	VISA	6084 0218	LITTLE AMERICA	01/24/2018	93.00	.00	
3420	VISA	6084 0218	WYOMING RIB AND CHOP HOU	01/24/2018	52.41	.00	
3420	VISA	6084 0218	I-80 TRAVEL	01/24/2018	40.82	.00	
3420	VISA	6084 0218	STAPLES	01/24/2018	34.96	.00	
3420	VISA	6084 0218	PEARL STREET BAGELS	01/24/2018	22.00	.00	
3420	VISA	6106 0218	APA MEMBERSHIP	01/24/2018	513.00	.00	
3420	VISA	6106 0218	INTERNATIONAL CODE COUNC	01/24/2018	209.00	.00	
3420	VISA	6106 0218	INTERNATIONAL CODE COUNC	01/24/2018	800.00	.00	
3420	VISA	6106 0218	ORLEANS HOTEL	01/24/2018	53.11	.00	
3420	VISA	6106 0218	SOUTHWEST AIRLINES	01/24/2018	137.98	.00	
3420	VISA	6106 0218	INTERNATIONAL CODE COUNC	01/24/2018	135.00	.00	
3420	VISA	6106 0218	SNOW KING	01/24/2018	900.00	.00	
3420	VISA	6106 0218	STAPLES	01/24/2018	24.88	.00	
3420	VISA	6817 0218	ALBERTSONS	01/24/2018	21.15	.00	
3420	VISA	6817 0218	SAFE KIDS WORLDWIDE	01/24/2018	50.00	.00	
3420	VISA	6817 0218	PALMETTO STATE ARMORY	01/24/2018	142.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	6817 0218	SPG RETAIL RESOURCE	01/24/2018	31.94	.00	
3420	VISA	6817 0218	511 TACTICAL	01/24/2018	178.17	.00	
3420	VISA	6825 0218	NATIONAL ANIMAL CARE	01/24/2018	125.00	.00	
3420	VISA	6825 0218	PEARL STREET BAGELS	01/24/2018	100.00	.00	
3420	VISA	6825 0218	BUBBA'S	01/24/2018	200.00	.00	
3420	VISA	6825 0218	STARBUCKS	01/24/2018	200.00	.00	
3420	VISA	6825 0218	TRAVEL EXPENSES IN ROCK S	01/24/2018	433.72	.00	
3420	VISA	6825 0218	PTUEXITUS	01/24/2018	268.80	.00	
3420	VISA	6908 0218	PAYPAL CONCRETES - ONLINE	01/24/2018	90.00	.00	
3420	VISA	6908 0218	GARDET GUARD	01/24/2018	9.95	.00	
3420	VISA	6908 0218	AMAZON-HARDWARE	01/24/2018	7.99	.00	
3420	VISA	6908 0218	IPHONE PAYMENT	01/24/2018	58.16	.00	
3420	VISA	6908 0218	PAYPAL ZEROCHROMAL-CLEA	01/24/2018	42.94	.00	
3420	VISA	6908 0218	THE MIRAGE HOTEL	01/24/2018	135.15	.00	
3420	VISA	6908 0218	IPHONE PAYMENT	01/24/2018	58.16	.00	
3420	VISA	6908 0218	AMAZON WEB SERVICES	01/24/2018	78.88	.00	
3420	VISA	6908 0218	AMERICAN AIRLINES-CHARLOT	01/24/2018	473.19	.00	
3420	VISA	6908 0218	PAYPAL APPLE INC.MAGIC TRA	01/24/2018	136.74	.00	
3420	VISA	6908 0218	PAYPAL APPLE INC.MAGIC TRA	01/24/2018	136.74	.00	
3420	VISA	6908 0218	STAPLES- NETGEART 8-PORT	01/24/2018	109.99	.00	
3420	VISA	6908 0218	PREZI PRO TEAMS LICENSES	01/24/2018	318.00	.00	
3420	VISA	6908 0218	URBAN ARMOR GEAR INC	01/24/2018	39.95	.00	
3420	VISA	6908 0218	INTUIT QUICK BOOKS	01/24/2018	15.00	.00	
3420	VISA	6908 0218	HERMS INN LOGAN UT	01/24/2018	30.29	.00	
3420	VISA	6908 0218	CHEVRON	01/24/2018	27.33	.00	
3420	VISA	6908 0218	ELEMENTS LOGAN UT	01/24/2018	71.18	.00	
3420	VISA	6908 0218	AUTOPAY DISH NETWORK	01/24/2018	111.66	.00	
3420	VISA	6908 0218	CELLEBRITE	01/24/2018	3,700.00	.00	
3420	VISA	7294 0218	ANIMAL SHELTER SUPPLIES	01/24/2018	179.21	.00	
3420	VISA	7294 0218	ANIMAL SHELTER SUPPLIES	01/24/2018	392.27	.00	
3420	VISA	7294 0218	ANIMAL SHELTER SUPPLIES	01/24/2018	118.09	.00	
3420	VISA	8144 0218	FOUR SEASON DENVER	01/24/2018	252.45	.00	
3420	VISA	8144 0218	CLIMATE LEADERSHIP	01/24/2018	900.00	.00	
3420	VISA	8144 0218	EXXON	01/24/2018	18.13	.00	
3420	VISA	8144 0218	TETON TOYOTA	01/24/2018	1,194.09	.00	
3420	VISA	8144 0218	CHARTURE	01/24/2018	80.00	.00	
3420	VISA	8144 0218	INSTRUMENT	01/24/2018	663.00	.00	
3420	VISA	8144 0218	CREDIT	01/24/2018	5.00-	.00	
3420	VISA	8144 0218	CHARTURE	01/24/2018	80.00	.00	
3420	VISA	8144 0218	SERVPRO OF REXBURG	01/24/2018	750.00	.00	
3420	VISA	8185 0218	ALBERTSONS	01/24/2018	406.85	.00	
3420	VISA	8185 0218	ASPENS MARKET	01/24/2018	50.80	.00	
3420	VISA	8185 0218	VICTOR VALLEY MARKET	01/24/2018	117.55	.00	
3420	VISA	8185 0218	UPS STORE	01/24/2018	21.63	.00	
3420	VISA	8185 0218	CREDIT	01/24/2018	36.38-	.00	
3420	VISA	8185 0218	PINKY G'S	01/24/2018	61.00	.00	
3420	VISA	8185 0218	CREEKSIDE	01/24/2018	64.00	.00	
Total 3420:					23,974.54	.00	
3527	UPS	0000129VW40	SHIPPING CHARGE-POLICE	01/27/2018	136.66	.00	
Total 3527:					136.66	.00	
3648	LENZ, BOB	020618	TRAVEL EXPENSES SMART GR	02/06/2018	1,303.98	.00	
Total 3648:					1,303.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3794	FISH CREEK VET CLINIC, LLC	020118	RABIES	02/01/2018	15.00	.00	
	Total 3794:				15.00	.00	
3843	MATTHEWS, LANI	29 1017	DRUG & ALCOHOL TESTING	10/06/2017	423.00	.00	
3843	MATTHEWS, LANI	29 1017	DRUG & ALCOHOL TESTING	10/06/2017	872.75	.00	
3843	MATTHEWS, LANI	29 1017	DRUG & ALCOHOL TESTING	10/06/2017	71.25	.00	
3843	MATTHEWS, LANI	29 1017	DRUG & ALCOHOL TESTING	10/06/2017	186.00	.00	
3843	MATTHEWS, LANI	30 0118	DRUG & ALCOHOL TESTING	01/16/2018	1,854.00	.00	
3843	MATTHEWS, LANI	30 0118	DRUG & ALCOHOL TESTING	01/16/2018	483.00	.00	
3843	MATTHEWS, LANI	30 0118	DRUG & ALCOHOL TESTING	01/16/2018	200.00	.00	
	Total 3843:				4,090.00	.00	
3979	UTAH SAFETY COUNCIL	16642	MEMBERSHIP RENEWAL- GEN	02/01/2018	225.00	.00	
	Total 3979:				225.00	.00	
4044	IDAHO FALLS PETERBILT	470572	2XL ORANGE & LX ORANGE	01/26/2018	45.84	.00	
	Total 4044:				45.84	.00	
4102	LACAL EQUIPMENT, INC	0271711-IN	HOUSING W/HEAD, STAINLESS	01/31/2018	165.70	.00	
	Total 4102:				165.70	.00	
4212	GILLIG LLC	40419136	SLACK RH ADJUSTER	01/23/2018	113.10	.00	
4212	GILLIG LLC	40419983	COMPLETE RH 170M CHAINWH	01/25/2018	538.30	.00	
4212	GILLIG LLC	40419984	27 VDC BRUSHL SEAL LESS PU	01/25/2018	1,092.12	.00	
4212	GILLIG LLC	40420509	COMPLETE LH 170M CHAINWH	01/26/2018	538.30	.00	
4212	GILLIG LLC	40421022	SSTL ANTI-GL DL2 RACK ASM	01/29/2018	921.99	.00	
4212	GILLIG LLC	40421023	W/S WIPER 800 MM BLADE	01/29/2018	508.80	.00	
4212	GILLIG LLC	40421024	RUBBER FENDER FLARES EXT	01/29/2018	70.64	.00	
4212	GILLIG LLC	40421025	COBOLT M8 NUT PLATE, BUTT	01/29/2018	113.08	.00	
4212	GILLIG LLC	40421665	PIVOT BUSHING, ARM	01/30/2018	633.80	.00	
4212	GILLIG LLC	40421666	COMPLETE RH 170M CHAINWH	01/30/2018	538.30	.00	
4212	GILLIG LLC	40421667	UNLOADER VALVE KIT, INLET	01/30/2018	301.71	.00	
4212	GILLIG LLC	40422148	COMPLETE LH 170M CHAINWH	01/31/2018	538.30	.00	
4212	GILLIG LLC	40422671	EVAP MOTOR BRUSH	02/01/2018	172.52	.00	
4212	GILLIG LLC	40423115	MIRROR ASM EXTERIOR RS-8-	02/02/2018	1,293.90	.00	
4212	GILLIG LLC	40423116	SLACK ADJ LH-FRT & RH-FRT H	02/02/2018	929.90	.00	
4212	GILLIG LLC	40423566	24V SINGLE POLE RELAY, 12V	02/05/2018	167.88	.00	
	Total 4212:				8,472.64	.00	
4292	Commercial Tire-ID Falls	107820	LT225/75R16 BLIZZAK	01/18/2018	1,104.90	.00	
4292	Commercial Tire-ID Falls	107944	265/70R16 DISC AT3 112T OWL	01/25/2018	820.96	.00	
	Total 4292:				1,925.86	.00	
4320	WARNER TRUCK CENTER	X101145084 0	DRAIN VALVE	02/07/2018	247.36	.00	
	Total 4320:				247.36	.00	
4346	OFFICE OF STATE LANDS & IN	SU-0020A-201	WATER STORAGE TANK LEASE	02/01/2018	9,911.55	.00	
	Total 4346:				9,911.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4371	PROFORCE LAW ENFORCEME	335278	TRJ REFLEX	02/01/2018	1,670.60	.00	
	Total 4371:				1,670.60	.00	
4475	RORKE, CHRIS	013018	STAR VALLEY BUS PARKING	01/30/2018	862.50	.00	
	Total 4475:				862.50	.00	
4514	TEAM LABORATORY CHEMICA	INV0009673	RINE ROAD PATCH (50 BAGS)	01/31/2018	847.50	.00	
	Total 4514:				847.50	.00	
4646	CORSI, JIM	760328	SNOW REMOVAL AT ALPINE L	02/02/2018	260.00	.00	
	Total 4646:				260.00	.00	
4699	SNAKE RIVER ROASTING	558295	COFFEE- KIRBY (2-5LB BAGS)	01/23/2018	145.35	.00	
4699	SNAKE RIVER ROASTING	558430	COFFE- PW SHOP KIRBY (1-5L	01/31/2018	64.35	.00	
4699	SNAKE RIVER ROASTING	558601	COFFEE- STREETS SHOP SUP	02/08/2018	48.45	.00	
	Total 4699:				258.15	.00	
4887	CONTROL SYSTEM TECHNOLO	8878	CONTROL SERVICE & CONTRO	02/05/2018	25,750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8879	DATA ACCESS- VERIZON SERV	02/05/2018	100.00	.00	
	Total 4887:				25,850.00	.00	
4902	KOIS BROTHERS EQUIPMENT	112148	POLY SPNR 10FS2	02/02/2018	2,661.00	.00	
	Total 4902:				2,661.00	.00	
4922	PREMIER VEHICLE INSTALLATI	26114	POWER DIST UNIT, PROVIDES	02/05/2018	762.00	.00	
	Total 4922:				762.00	.00	
4964	BIG BEAR TOWING & REPAIR	7054LK	TOWED START BUS FROM M.M	01/10/2018	950.00	.00	
	Total 4964:				950.00	.00	
5009	GM SHEET METAL LLC	2465	UNIT HEATER FOR STREETS B	11/14/2017	86.15	.00	
5009	GM SHEET METAL LLC	2519	SHEET METAL, LABOR- ROOF	12/27/2017	186.76	.00	
	Total 5009:				272.91	.00	
5085	CORNFORTH CONSULTANTS, I	10830	WEST BROADWAY SLIDE- CON	02/05/2018	647.00	.00	
	Total 5085:				647.00	.00	
5098	JACKSON ANIMAL HOSPITAL	13253	RABIES	01/04/2018	75.00	.00	
5098	JACKSON ANIMAL HOSPITAL	13341	MEDS	01/10/2018	29.35	.00	
5098	JACKSON ANIMAL HOSPITAL	13459	ANIMAL CARE	01/16/2018	740.34	.00	
5098	JACKSON ANIMAL HOSPITAL	13491	ANIMAL CARE	01/17/2018	121.81	.00	
	Total 5098:				966.50	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1818738001	bowmalloy fit wshr, hex nuts, hx c	01/17/2018	186.72	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1845895001	HEX NUT, BRAKE CLN, ATO FU	01/29/2018	149.91	.00	
5173	MSC INDUSTRIAL SUPPLY CO	1845905001	STEREO SPEAKERS WIRE, TER	01/29/2018	63.79	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 5173:				400.42	.00	
5447	IRON AGE DESIGNS	170919WY	ELK ANTLER TREE GRATE 4' S	01/25/2018	1,033.50	.00	
	Total 5447:				1,033.50	.00	
5456	Snow King Mountain Resort LLC	1005-0218	7 MONTHS OF COMMUNICATIO	02/01/2018	2,590.00	.00	
	Total 5456:				2,590.00	.00	
5473	KELLERSTRASS ENTERPRISES	937006	DEFENDAL GLOBAL AEL 50/50/	01/25/2018	630.18	.00	
5473	KELLERSTRASS ENTERPRISES	937635	DF#2 DYED ULTRA LOW SULFU	02/01/2018	17,371.65	.00	
5473	KELLERSTRASS ENTERPRISES	937635-1	MIDGRADE 87-E-10/BULK	02/01/2018	5,793.46	.00	
5473	KELLERSTRASS ENTERPRISES	939372	DF#2 DYED ULTRA LOW SULFU	02/10/2018	17,728.59	.00	
5473	KELLERSTRASS ENTERPRISES	939372-1	MIDGRADE 87 E-10/BULK	02/10/2018	5,604.48	.00	
	Total 5473:				47,128.36	.00	
5489	WRENCH IT PLUMBING & HEAT	3914	W/O #797 @ 930 SIMON LANE: I	11/10/2017	187.09	.00	
	Total 5489:				187.09	.00	
5538	GRIZZLY BEAR ENTERPRISES	49	DELLA QUARTZ COUNTER TOP	02/01/2018	1,900.00	.00	
	Total 5538:				1,900.00	.00	
5539	Y2 CONSULTANTS, LLC	7757	PROJ. 16294- NORTH CACHE D	01/31/2018	15,000.00	.00	
	Total 5539:				15,000.00	.00	
5657	SUPERIOR TIRE & RUBBER CO	422800	RUBBER EDGES	12/13/2017	858.00	.00	
	Total 5657:				858.00	.00	
5734	GREENWAY PAINTING LLC	000270	DELONY RESTROOM DOORS A	02/01/2018	1,365.00	.00	
5734	GREENWAY PAINTING LLC	000271	PARKING GARAGE LOBBY PAI	02/01/2018	1,225.83	.00	
5734	GREENWAY PAINTING LLC	000272	START BUS WASH BAY- MATE	02/01/2018	984.82	.00	
	Total 5734:				3,575.65	.00	
5810	RICH BROADCASTING (SV/JX)	MC-118011282	WINTER PARKING ADS	01/31/2018	1,288.00	.00	
	Total 5810:				1,288.00	.00	
5846	TETON TOOLS LLC	0103189062	SOLUS EDGE EURO W/ACCES	01/03/2018	1,029.00	.00	
	Total 5846:				1,029.00	.00	
5941	PETHEALTH SERVICES INC	SIUN11261877	REGISTRATION ADOPTION	01/31/2018	4.85	.00	
	Total 5941:				4.85	.00	
6044	WESTERN MUNICIPAL CONST	17-26 #5	PROJ. TOJ 17-26- SPRING GUL	01/30/2018	58,995.00	.00	
	Total 6044:				58,995.00	.00	
6085	KELLER ASSOCIATES	0000003	PROJ #: 217097-000- MAP PREP	01/26/2018	932.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 6085:				932.50	.00	
6115	MOYA, PHIL	020718	HOUSING DEPOSIT RETURNED	02/07/2018	500.00	500.00	02/07/2018
	Total 6115:				500.00	500.00	
6116	GARDNER, ELYSSA	020718	BAIL REFUND #17-10-0048	02/07/2018	740.00	740.00	02/07/2018
	Total 6116:				740.00	740.00	
6117	WILSON, JOHN	020818	LEASE AGREEMENT	02/08/2018	10,000.00	.00	
	Total 6117:				10,000.00	.00	
	Grand Totals:				325,474.58	9,909.23	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

TOWN COUNCIL PROCEEDINGS

FEBRUARY 5, 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: Bob McLaurin, Larry Pardee, Roxanne Robinson, Kelly Thompson, Audrey Cohen-Davis, Lea Colasuonno, Kelly Thompson, Tyler Sinclair, Paul Anthony, Todd Smith, Justin Lancaster, Michelle Weber, Steve Ashworth, Brian Schilling, Brian Lenz, Jeremy Parker, Johnny Ziem, and Sandy Birdyshaw

Mayor Muldoon introduced new Jackson Police Officer Justin Lancaster and read a proclamation for the February 6th Law Enforcement Torch Run for the Wyoming Special Olympics.

A moment of silence was held for community member and photography David Swift who had recently passed away.

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

A. To approve the meeting minutes for the January 16, 2018 workshop and regular meeting as presented.

B. To approve the disbursements as presented. Jackson Curbside \$138.46, Carquest \$41.68, Cash \$172.08, Jackson Hole Chamber \$16.00, Ace Hardware \$551.44, Teton County Sheriff's Jail \$1656.00, Curran-Seeley \$12062.50, Delcon \$3357.70, High Country Linen \$2428.42, Caselle \$1198.67, Interstate Battery \$480.85, Interwest Supply \$2682.88, Jackson Hole News & Guide \$6172.72, Jorgensen Associates \$14213.86, LVPL \$13463.04, Senior Center \$20322.00, St John's Hospital \$825.00, Napa \$1347.67, Jackson Hole Community Counseling \$25000.00, Community Safety Network \$9000.00, Teton Motors \$2500.20, Teton Youth & Family Services \$40500.00, Knobe's Electronics \$20.13, Bruce Hayse \$1440.00, CDW-Government \$14900.00, Animal Care Clinic \$15.00, White Glove Cleaning \$955.26, Hunt Construction \$9593.62, Centurylink \$2089.77, Rendezvous Engineering \$10209.70, Gemplers \$93.99, Cummins Rocky Mountain \$106.65, Emerg-a-care \$477.00, Rotary Club \$320.00, Teton County Special Fire \$39505.78, Galls \$3312.00, Sunrise Environmental \$272.98, Wyoming Department of Health \$246.50, Energy Laboratories \$301.00, Motorola \$460.00, Teton County Clerk \$231723.25, Todd Smith \$594.50, Teton County Fund 10 \$24268.20, Western States \$100212.04, Core & Main \$6188.24, AT&T \$1286.50, Rafter J \$146.43, Verizon Wireless \$82.53, LGP \$1000.00, Mark Watkins \$77.04, Teton County Sheriff \$2198.92, Amerigas \$1227.67, Tom Guheen \$100.00, Kenworth \$359.06, Planet Jackson Hole \$504.00, Ranch Inn \$280.00, Yellow Iron \$310.00, Cast \$110.00, Teton County Fund 13 \$1190.44, Valley West Engineering \$16145.00, Meridian Engineering \$4723.95, ER Office Express \$1783.05, VISA \$18466.85, Clark Radio \$1863.60, Architectural Building Supply \$440.38, UPS \$44.40, Amsoil \$8559.47, Advanced Glass \$1195.00, Bob Lenz \$1468.10, Fish Creek Vet \$15.00, Omni Security \$242.00, Miller Sanitation \$2233.60, Thomson West \$1060.79, Respond First Aid \$108.55, Gillig \$4879.03, Commercial Tire \$480.28, Eleaven \$499.57, Warner Truck Center \$1135.09, Mailfinance \$463.47, Sherwin-Williams \$40.76, Long Building Technology \$42557.00, Meyring & Associates \$1889.16, Totalfunds \$1000.00, Coban Technologies \$240.00, C&A Cleaning \$9165.27, Jim Corsi \$160.00, Snake River Roasting \$387.60, Cellebrite \$3700.00, Industrial Technology \$2100.00, Advanced Pump \$2402.50, Big R \$212.29, Spradley Barr \$51924.00, Ridgeline Excavation \$8000.00, MHL Systems \$680.00, Control Systems Technology \$100.00, Dean's Pest Control \$140.00, Premier Vehicle Installation \$1399.93, Snow King Hotel \$3455.52, Wyoming Water Quality \$360.00, IACP \$150.00, Carl Pelletier \$80.00, Trefonas Law \$151.00, Titan Machinery \$111.25, Jackson Hole Security \$857.95, Cornforth Consultants \$812.00, Jackson Animal Hospital \$1016.36, Coca-Cola \$27.75, Wavingatyou \$42.100, Jelly Donut \$720.00, Brian Bilyeu \$440.00, FBI National Academy \$100.00, Routematch \$2227.89, Kellerstrass \$51770.72, Wrench it \$143.26, y2 Consultants \$1002.50, PSA World \$2332.89, Snake River MEP \$1475.00, John Tighe \$148.70, Ninety-Eight Electric \$9044.88, LEPCO \$158.00, Preform Printing \$176.55, Amazon \$2076.99, Teton Tools \$649.00, Dash Medical Gloves \$115.80, Pethealth \$19.40, City of Driggs \$1147.55, Bailey O'Neal \$100.00, Amy Faicco \$500.00, Hole Food Rescue \$1250.00, Raftelis \$6772.50, Keller Associates \$2565.00, Jamison Bauer \$61.30, Energy 1 \$997.45, Utah Polygraph \$250.00, Chemsearch \$557.80, Infinite Hydraulics \$1115.69, Reliable Logistic \$22.39, JWC Environmental \$13408.00, Anita Sullivan \$1000.00, The Alpine house \$50.00, Louis Centrella \$37.15m, WSP USA \$5290.00, Ryan Nichols \$100.00, Center of Wonder \$9000.00, Climb Wyoming \$2475.00

- C. **Temporary Sign Permit: National Elk Refuge.** To approve the temporary banner in conjunction with the National Elk Refuge, subject to three (3) conditions of approval.
- D. **Temporary Sign Permit: Shriner Club Winter Carnival.** To approve the temporary banner in conjunction with Jackson Hole Shrine Club, subject to three (3) conditions of approval.
- E. **Public Defender Contract Renewal.** To approve the renewal of the Public Defender contract as drafted by the Legal Department.
- F. **Underground Utility Easement from Bank of Jackson Hole to Town of Jackson.** To approve of the attached Underground Utility Easement and authorize the Mayor to execute it.
- G. **Utility Easement with Tim Sandlin and Carol Chesney.** To approve of the attached Utility Easement and authorize the Mayor to execute it.
- H. **Electric Distribution Easement to Bury Power Lines to the South Park Wildlife Habitat Management Area.** To approve an easement for a twenty (20) foot wide buried electrical power line at the Town of Jackson Wastewater Treatment Plant to the South Park Wildlife Habitat Management Area metal building.

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

Karns Meadow - Various Project Components and Environmental Assessment. Bob McLaurin, Brian Schilling, Tyler Sinclair, and Larry Pardee made staff comment. Public comment was given by Dan Peterson, Franz Camenzind, Loren Nelson, Carlin Gerard, Jenny Karns, and Tom Segerstrom of the Teton Conservation District.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to approve moving forward with the environmental analysis and direct the Town Manager to prepare a Memorandum of Understanding with the Jackson Hole Land Trust to cover the funding of this process. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed and the motion carried.

Identification Compliance Check Failures / Alcohol Sales to a Minor. Sandy Birdyshaw, Lea Colasuonno, Todd Smith, Audrey Cohen Davis made staff comment. Chris Hansen owner of Pizzeria Caldera made comment. Public comment was given Bob Strobel and Chris Hansen.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to suspend the restaurant liquor license held by Pizzeria Caldera, LLC dba Pizzeria Caldera for a minimum of 120 calendar days, beginning today February 5, 2018, and going through 11:59 PM on June 4, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Bid 18-07: 2018 Sidewalk Improvements Project. Jeremy Parker made staff comment.

A motion was made by Jim Stanford and seconded by Don Frank to approve the contract for the 2018 Sidewalk Improvements Project with GREGCO, LLC of Evanston, Wyoming in the amount of \$326,515.00, secure additional funding through 5th or 6th of SPET, and upon legal approval, authorize the Mayor to execute all necessary contract Agreements. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P17-213 -214: Conditional Use Permit and Development Plan at 112 Center Street. Paul Anthony and Todd Smith made staff comment. Jim Walter, John Carney, Jamie Yarrow made comment on behalf of the applicant.

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to continue item P17-213 -214 item to the March 5, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P17-192: Conditional Use Permit for three Parking Light Antennas in Hospital Parking Lot at 610 E. Broadway. A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue item P17-192 to the February 20, 2018 regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 18-03: Amendment #2 (6 Month) to the Fiscal Year 2018 Town Budget. Kelly Thompson made staff comment.

A motion was made by Bob Lenz and seconded by Don Frank to approve the resolution adopting amendments to the fiscal year 2018 budget.

RESOLUTION 18-03: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2018 BUDGET OF THE TOWN OF JACKSON.

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

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

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2018 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	303,908	-	303,908
Town Attorney	421,796	-	421,796
Municipal Judge	262,218	-	262,218
Administration	324,654	-	324,654
Town Clerk & Personnel	577,807	-	577,807
Finance	547,520	1,312	548,832
Planning	914,712	6,090	920,802
Information Technology	508,781	-	508,781
Town-Wide Services	218,347	-	218,347
Town Hall Building	178,049	-	178,049
PD Administration	519,835	-	519,835
PD Investigation	396,665	-	396,665
PD Patrol	2,895,322	-	2,895,322
PD Community Service	518,074	-	518,074
PD Special Operations	21,706	-	21,706
Building Inspections	366,635	-	366,635
Victim Services	239,960	-	239,960
Animal Shelter/Control	258,378	-	258,378
Public Works Administration	257,645	-	257,645
Streets	1,691,453	-	1,691,453
Town Engineer	473,667	-	473,667
Public Works Yard Operations	180,734	-	180,734
Public garage Operations	88,410	-	88,410
Cemetery	41,570	-	41,570
Social Services	675,838	-	675,838
Sports and Events Center	114,763	-	114,763
Public Amenities	101,080	-	101,080
Community Promotions	246,825	-	246,825
County-Budgeted Joint Programs	2,884,218	-	2,884,218
Transfers Out	4,633,415	-	4,633,415
Total General Fund	<u>20,863,985</u>	<u>7,402</u>	<u>20,871,387</u>
Affordable Housing	1,207,409		1,207,409
Total Affordable Housing Fund	<u>1,207,409</u>	<u>-</u>	<u>1,207,409</u>
Parking Exactions Fund	-		-
Total Parking Exactions Fund	<u>-</u>	<u>-</u>	<u>-</u>
Parks Exactions	-	9,706	9,706
Total Park Exactions	<u>-</u>	<u>9,706</u>	<u>9,706</u>
Employee Housing Fund	901,197		901,197
Total Employee Housing Fund	<u>901,197</u>	<u>-</u>	<u>901,197</u>
Animal Care Fund	35,500	-	35,500
Transfers Out	60,000	-	60,000
Total Animal Care Fund	<u>95,500</u>	<u>-</u>	<u>95,500</u>
Lodging Tax Fund	354,002		354,002
Transfers Out	377,801	-	377,801
Total Lodging Tax Fund	<u>731,803</u>	<u>-</u>	<u>731,803</u>

Expenditures and Other Uses	Approved Budget	Increase (Decrease)	Amended Budget
Vertical Harvest Fund	15,000		15,000
Total Vertical Harvest Fund	<u>15,000</u>	<u>-</u>	<u>15,000</u>
 Snow King-Snow Making Fund	 52,552	 -	 52,552
Total Snow King-Snow Making Fund	<u>52,552</u>	<u>-</u>	<u>52,552</u>
 START Administration	 598,556	 -	 598,556
START Operations	3,458,493	-	3,458,493
START Capital	2,401,250	-	2,401,250
START Indirect Cost Allocations	52,617	-	52,617
Total START Fund Expenditures	<u>6,510,916</u>	<u>-</u>	<u>6,510,916</u>
 Capital Outlay	 5,706,348	 105,939	 5,812,287
Total Capital Projects Fund	<u>5,706,348</u>	<u>105,939</u>	<u>5,812,287</u>
 Capital Outlay	 35,000	 -	 35,000
Total 2006 SPET	<u>35,000</u>	<u>-</u>	<u>35,000</u>
 Capital Outlay	 1,310,933	 214,668	 1,525,601
Total 2010 SPET	<u>1,310,933</u>	<u>214,668</u>	<u>1,525,601</u>
 Capital Outlay	 1,365,000	 -	 1,365,000
Total 2014 SPET	<u>1,365,000</u>	<u>-</u>	<u>1,365,000</u>
 Capital Outlay	 7,478,268	 -	 7,478,268
Total 2016 SPET	<u>7,478,268</u>	<u>-</u>	<u>7,478,268</u>
 Capital Outlay	 2,901,000	 -	 2,901,000
Total 2017 SPET	<u>2,901,000</u>	<u>-</u>	<u>2,901,000</u>
 Water Maintenance & Operation	 743,642	 -	 743,642
Water Wells	249,135	-	249,135
Water Billing & Accounting	165,148	-	165,148
Water Capital Outlay & Improvements	1,035,000	-	1,035,000
Water Loan Expenditures	108,220	8,977	117,197
Water Transfers Out	488,734	-	488,734
Sewage Plant Operations	835,875	-	835,875
Sewage Maint. & Operations	348,791	-	348,791
Sewage Billing & Accounting	164,640	-	164,640
Sewage Capital Outlay & Improvements	3,470,792	48,064	3,518,856
Sewage Transfers Out	488,734	-	488,734
Total Enterprise Funds	<u>8,098,711</u>	<u>57,041</u>	<u>8,155,752</u>
 Employee Insurance	 2,308,300	 -	 2,308,300
Total Insurance Fund	<u>2,308,300</u>	<u>-</u>	<u>2,308,300</u>
 Fleet Expenditures	 1,928,955	 4,167	 1,933,122
Total Fleet Management Fund	<u>1,928,955</u>	<u>4,167</u>	<u>1,933,122</u>
 Central Equipment Expenses	 958,500	 -	 958,500
Transfers Out	-	13,129	
Total Central Equipment Fund	<u>958,500</u>	<u>13,129</u>	<u>958,500</u>
 IT Services	 824,677	 -	 824,677
Total IT Service Fund	<u>824,677</u>	<u>-</u>	<u>824,677</u>

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	7,121,392	-	7,121,392
Licenses & Permits	888,600	-	888,600
Intergovernmental Revenue	9,751,432	-	9,751,432
Charges for Services	641,273	-	641,273
Fines & Forfeitures	403,194	-	403,194
Miscellaneous Revenue	145,757	-	145,757
Transfers In	1,090,085	-	1,090,085
Total General Fund	<u><u>20,041,733</u></u>	<u><u>-</u></u>	<u><u>20,041,733</u></u>
Licenses & Permits	30,000	-	30,000
Miscellaneous Revenue	10,000	-	10,000
Transfers In	1,182,409	-	1,182,409
Total Affordable Housing Fund	<u><u>1,222,409</u></u>	<u><u>-</u></u>	<u><u>1,222,409</u></u>
Licenses & Permits	1,000	-	1,000
Miscellaneous Revenue	200	-	200
Total Parking Exactions	<u><u>1,200</u></u>	<u><u>-</u></u>	<u><u>1,200</u></u>
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	100	-	100
Total Park Exactions	<u><u>10,100</u></u>	<u><u>-</u></u>	<u><u>10,100</u></u>
Miscellaneous Revenue	200,860	-	200,860
Transfers In	300,000	-	300,000
Total Employee Housing Fund	<u><u>500,860</u></u>	<u><u>-</u></u>	<u><u>500,860</u></u>
Miscellaneous Revenue	70,600	-	70,600
Total Animal Care Fund	<u><u>70,600</u></u>	<u><u>-</u></u>	<u><u>70,600</u></u>
Taxes	731,603	-	731,603
Miscellaneous Revenue	200	-	200
Total Lodging Tax Fund	<u><u>731,803</u></u>	<u><u>-</u></u>	<u><u>731,803</u></u>
Contributions & Donations	27,200	-	27,200
Total Vertical Harvest Fund	<u><u>27,200</u></u>	<u><u>-</u></u>	<u><u>27,200</u></u>
Contributions & Donations	52,752	-	52,752
Total Snow King Snow Making Fund	<u><u>52,752</u></u>	<u><u>-</u></u>	<u><u>52,752</u></u>
Intergovernmental Revenue	4,385,326	-	4,385,326
Charges for Services	1,278,376	-	1,278,376
Miscellaneous Revenue	4,500	-	4,500
Transfers In	377,801	-	377,801
Total START Fund Revenues	<u><u>6,046,003</u></u>	<u><u>-</u></u>	<u><u>6,046,003</u></u>
Intergovernmental	1,928,424	-	1,928,424
Miscellaneous Revenue	27,200	-	27,200
Transfers In	3,151,006	-	3,151,006
Total Capital Projects Fund	<u><u>5,106,630</u></u>	<u><u>-</u></u>	<u><u>5,106,630</u></u>
Miscellaneous Revenue	1,100	-	1,100
Total 2006 SPET	<u><u>1,100</u></u>	<u><u>-</u></u>	<u><u>1,100</u></u>
Miscellaneous Revenue	5,200	-	5,200
Total 2010 SPET	<u><u>5,200</u></u>	<u><u>-</u></u>	<u><u>5,200</u></u>
Taxes	-	-	-
Miscellaneous	13,800	-	13,800
Total 2014 SPET	<u><u>13,800</u></u>	<u><u>-</u></u>	<u><u>13,800</u></u>
Taxes	2,154,000	-	2,154,000
Miscellaneous	30,000	-	30,000
Total 2016 SPET	<u><u>2,184,000</u></u>	<u><u>-</u></u>	<u><u>2,184,000</u></u>
Taxes	2,900,000	-	2,900,000
Miscellaneous	1,000	-	1,000
Total 2017 SPET	<u><u>2,901,000</u></u>	<u><u>-</u></u>	<u><u>2,901,000</u></u>

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Water Charges for Services	2,425,759	-	2,425,759
Water Miscellaneous	21,000	-	21,000
Sewage Charges for Services	3,632,069	-	3,632,069
Sewage Miscellaneous	20,000	-	20,000
Total Enterprise Funds	<u><u>6,098,828</u></u>	<u><u>-</u></u>	<u><u>6,098,828</u></u>
Charges for Services	2,507,117	-	2,507,117
Miscellaneous Revenue	2,500	-	2,500
Total Employee Insurance Fund	<u><u>2,509,617</u></u>	<u><u>-</u></u>	<u><u>2,509,617</u></u>
Charges for Services	1,981,120	-	1,981,120
Miscellaneous Revenue	500	-	500
Transfers In	-	-	-
Total Fleet Management Fund	<u><u>1,981,620</u></u>	<u><u>-</u></u>	<u><u>1,981,620</u></u>
Charges for Services	433,700	-	433,700
Miscellaneous Revenue	129,500	-	129,500
Total Central Equipment Fund	<u><u>563,200</u></u>	<u><u>-</u></u>	<u><u>563,200</u></u>
Charges for Services	680,757	-	680,757
Miscellaneous Revenue	200	-	200
Transfers In	-	-	-
Total IT Service Fund	<u><u>680,957</u></u>	<u><u>-</u></u>	<u><u>680,957</u></u>
CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(822,252)	(7,402)	(829,654)
Affordable Housing	15,000	-	15,000
Parking Exactions Fund	1,200	-	1,200
Park Exactions Fund	10,100	(9,706)	394
Employee Housing Fund	(400,337)	-	(400,337)
Vertical Harvest Fund	12,200	-	12,200
Snow Making Fund	200	-	200
Animal Care Fund	(24,900)	-	(24,900)
Lodging Tax Fund	-	-	-
Start Fund	(464,913)	-	(464,913)
Capital Projects	(599,718)	(105,939)	(705,657)
2006 SPET	(33,900)	-	(33,900)
2010 SPET	(1,305,733)	(214,668)	(1,520,401)
2014 SPET	(1,351,200)	-	(1,351,200)
2016 SPET	(5,294,268)	-	(5,294,268)
Enterprise Funds	(1,999,883)	(57,041)	(2,056,924)
Employee Insurance Fund	201,317	-	201,317
Fleet Management Fund	52,665	(4,167)	48,498
Central Equipment Fund	(395,300)	(13,129)	(408,429)
IT Services Fund	(143,720)	-	(143,720)

PASSED, APPROVED, AND ADOPTED THIS 5TH DAY OF FEBRUARY, 2018.

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

Matters from Mayor and Council.

Bike Conference Sponsorship. Jim Stanford made comment on the May 2018 Wyoming Bike, Walk, Trail Summit coming to Jackson and the Council held discussion. A motion was made by Don Frank and seconded by Bob Lenz to direct staff to provide funding for the conference from the Community Promotion/Local Promotion line item in the amount of \$1,500.00 upon receipt of a voucher for this purpose and direct staff to include the additional funds in the next budget amendment for FY18. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Lodging Tax Educational Campaign. Hailey Morton Levinson made comment and the Council held discussion. A motion was made by Bob Lenz and seconded by Don Frank to authorize the expenditure of \$10,000 over FY18 and FY19 on an educational campaign for the Lodging Tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Pete Muldoon made comment on his invitation from Jackson Hole Center for Global Affairs to participate in a trip to Yanqing, China. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to authorize travel for the Mayor to participate in the Jackson Hole Center for Global Affairs trip to Yanqing, China from February 27 to March 2, 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Town Manager's Report. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept the Town Manager's Report. The Town Manager's Report contained an update on Records Management Software for the Police Department, a Master Lease in Cottonwood Park, and Spanish Language Outreach. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:20 p.m.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
minutes: spb
Published JH News & Guide: February 14, 2018

TOWN COUNCIL PROCEEDINGS

FEBRUARY 6-7, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session as a retreat at the Grandview Lodge at Snow King Resort, 537 Snow King Loop Road at 8:12 a.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.

FACILITATOR: Michael McNally, Aivia Corporation

STAFF: Bob McLaurin, Audrey Cohen-Davis, Roxanne Robinson, Larry Pardee, Carl Pelletier, Kelly Thompson, Todd Smith, Michael Palazzolo, Tyler Sinclair, Tom Newland, April Norton, Darren Brugmann, Brady Hansen, and Sandy Birdyshaw

Council Reaffirm/Modify Retreat Agenda and Agree on Retreat Outcomes. Bob McLaurin reviewed the agenda and the purpose of various agenda items listed.

Michael McNally facilitated Discussion on Roles and Responsibilities, Public Service, Governance, Leadership & Culture, Vision, Mission, and Values. Discussion among the Council included roles and responsibilities of the Mayor, Individual Councilmembers, Town Council, Town Manager, Town Attorney, and Town Staff; governance roles of the Mayor, Council, and Staff; working agreements between the Council; elements of an effective group or interaction; ground rules; and communication.

The meeting recessed at 10:19 a.m. and reconvened at 10:40 a.m.

Vision and Values from the Comprehensive Plan & Core Services. Tyler Sinclair, Larry Pardee, and Bob McLaurin presented an overview of the Town's community vision, common values of the community character, and the Town's purpose, mission, and core services.

Financial Overview. Bob McLaurin and Kelly Thompson provided an overview of the Town's budget, the General Fund Five Year Model, Utility Funds Overview, and the current Capital Project update.

The meeting recessed at 11:51 a.m. and reconvened at 12:28 p.m.

Strategic Thinking. Bob McLaurin discussed short term goals through the end of this year, midterm goals through the year 2020, and long term goals for the next five years for each major department.

The meeting recessed at 2:15 p.m. and reconvened at 2:53 p.m.

The discussion on goals and strategic thinking continued.

Discussion on Major Issues and Workshop Items. Bob McLaurin, Roxanne Robinson, Tyler Sinclair led discussion on a SPET election, a town property tax to support Fire/EMS, and the Snow King Master Plan public engagement.

The meeting recessed at 4:20 P.M. and reconvened the following morning, on February 7, 2018 at 8:11 A.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.

FACILITATOR: Michael McNally, Aivia Corporation

STAFF: Bob McLaurin, Audrey Cohen-Davis, Roxanne Robinson, Larry Pardee, Carl Pelletier, Kelly Thompson, Todd Smith, Michael Palazzolo, Tyler Sinclair, Tom Newland, April Norton, Darren Brugmann, Brady Hansen, and Sandy Birdyshaw

Council Business: Liaison assignments, Legal Issue Review, Landslide Update. Roxanne Robinson led discussion on council liaison assignments and a request from the Board of Health for a town representative; use of the meeting consent calendar, length of presentations, meeting schedule, and proposed items for the joint retreat on March 12. Audrey Cohen-Davis led discussion on matters in the legal department, and matters dealing with risk management.

Discussion on Major Issues and Workshop Items (continued). Steve Ashworth and April Norton led discussion on municipal campground. Tyler Sinclair and Audrey Cohen-Davis led discussion on food truck regulations and a draft legislation; and managed parking and the schedule of the parking study. Larry Pardee led discussion on a pilot project to create pedestrian zones around town square. Roxanne Robinson led discussion on the rodeo grounds and the fair lease. Larry Pardee and Brian Schilling led discussion on Pathways projects. Bob McLaurin led discussion on Imagine Jackson, the downtown post office, and expanded mail delivery. Larry Pardee led discussion on pedestrian signaling in the downtown core.

Wrap Up and Next Steps. Michael McNally facilitated a wrap up discussion of the retreat.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned on February 7, 2018 at 11:15 A.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
minutes: spb
Published JH News & Guide: February 14, 2018

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JANUARY, 2018**

During the month of January, the court received \$48,018 in fines, fees, and forfeitures.

770 new cases were docketed: 578 parking citations, 192summons

66 cases were dismissed: 28 parking violations

The abbreviations used below are: BF=forfeiture, GP=pled guilty or nolo contendere, G=found guilty at trial, NG=found not guilty at trial, R=restitution, Pr=probation, CS=community service, DP=deferred prosecution, D=dismissed, DTS=dismissed for traffic school, S=suspended sentence, FTA=failed to appear, DA=deferred adjudication, FTCS=failure to complete sentence.

CLOSED CASES

NAME	CITATION	OFFENSE	DISPOSITION	\$
ABURTO GARCIA, JESSICA	186004150AA	Speeding in a School Zone 29/20	BF	170
AGRISS, MARJORIE E	186004004AA	No display of current registration	D-Per Motion from the Town	0
AGUAYO, TINA J.	03164L	Stop Sign Violation	BF	120
ALEGRE, NICOLAS C	94247J	Public intoxication	BF	110
ANDERSON, JOHN ROBERT	186002196AA	No display of current registration	BF	125
ANDREWS, CHRISTOPHER	22136D	Contributing delinquency minor	BF	500
ANSELIN, ALEXIS CHARLES	186004505AA	Following too Close	BF	75
AVERILL, SARAH ANN	186004307AA	Use of cell phone while driving prohibited	BF	65
BAERGA, CHRISTIAN	19602K	Interference w/PD: Resisting officer	BF	750
BALDERAS, CHRISTIAN MICHAEL ABERN	186001433AA	Failure to stop at a red light	BF	135
BARADARHERISTCHIAN, BOZORGMEHR	186004001AA	Stop Sign Violation	BF	135
BARNHART, SCOTT WESLEY	186004710AA	Opening & closing Veh doors when reasonable safe	BF	85
BARTON, THOMAS RAYMOND	186001966AA	Public intoxication	BF	110
BAUTISTA-SANCHEZ, MARIA L	03162L	No Driver's license	BF	420
BAUTISTA-SANCHEZ, MARIA L	03161L	Stop Sign Violation	BF	120
BELK, SAMUEL C	03351L	Speeding urban - 30 mph zone 50/30	BF	140
BICKNER, LLOYD JOHN	186004714AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
BLACKBURN, MELISSA JANE	186004601AA	Speeding 30 mph Zone 45/30	BF	120
BLODGETT, GARRETT HUGH	186003434AA	No display of current registration	BF	63
BLODGETT, GARRETT HUGH	186003435AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
BOND, MORGAN ELIZABETH	186004224AA	Use of cell phone while driving prohibited	BF	75
BOOS, DANIEL PAUL	186001429AA	Failure to stop at a red light	BF	125
BREWER, MARK WELDON	186004603AA	Speeding 30 mph Zone 49/30	BF	136
BROCKELBANK, MARIAH L	186003430AA	Speeding urban - 30 mph zone 50/30	BF	140
BURDUJAN, OLEG	186004703AA	Speeding 30 mph Zone 40/30	BF	110
BUSH, KATHERINE	186004000AA	No Driver's license	BF	100
BYRON, JOSEPH	186004452AA	No display of current registration	BF	63
CARRILLO MUNGUA, PEDRO	186004507AA	Failure to stop at a red light	BF	125
CEDENO, OLVIN JOSE	186002494AA	Speeding urban - 30 mph zone 45/30	BF	120
CEDENO, OLVIN JOSE	186002493AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
CHAPA MUNGUA, JUAN	186004214AA	Stop Sign Violation	BF	135
COCIUL, ALEXANDRU	186002336AA	Speeding 44/30	BF	108
COSTNER II, JAMES LEE	186003427AA	Use of cell phone while driving prohibited	BF	65
COX, NICOLE J.	11381J	Failure to maintain liability coverage	BF	550
DABAH, KIM R	186002794AA	Following too Close	BF	75
DAVOODY, AMIRPARVIZ RIAZ	186001436AA	Use of cell phone while driving prohibited	BF	65
DAWSON, SAMUEL MANNING	186003942AA	Failure to maintain liability coverage	BF	200
DAWSON, TED	186004503AA	Speeding 30 mph Zone	D-Per Motion from the Town	0
DEWEY, JASON MICHAEL	186002901AA	Use of cell phone while driving prohibited	BF	75
DIAZ, SONIA	186002495AA	Speeding 30 mph Zone 46/30	BF	124
DIAZ, SONIA	186002496AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
DOANE, JEFFREY ELLSWORTH	186003891AA	Stop Sign Violation	D-TS	0
EDWARDS, ANTHONY ALLEN	19468K	Public intoxication	S	110
EDWARDS, ANTHONY ALLEN	95984J	Public intoxication	S	110
EDWARDS, ANTHONY ALLEN	95983J	Public intoxication	S	110
ELGEE, LAURA ANNE	19261J	Public intoxication	BF	110
ENDLER, BAILEY MATTHEW	186004504AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
ENLOW, SHANNON PATRICIA	186004204AA	Speeding 52/30	BF	178
ENRIGHT, MICHAEL FRANCIS	186004225AA	Speeding 40/30	BF	110
ESGUERRA, MIGUEL ERNESTO	186002263AA	Public intoxication	BF	110
FARLEY, AUSTIN ALAN	186004608AA	Failure to maintain liability coverage	D- Valid Proof Provided	0

FLETCHER, ADAM GRAY	186004136AA	No display of current registration	BF	63
FORRESTEL, MADELINE ANNE SELZO	186002490AA	Speeding urban - 30 mph zone	D-TS	0
Frantz, Gay Lyn	95881J	Driving/Control of vehicle while intox	DA- under 7.13.301	0
GARCIA MEJIA, GERANDO CRUZ	11366J	Failure to stop at a red light	BF	110
GARCIA SANCHEZ, HORACIO	186004653AA	Marijuana: use and/or possession	D-Per Motion from the Town	0
GEORGE, RILEY	186004141AA	Minor in bar/use fake ID to obtain alcohol	D-DP	0
GOMEZ, EMILY CATHERINA	186004003AA	Required to stop on flashing red signal	BF	125
GORDON, JAMES RAY	186004309AA	Failure to stop at a red light	D-Per Motion from the Town	0
GRIFFITHS, GUITA B	186003428AA	Speeding 30 mph Zone 47/30	BF	128
HAKOSHIMA, HENRY MARC	186004720AA	Stop Sign Violation	BF	125
HALTOM, BRANDON REID	186004722AA	Speeding 30 mph Zone	D-Per Motion from the Town	0
HANGANU, FLORIN A	03163L	Use of hand-held electronic device while driving	BF	75
HANSEN, CHRISTOPHER R.	22137D	Contributing delinquency minor	BF	500
HARDESTY, JEREMIAH	186004226AA	Public intoxication	BF	110
HARDESTY, JEREMIAH DAVID	186002260AA	Public intoxication	BF	110
HAWKINS, AUDRA LYN	186002197AA	Speeding 30 mph Zone 40/30	BF	100
HIBBERD, FREDERICK HYDE	186003423AA	Speeding 30 mph Zone 47/30	BF	128
HORST, OLIVER D	186002337AA	Speeding 46/30	BF	112
HORST, OLIVER D	186002339AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
HORST, OLIVER D	186002338AA	No Driver's license	D-Per Motion from the Town	0
HUGHES, COLLEEN MAY	186002111AA	Driving/Control of vehicle while intox	DA- under 7.13.301	0
HUTA, JENNIFER LOUISE	186004221AA	Use of cell phone while driving prohibited	BF	75
HUTCHINS, ROBERT LLOYD	186003572AA	Public intoxication	BF	110
JAKUBIK, GREGORY	11367J	Public intoxication	BF	110
JOCH, ALEXANDER G	186004606AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
JONES, ANTHONY STEPHEN MARK	186003429AA	Public intoxication	BF	110
JONES, PENNY M	186004222AA	Stop Sign Violation	BF	135
Kalenak, Andrew T.	21111D	Dog at Large	GP	50
Kalenak, Andrew T.	21110D	Dog Bite: Open Wound	GP	100
KAPLAN, KENTYN ELIZABETH	186004651AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
KENDELL, JULIE EDGE	186002242AA	Speeding urban - 30 mph zone 42/30	BF	108
KOEKKOEK, PETER TOBIAS	186002340AA	Use of cell phone while driving prohibited	BF	65
KONRAD, MICHAEL LEE	186000692AA	Speeding 30 mph Zone 50/30	BF	140
KRAUSS, NICHOLAS A.	11419J	No display of current registration	BF	55
KUKRAL, JULIA JOAN	186003431AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
LARSON, KATRINA IRENE	03067L	Driving under suspension	BF	50
LITTLEFIELD, JACKSON	186004908AA	Failure to yeild ROW	BF	75
LITTLEFIELD, JACKSON	186004909AA	No display of current registration	BF	125
LONDONO ZUNIGA, ALEJANDRA	186002582AA	Speeding 30 mph Zone 51/30	BF	144
LONG, PETER JAMES	186004218AA	Use of cell phone while driving prohibited	BF	75
LONG, PETER JAMES	186004096AA	Stop Sign Violation	D-TS	0
LUNA JUAREZ, NESTOR J	186002333AA	Speeding 39/30	BF	60
LYON, BRYCE ELRAY	186002250AA	Stop Sign Violation	BF	125
MARTIN, TYLER VAN	186004143AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
MEINERS, ALEXANDRA AUGUSTINE	186003933AA	Speed Limits Generally 41/25	BF	122
MILLIGAN GREEN, JESSE ROBERT	186003433AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
MOCK, KEVIN ROBERT	186004501AA	Use of cell phone while driving prohibited	BF	65
MORALES, CRISANTO TZOMPA	186003439AA	Failure to maintain liability coverage	D- Valid Proof Provided	0

MOWER, PAUL JOHN	186004215AA	No headlights when dark	BF	85
MURPHY, ANNA K	186003422AA	Speeding 30 mph Zone 43/30	BF	112
NELSON, ROBERT	186001435AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
NEVINS, JUSTIN K	186003998AA	No display of current registration	BF	63
NORTON, JOSEPH SITTERUD	186004220AA	Speeding 31/20	BF	112
OBRITSCH, BRIAN LEE	186004506AA	Failure to stop at a red light	BF	125
ODDEN, TYSON D	186002335AA	Speeding 43/30	BF	106
ORTEGAHERNANDEZ, SAMUEL	186004652AA	Speed Limits Generally 47/25	BF	178
PARK, NATHAN JOHN	186001964AA	Unsafe backing	BF	75
PERDOMO-LOZADA, JOSUE	186003425AA	No Driver's license	BF	410
PHAM, ASHLEE B	11382J	Speeding urban - 30 mph zone 55/30	BF	160
POLLOCK, CHAD WILLIAM	186003934AA	Damage to attended vehicle or property	BF	235
POMPI, JILL A	186003437AA	Speeding faster than reasonable and prudent	BF	75
PONCE RAMIREZ, FRANCISCO	186004308AA	UNSAFE TURNING MOVEMENT	BF	75
RAYNER, SARA L	186002332AA	Speeding urban - 30 mph zone 39/30	BF	60
ROBINSON, KATHRYN VIRGINIA	186002497AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
ROSE, CHRISTOPHER M	186002334AA	Speeding 39/30	BF	60
ROSSI, GARY M	186002499AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
SABON, PATRICIA MARIE	186004502AA	Speeding 30 mph Zone	D-Per Motion from the Town	0
SCHAUERMAN, COLLIN J	186002266AA	Use of cell phone while driving prohibited	BF	75
SCHAUERMAN, COLLIN J	186002267AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
SCHELLER, JOSHUA CHARLES	03157L	Ground Transportation Business License Required	BF	100
SCHELLER, JOSHUA CHARLES	19588K	Operator W/O GTB Required Insurance	BF	100
SCHELLER, JOSHUA CHARLES	19587K	Operator's Permit Required	BF	100
SCHELLER, JOSHUA CHARLES	03158L	Vehicle Permit Required	BF	100
SCHILZ, JEREMIAH JOHN	186002909AA	Failure to stop at a red light	BF	60
SCHWERTFGER, ANDREW JERIMIAH	186004711AA	Failure to maintain liability coverage	BF	50
SCHWERTZ, JOHN L	186004660AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
SMITH, BENJAMIN W	186004094AA	Marijuana: use and/or possession	BF	250
SMITH, CLAYTON SILAS	186003087AA	Failure to maintain liability coverage	BF	420
SMITH, JOEL	186004090AA	Breach of peace	BF	110
SOLLITT, HENRY MARSHALL	186003432AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
STEWART, GRANT H	186004910AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
STROBEL, RICK ALLEN	186004167AA	Speeding 40/30	BF	100
SWENSON, WILLIAM ROBERT	186004310AA	Speeding 30 mph Zone 45/30	BF	130
SWIGERT, ALEX M.	11420J	Stop Sign Violation	D-TS	0
SZUCS, THOMAS B.	22134D	Contributing delinquency minor	BF	500
TAOW, SVEN DAVID	186004166AA	Speeding 30 mph Zone 38/40	BF	60
TEAR, THOMAS HAMISH	186003999AA	Speed too fast for conditions	BF	85
TKACH, ROMAN ALEKSANDROVICH	186000695AA	Speeding 30 mph Zone	D-Per Motion from the Town	0
TROIAN, VIOLETA	186002265AA	No display of current registration	BF	120
TSANG, KIN KEI	186003348AA	Failure to stop at a red light	D-TS	0
URBINA, AARON M	11330J	Unlawful Contact or Touching	D-DP	0
VANBUREN, BRANDON BLAIR	186003426AA	Speeding urban - 30 mph zone 52/30	BF	148
VAZQUEZ VAZQUEZ, GABRIEL	186004725AA	Following too Close	BF	85
VAZQUEZ VAZQUEZ, GABRIEL	186004726AA	No Driver's license	BF	420
WALLS, GABRIEL RYAN	186003716AA	Speeding 57/40	BF	148
WAWROSE, ANN MARIE	186004914AA	Speeding 30 mph Zone 46/30	BF	124
WEARIN, MICHAEL ROSS	186001424AA	Public intoxication	BF	110
WEBER, WILLIAM HUNTER	186003947AA	Failure to yeild to emergency vehicle	BF	135
WEBER, WILLIAM HUNTER	186003948AA	Speeding 30 mph Zone	D-Per Motion from the Town	0
WEBER, WILLIAM HUNTER	186003949AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
WHITBY, CHRISTINE R	03007L	Provide alcohol to person <21-MUST APPEAR	GP	300
WICKS, STEPHANIE LYN	186004654AA	Stop Sign Violation	BF	135
WINDLE, BRYNDON JAMES	186002915AA	Failure to stop at a red light	BF	135
WOODRUFF, HEATH RAYMOND	186002910AA	Public intoxication	BF	110
WOODWARD, EIVIND WARREN	186004227AA	Stop Sign Violation	BF	125
WOOLERY, SHARRIE ELLENE	186002270AA	Use of cell phone while driving prohibited	BF	75
WOOLERY, SHARRIE ELLENE	186002271AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
ZABROSKY, ZACHARY JAMES	186004724AA	Failure to maintain liability coverage	D- Valid Proof Provided	0
ZAIST, REBECCA JEAN	186004457AA	No display of current registration	BF	63
ZOLNOWSKY, MEGAN LOUISE	186004124AA	Speeding in a school zone 28/20	BF	160



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: February 1, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Energy Conservation Works
DEPARTMENT DIRECTOR: Phil Cameron
PRESENTER: Phil Cameron

SUBJECT: Recommendation from Energy Conservation Works for use of 2010 Specific Purpose Excise Tax (SPET) – Local Government Shared Solar Project

STATEMENT/PURPOSE

In August 2010 the Town of Jackson was the sponsoring entity for the taxpayer-approved SPET ballot item #6 Energy Conservation Measures for Public Buildings in the amount of \$3,790,000. Therefore, the Town of Jackson receives the funds from the Teton County Treasurer and disburses those funds pursuant to the ballot language.

The purpose of this report is to present a recommendation from the Energy Conservation Works Joint Powers Board for \$500,000 in funding from the 2010 Energy SPET Fund (Item #6) for matching funds towards the proposed Local Government Shared Solar Project, proposed at the Town of Jackson Wastewater Treatment Plant.

BACKGROUND/ALTERNATIVES

Energy Conservation Measures for Public Buildings was described on the ballot as:

For the funding of energy audits, planning, design, construction of energy efficiency measures and local distributed renewable energy generation in the Town of Jackson, Teton county or component units of Teton County, and/or Special District's buildings, structures, and/or facilities. To the extent necessary and allowed by law, the pledge to or payment of debt service and/or lease payments thereon the project.

In late 2009 a Memorandum of Understanding was signed by Town (TOJ), County (TC), and Lower Valley Energy (LVE) with the goals of implementing the mission of the Jackson Hole Energy Sustainability Project. In August, 2011 a Jackson Hole Energy Sustainability Project (JHESP) Joint Powers Board (JPB) was appointed. JHESP was re-branded as Energy Conservation Works in 2014. Recognizing that energy costs for valley residents will be higher in the future, and that LVE is a co-op whereby all users benefit from energy savings, Energy Conservation Works has the following mission: Energy Conservation Work provides LEADERSHIP, IMPLEMENTATION, and EDUCATION specific to energy conservation, energy sustainability, and energy efficiency.

The Town of Jackson, working with Energy Conservation Works, Lower Valley Energy, and Teton County has proposed the construction of a Local Government Shared Solar Project. The project is proposed for construction at the Town of Jackson's Waste Water Treatment, adjacent to what is already the largest installed solar farm in the state. This project will be the first in the state to employ Virtual Net Metering, where the energy produced at the facility will be virtually credited to other accounts on the local grid, rather than to the meter at the point of generation.

The *Local Government Virtual Net Metering Solar Interconnection Agreement* was approved at the August 7th, 2017, meeting of the Jackson Town Council. That agreement set forth a partnership between the Town and Lower Valley Energy (LVE) that will allow the Town to generate new electrical energy from a Solar Power Facility (SPF), through Virtual Net Metering (VNM), located at the Jackson Wastewater Treatment Plant. The Town agrees to construct, own, and operate the new SPF to generate the new additional electrical power.

Subsequently, both the Town of Jackson and Teton County have approved the Government Agency Shared Solar Customer agreement, between the Town and the County. This agreement defines the participation of Teton County in the SPF, proposed by the Town. From the attached staff report on this agreement:

Each Customer will be given credit for a portion of the SPF monthly kWh output, based on each Customer's capital investment into the SPF project. Further, each Customer will also be responsible for their pro-rata share of the yearly insurance and maintenance costs associated with the SPF, to be invoiced by the Town each fiscal year. For example, if a Customer sponsors 25% of the SPF project, that Customer account will be credited 25% of the total monthly electrical output from the SPF and will also be responsible for 25% of the yearly maintenance and insurance costs.

The Board of Teton County Commissioners has approved the use of \$250,000 in Energy Mitigation Funds towards the County's participation in the project.

The ECW JPB has formed a Projects Committee to evaluate, assess, and prioritize the eligible public projects. The JPB recommended SPET funding for this Virtually Net Metered Solar Producing Facility at the Town of Jackson's Waste Water Treatment Plant.

The JPB believes this project is appropriate for this funding and voted unanimously to recommend 2010 Energy SPET funding in the amount \$500,000 towards this project. These funds would match those of both the Town of Jackson and Teton County, divided based on their pro rata share of initial investment. The resulting energy credits generated at the facility will be distributed based on this initial investment. The ECW JPB felt the project meets the letter and intent of the SPET initiative. The project also meets the following initiatives:

- Town Councils' strategic intent of "Environmental Stewardship,"
- ECW's Mission/Purpose
- Jackson/Teton County Comprehensive Plan: Ecosystem Stewardship: Common Value 1 (CV1) of Community Character:

Policy 2.1.c: Increase local use and generation of renewable energy

Using solar, wind, geothermal, and/or hydro energy that has less impact to the climate is the community's preference. The community will work with local utilities and other agencies, nonprofits, and businesses to identify local renewable energy generation opportunities so that it is not necessary to add non-renewable energy sources to the community's energy portfolio. Integration of renewable energy into the community's energy portfolio should be done consistently with the community's Vision.

Policy 2.1.d: Allow and encourage onsite renewable energy generation Production of energy from renewable sources on individual properties should be allowed and encouraged. The transmission of electricity is extremely inefficient. Reducing that component of our energy infrastructure could result in a large cumulative decrease in demand for non-renewable energy. Exemptions to Town and County regulations should be considered to facilitate the installation of on-site renewable energy sources. The community will also explore incentives for on-site renewable energy, utilizing best available practices.

It is important to keep in mind that because we are all members of LVE that when one person, business, or public entity saves energy, we all save money and hence keeping rates low for all.

The Town Council has many options to consider including:

1. Approval of SPET funds as recommended by the ECW Joint Powers Board.
2. Discussion of the recommendation from the ECW Joint Powers Board and continuance of action in order to gain further information.
3. Other
4. Take no action.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

This project is directly in alignment with the Council's Statement of Strategic Intent related to Environmental Stewardship.

ATTACHMENTS

Customer Agreement Staff Report

Customer Agreement

LVE Agreement Staff Report

LVE Agreement

FISCAL IMPACT

500,000 in funds from the 2010 Energy SPET Fund (Item #6).

STAFF IMPACT

Staff impacts include: time to prepare contract documents, legal review & approval, and project management.

LEGAL REVIEW

Complete

RECOMMENDATION

The Energy ECW JPB recommends the Town Council approve the expenditure of \$500,000 from the 2010 Energy SPET Fund (Item #6) towards the construction of the Local Government Shared Solar Project.

SUGGESTED MOTION

I move to approve the expenditure of \$500,000 from the 2010 Energy SPET Fund (Item #6) towards the construction of the Local Government Shared Solar Project.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: January 31, 2018
MEETING DATE: **October 16, 2017**

SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Larry Pardee
PRESENTER: Johnny Ziem, Wastewater Manager

SUBJECT: Government Agency Shared Solar Customer Agreement

STATEMENT/PURPOSE

To present a Government Agency Shared Solar Customer Agreement to allow the Town to enter into an agreement(s) with any approved and qualifying government agency to sponsor new electrical energy output from a Solar Power Facility located at the Town of Jackson Wastewater Treatment Plant.

BACKGROUND/ALTERNATIVES

The *Local Government Virtual Net Metering Solar Interconnection Agreement* was approved at the August 7th, 2017, meeting of the Jackson Town Council. That agreement set forth a partnership between the Town and Lower Valley Energy (LVE) that will allow the Town to generate new electrical energy from a Solar Power Facility (SPF), through Virtual Net Metering (VNM), located at the Jackson Wastewater Treatment Plant. The Town agrees to construct, own, and operate the new SPF to generate the new additional electrical power.

In front of you currently is the Government Agency Shared Solar Customer Agreement. This agreement will be between the Town and any qualified and approved government agency that uses C-2 Large Power Service as defined by LVE rates.

This agreement articulates that each qualifying government agency is a Customer to the Town owned and operated SPF. Each Customer will sponsor a portion of the total electrical energy produced during each billing cycle and that energy will be credited to their LVE account.

Each Customer will be given credit for a portion of the SPF monthly kWh output, based on each Customer's capital investment into the SPF project. Further, each Customer will also be responsible for their pro-rata share of the yearly insurance and maintenance costs associated with the SPF, to be invoiced by the Town each fiscal year. For example, if a Customer sponsors 25% of the SPF project, that Customer account will be credited 25% of the total monthly electrical output from the SPF and will also be responsible for 25% of the yearly maintenance and insurance costs.

The attached Agreement outlines, among other things, a description of eligible participants, SPF measurement/valuation, maintenance/insurance, a term of twenty-five (25) years, termination, and indemnification.

ATTACHMENTS

Government Agency Shared Solar Customer Agreement between the Town and any qualifying government agency (Customer).

FISCAL IMPACT

The current proposed budget is \$750,000 comprised of \$250,000 from Energy Conservation Works, \$250,000 from the Town Water Enterprise Fund, and \$250,000 from the Sewer Enterprise Fund. We are in the process of reaching out to Teton County and other interested qualified government agencies.

STAFF IMPACT

Staff impact has involved the Public Works Department creating this agreement and will involve finding qualified participants.

LEGAL REVIEW

Compete.

RECOMMENDATION

Staff recommends adopting the attached Government Agency Shared Solar Customer Agreement.

SUGGESTED MOTION

I move to approve the Government Agency Shared Solar Customer Agreement in connection with a Solar Power Facility to be located at the Town of Jackson Wastewater Treatment Plant.

Synopsis for PowerPoint (120 words max):

Background:

STATEMENT/PURPOSE

To present a Government Agency Shared Solar Customer Agreement to allow the Town to enter into an agreement(s) with any approved and qualifying government agency to generate new electrical energy from a solar power facility located at the Town of Jackson Wastewater Treatment Plant.

BACKGROUND/ALTERNATIVES

The *Local Government Virtual Net Metering Solar Interconnection Agreement* was approved on the August 7, 2017, by the Jackson Town Council. The Government Agency Shared Solar Customer Agreement will be between the Town and any qualifying government agency.

FISCAL IMPACT

The current proposed budget of \$750,000 is comprised of Energy Conservation Works and the Town Water & Sewer Enterprise Funds.

Government Agency Shared Solar Customer Agreement

This Government Agency Shared Solar Customer Agreement is made and entered into to be effective as of the _____ day of _____, 20____, by and between the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, located at P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as “TOWN”) and _____, a Wyoming _____, Government Agency located at _____, WY 83001 (hereinafter referred to as “CUSTOMER”) to this Agreement (AGREEMENT) who agrees to purchase power and energy from the TOWN’s Solar Power Facility (“SPF”).

RECITALS

WHEREAS, the purpose of this AGREEMENT is to enter into a Customer Agreement between _____ and the TOWN to create a Government Agency Shared Solar Customer Agreement; and,

WHEREAS, CUSTOMER agrees to sponsor a percentage of the electrical output from the TOWN owned and operated SPF. Lower Valley Energy (LVE) agrees to virtually meter and allow the TOWN to generate new electrical energy from the SPF site located at 5450 Ricks Road, known as the Town Wastewater Treatment Plant. The new electrical energy generated at the SPF site will be transferred and credited to the LVE approved, Qualifying Government Agency CUSTOMER electrical account through Virtual Net Metering (VNM); and,

WHEREAS, the TOWN agrees to provide space on its property at 5450 Ricks Road, known as the Town’s Wastewater Treatment Plant, for the construction and installation of a new SPF. The TOWN agrees to construct, own, and manage the new SPF to generate the new additional electrical power; and,

WHEREAS, the Town also agrees to allow a Qualifying Government Agency currently using C-2 Large Power Service, subject to LVE approval, at any of their facilities to become an eligible CUSTOMER to the SPF and receive its value based financial participation (sponsorship) into the SPF back as a transferred energy credit thru VNM.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN, and CUSTOMER agree as follows:

1. SPF Customer Participation.

1.1 Eligible Participants: The program is open to all LVE Government Agency Cooperative Members that: are a qualifying Government Agency, use C-2 Large Power Service, and are approved by LVE and TOWN.

1.2 Environmental Attributes. CUSTOMER has full ownership and control of all environmental attributes related to the sponsorship of the electrical output of the SPF and TOWN shall not sell or

transfer any environmental attributes associated with CUSTOMER's sponsorship into SPF to anyone other than the CUSTOMER taking service under this AGREEMENT.

"Environmental attributes" means any and all rights, credits, benefits, emissions reductions, offsets, and allowances resulting from the environmental or renewable characteristics or attributes of the SPF or the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water, which are deemed of value by TOWN, in each case now or hereafter created or recognized by any governmental authority or independent certification association or entity generally recognized in the electric power generation industry and generated by or associated with the SPF. Environmental attributes include *Renewable Energy Certificates (RECs)*.

2. SPF Energy Accounting, Measurement, & Valuation. All CUSTOMER accounts receiving credit from SPF shall be defined by LVE as C-2 Large Power Service accounts. All energy services provided to the LVE approved CUSTOMER account related to the SPF electrical output, shall be billed per LVE's most current C-2 Large Power Service rate tariff, including tariff demand charges and taxes.

The generated SPF electrical energy fed back to LVE, associated with each Government Agency CUSTOMER account, shall be credited for the value of the kilowatt-hours (kWh's) generated during each monthly billing cycle. The transferred SPF electrical energy related credit shall appear on every monthly LVE bill for the CUSTOMER account taking service under this AGREEMENT.

In applying this SPF measurement method, each LVE approved CUSTOMER account shall be allowed to receive credit from SPF for 80% of the CUSTOMER account's monthly electrical LVE bill, with a maximum credit of 100% allowed under this AGREEMENT. The difference between the LVE supplied grid electrical energy and each CUSTOMER's sponsored electrical energy output generated from SPF, in kWh's, shall appear as a charge and debit on each monthly LVE bill associated with each CUSTOMER Account. At no time will a CUSTOMER account generate more SPF electrical energy than the LVE supplied grid electrical energy for any monthly billing cycle. At no time will any CUSTOMER account receive payment or credit for any excess SPF electrical energy generated during any LVE billing cycle. In the event that a CUSTOMER account consistently generates more electrical energy from SPF than the LVE supplied grid electrical energy for any monthly billing cycle, CUSTOMER will transfer a percentage of their generated electrical energy from SPF to another LVE approved CUSTOMER account in accordance with the provision in section 6 in this AGREEMENT.

Each CUSTOMER's allocation of the SPF total monthly electrical energy output will be based on each CUSTOMER's sponsored, pro rata share of the total SPF project cost. For example, if a CUSTOMER account sponsors 25% of the SPF, that CUSTOMER account will assume 25% of the total monthly electrical output from SPF. Therefore, each CUSTOMER account would be given credit for a portion of the SPF monthly kWh output, based on each CUSTOMER's sponsorship percentage of the total SPF project cost.

3. Consideration. As consideration for CUSTOMER's right to receive generated SPF electrical energy pursuant to this AGREEMENT, CUSTOMER agrees to sponsor _____ KW's for the amount of \$_____ and in exchange become eligible to receive _____ % of the total

monthly electrical energy output from the SPF. LVE will transfer and credit each CUSTOMER's monthly billing statement the approved value of each CUSTOMER's sponsorship.

4. Maintenance and Insurance. TOWN shall carry property damage and liability insurance for all risks related to this AGREEMENT in an amount recommended by insurance professionals or required by LVE. TOWN will manage and contract all SPF maintenance items to include: all solar equipment, wiring, and appurtenances thereto; panels; inverters; racking and land on which the SPF will be located. At the end of each fiscal year, TOWN will invoice each CUSTOMER account their pro rata sponsored share of both maintenance and insurance costs incurred by the TOWN. For example, if a CUSTOMER account sponsors 25% of the SPF electrical output, CUSTOMER will be invoiced 25% of all insurance and maintenance charges incurred by the TOWN per fiscal year.

5. Term. This AGREEMENT shall be effective on the date of execution and shall continue for a period of (twenty five) 25 years.

6. Transfer of SPF Credits. CUSTOMER can also choose to transfer generated SPF credits to another, LVE and TOWN approved, Qualifying Government Agency C-2 Large Power Service accounts. CUSTOMER must notify TOWN that it wishes to transfer a percentage of its sponsored SPF credits, including the name and account number of the LVE approved member the SPF credits will be transferred too. CUSTOMER may only transfer credits to another LVE approved account once in a calendar year. TOWN will process the request for the transfer within thirty (30) days.

7. Termination. If at any time LVE chooses to terminate this AGREEMENT between the TOWN and LVE, the TOWN will then buy back each CUSTOMER's vested portion of the SPF at a depreciated rate agreed to between CUSTOMER and TOWN.

8. Shutdown Notice & Indemnification. LVE may provide Notice to TOWN to immediately shut down the SPF, if in its sole discretion LVE determines that there is a threat to public safety, any adverse impact on any LVE distribution facilities, or the quality or reliability of LVE services to other members. The shutdown shall remain in effect until LVE, in its sole discretion, provides Notice to the TOWN that the danger or adverse impact has been adequately mitigated or resolved. TOWN will provide notice to each CUSTOMER account that a shut down to the SPF has taken place. TOWN will work with LVE to resolve any issues that may require or result in a shut down.

TOWN and CUSTOMER agrees to forever indemnify, defend and hold harmless the other Parties, their members, representatives, directors, officers, agents, and employees, from any and all claims, damages, costs, liability or expenses, including attorney's fees, for damages to property or injury to or death of persons including all related costs and expenses, caused by the fault, negligence or intentional wrongdoing of a Party, arising wholly or in part or in connection with the existence, construction, alteration, maintenance, repair, use or removal of the SPF and related equipment or actions or failure to act by Party or its agents described in this AGREEMENT.

9. Access. CUSTOMER will not have access to the SPF without prior TOWN permission granted to CUSTOMER by the acting Wastewater Manager.

10. Miscellaneous:

10.1 LVE Rate. Nothing in this AGREEMENT shall be deemed to alter or modify any rate, charge, term, or condition of the electric service provided by LVE or to modify in any way the CUSTOMER's rights and obligations as a member of LVE. All of LVE's rates, charges, terms, and conditions of electric service shall remain subject to change in accordance with applicable law and tariffs at any time.

10.2 Notices. Any notice shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail registered or certified with return receipt requested, postage or charges prepaid, and addressed to the party for whom intended at such party's address set forth below, or at such other address as such party may have substituted by proper notice to the other.

If to **TOWN**: PO Box 1687, Jackson, Wyoming 83001

If to **CUSTOMER**: _____

10.3 Attorneys' Fees. In the event of a default by any Party in the performance of such Party's obligations hereunder, the non-defaulting Party shall be entitled to recover all costs and expenses incurred as a result thereof, including reasonable attorney's and costs.

10.4 Entire Agreement. This AGREEMENT is the entire agreement of the TOWN and CUSTOMER relating to the SPF and described Customer Accounts and supersedes all prior representations and agreements between CUSTOMER and TOWN. Neither this AGREEMENT nor any agreement amending, supplementing or terminating this AGREEMENT shall be binding on any Party, unless it is signed by each Party's duly authorized representative.

10.5 Governing Law, Jurisdiction and Venue. This AGREEMENT shall be governed and construed according to the laws of the State of Wyoming without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wyoming, with jurisdiction and venue in the applicable court of Teton County.

10.6 Governmental Immunity. The Town does not waive its sovereign or governmental immunity by entering into this AGREEMENT with CUSTOMER, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this AGREEMENT.

EXECUTED & EFFECTIVE as of the date first written above.

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Town of Jackson

By: _____

Name: _____

Title: _____



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: August 3, 2017
MEETING DATE: August 7, 2017

SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Audrey Cohen-Davis
PRESENTER: Audrey Cohen-Davis, Town Attorney

SUBJECT: Local Government Virtual Net Metering Solar Interconnection Agreement with LVE

STATEMENT/PURPOSE

To present a Local Government Virtual Net Metering Solar Interconnection Agreement to allow the Town to enter into a partnership with Lower Valley Energy to generate new electrical energy and power from a solar power facility located as the Town of Jackson Wastewater Treatment Plant.

BACKGROUND/ALTERNATIVES

Lower Valley Energy has agreed to meter and allow the Town to generate new electrical energy from a solar power facility (SPF) on a forty-acre plot of property located at 5450 S. Ricks Road known as the Town of Jackson's Wastewater Treatment Plant. The new electrical energy generated at this site will be transferred and credited to qualifying government agencies that use C-2 Large Power Service accounts as defined by LVE rates, through Virtual Net Metering (VNM).

In return, the Town agrees to provide space on its property at 5450 S. Ricks Road, known as the Wastewater Treatment Plant for the installation of a new SPF. The TOWN agrees to construct, own, and operate the new SPF to generate the new additional electrical power.

The attached Agreement outlines, among other things, the assets and responsibilities of both the Town and LVE in connection with the SPF, a term of thirty-six (36) months which may be renewed upon mutual agreement by the Parties, shutdown notice, indemnification and insurance provisions.

ATTACHMENTS

Local Government Virtual Net Metering Solar Interconnection Agreement Between the Town and LVE.

FISCAL IMPACT

The current proposed budget is \$750,000 comprised of \$250,000 from Energy Conservation Works, \$250,000 from Town Water Enterprise Fund, and \$250,000 from Sewer Enterprise Fund. We are in the process of reaching out to both Teton County Government and Teton County School District who both have express interest in possibly joining the Town and LVE SPF, they might bring additional capital funds to the project.

STAFF IMPACT

Staff impact has involved the Public Works Department to negotiate and work with Lower Valley Energy for a SPF to be placed on a forty-acre lot of property owned by the Town of Jackson.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends adopting the attached Local Government Virtual Net Metering Solar Interconnection Agreement.

SUGGESTED MOTION

I move to approve of the attached Local Government Virtual Net Metering Solar Interconnection Agreement in connection with a Solar Power Facility to be located at the Town of Jackson Wastewater Treatment Plant, subject to any minor changes deemed necessary by the Town Attorney.

Local Government Virtual Net Metering Solar Interconnection Agreement

This Agreement is made and entered into to be effective as of the _____ day of August, 2017, by and between the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, located at P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as “the Town”) and **LOWER VALLEY ENERGY, INC.** a Wyoming cooperative utility, located at P.O. Box 572, Afton, WY 83001 (hereinafter referred to as “LVE”) referred to as a party or collectively Parties to this Agreement.

RECITALS

WHEREAS the purpose of this agreement is to enter into a partnership between LVE and the TOWN to create a Virtual Net Metering Solar Interconnection Agreement; and,

WHEREAS LVE agrees to meter and allow the TOWN to generate new electrical energy from a solar power facility (SPF) on a forty-acre plot of property located at 5450 Ricks Road, known as the Wastewater Treatment Plant. The new electrical energy generated at this site will be transferred and credited to qualifying government agencies that use C-2 Large Power Service accounts as defined by LVE rates, through Virtual Net Metering (VNM); and,

WHEREAS the TOWN agrees to provide space on its property at 5450 Ricks Road, known as the Wastewater Treatment Plant for the installation of a new SPF. The TOWN agrees to construct, own, and operate the new SPF to generate the new additional electrical power.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN and LVE agree as follows:

1. Assets and Property in connection with SPF:

- 1.1 Town assets and property consists of: all solar equipment, wiring and appurtenances thereto; panels; inverters; racking and land on which the SPF will be located (“Town Property”).
- 1.2 LVE assets and property consists of: LVE electrical infrastructure and appurtenances thereto; software billing system; transformers; meters and power lines (“LVE Property”).

2. SPF & Customer Accounts: The C-2 Large Power Service accounts to receive energy credits for the value of the SPF energy transferred and credited by LVE will be submitted to LVE from TOWN for review and approval. LVE shall include Customer Accounts to which this Agreement shall apply, on a case by case basis in the sole discretion of LVE. The SPF shall be owned by the TOWN and located on land owned or controlled by the TOWN. The location and sketch plan for the SPF are explained in **Exhibit A**, attached and incorporated here by this reference. TOWN shall be responsible for obtaining and maintaining all permits applicable to the

SPF. TOWN shall not increase capacity to the SPF nor add additional Customer Accounts without the prior written consent of LVE. The SPF that interconnects to LVE shall produce less than one megawatt of generated energy.

3. SPF Energy Accounting, Measurement, & Valuation: LVE shall purchase and upgrade to the appropriate accounting software that will ensure accurate measurement of the SPF generated energy and transfer all generated energy credits to Customer Accounts each month.

All energy services provided to TOWN by LVE related to the SPF, shall be billed per LVE's most current rate tariff for C-2 Large Power Service accounts, including tariff demand charges.

The generated SPF electrical energy fed back to LVE, associated with each Customer account, shall be credited for the value of the kilowatt-hours generated during each month. The prorated SPF electrical energy related credit shall appear on the monthly LVE bill for each C-2 Large Power Service account.

In applying this measurement method, each individual Customer account will generate less SPF electrical energy than the supplied LVE grid energy. The energy difference, in kWh's, shall appear as a debit or charge on each monthly LVE bill to each Customer Account. At no time will a Customer account generate more SPF energy than that supplied by LVE grid energy for any billing cycle.

For example, if the total monthly output of the SPF system is divided by three Customer accounts and the SPF solar system produces 15,000 kWh's during the month, and each Customer account consumed 25,000 kWh's LVE supplied energy, then each Customer account would be credited 5,000 kWh's for that month, leaving a debit or charge of 10,000 kWh's for each Customer account. In summary, each Customer account would be given credit for the total SPF monthly kWh output, divided by the number of Customer accounts.

4. SPF Interconnection: LVE shall make necessary or appropriate modifications to its energy distribution system to accommodate the SPF. All costs or expenses related to the interconnection and any billing software modifications or upgrades, shall be paid by TOWN in advance of the interconnection. Also, at its expense, TOWN shall provide reasonable assurance to LVE that the SPF shall be equipped, constructed, operated and maintained in compliance with all applicable rules and regulations, including without limitation those of LVE, the National Electric Code, the National Electric Safety Code, IEEE 1547 Standard, and Underwriters Laboratories. Customer shall not commence operation of the SPF without prior written notice to LVE of intent to do so and an acceptable inspection by LVE evidenced by LVE's written approval to begin operations.

5. Installation & Maintenance: Except for metering equipment installed at the SPF site by LVE, all equipment including any required disconnect device, shall be provided and maintained in satisfactory operating condition as a responsibility of the TOWN and shall be owned by the TOWN.

6. Term & Termination: The term of this Agreement shall begin on the startup date of SPF and shall terminate at the end of thirty-six (36) months, unless LVE and TOWN agree

otherwise in writing to renew the term. LVE or TOWN may terminate its responsibilities under this Agreement without cause upon one-hundred eighty (180) days written notice. This Agreement will automatically terminate upon: any change in ownership, size or location of the SPF, without the prior written consent of LVE. Termination shall also occur thirty (30) days after Notice of any default in the obligation of any Party to this Agreement and the failure of the Party to cure the default.

7. Shutdown Notice & Indemnification: LVE may provide Notice to TOWN to immediately shut down the SPF, if in its sole discretion LVE determines that there is a threat to public safety, any adverse impact on any LVE distribution facilities, or the quality or reliability of LVE services to other members. The shutdown shall remain in effect until LVE, in its sole discretion, provides Notice to the TOWN that the danger or adverse impact has been adequately mitigated or resolved.

Each Party agrees to forever indemnify, defend and hold harmless the other Parties, their members, representatives, directors, officers, agents, and employees, from any and all claims, damages, costs, liability or expenses, including attorney's fees, for damages to property or injury to or death of persons including all related costs and expenses, caused by the fault, negligence or intentional wrongdoing of a Party, arising wholly or in part or in connection with the existence, construction, alteration, maintenance, repair, use or removal of the SPF and related equipment or actions or failure to act by Party or its agents described in this Agreement.

8. Insurance: The TOWN represents and warrants to LVE that it shall carry property damage and liability insurance for all risks related to the Town Property as defined in paragraph 1.1 of this Agreement in an amount recommended by insurance professionals and that the TOWN shall name LVE as an additional insured under such policy. LVE represents and warrants to TOWN that it has adequate property damage and liability insurance concerning any risk of loss that may occur or arise from activities concerning Town Property or related to performance of this Agreement.

9. Miscellaneous:

9.1 Notices. Any notice shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail registered or certified with return receipt requested, postage or charges prepaid, and addressed to the party for whom intended at such party's address set forth below, or at such other address as such party may have substituted by proper notice to the other.

If to **TOWN:** P.O. Box 1687, Jackson, Wyoming 83001

If to **LVE:** P.O. Box 572, Jackson, Wyoming 83001

9.2 Attorneys' Fees. In the event of a default by any Party in the performance of such Party's obligations hereunder, the non-defaulting Party shall be entitled to recover all costs and expenses incurred as a result thereof, including reasonable attorneys fees and costs.

9.3 Entire Agreement. This Agreement is the entire agreement of the Parties relating to the SPF and described Customer Accounts and supersedes all prior representations and agreements of the Parties. Neither this Agreement nor any agreement amending, supplementing or terminating this Agreement shall be binding on any Party, unless it is signed by each Party's duly authorized representative.

EXECUTED & EFFECTIVE as of the date first written above.

Lower Valley Energy, Inc.

By: _____

Name: _____

Title: _____

Town of Jackson

By: _____

Name: _____

Title: _____

Exhibit A

SPF sketch plan and location



Local Government Virtual Net Metering Solar Interconnection Agreement

This Agreement is made and entered into to be effective as of the _____ day of August 2017, by and between the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, located at P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as “the Town”) and **LOWER VALLEY ENERGY, INC.** a Wyoming cooperative utility, located at PO Box 572, Afton, WY 83001 (hereinafter referred to as “LVE”) referred to as a party or collectively Parties to this Agreement.

RECITALS

WHEREAS the purpose of this agreement is to enter into a partnership between LVE and the TOWN to create a Virtual Net Metering Solar Interconnection Agreement; and

WHEREAS LVE agrees to meter and allow the TOWN to generate new electrical energy from a solar power facility (SPF) on a 40 acres site located at 5450 Ricks Road, known as the Wastewater Treatment Plant. The new electrical energy generated at this site will be transferred and credited to qualifying government agencies that use C-2 Large Power Service accounts as defined by LVE rates, through Virtual Net Metering (VNM); and

WHEREAS the TOWN agrees to provide space on its property at 5450 Ricks Road, known as the Wastewater Treatment Plant for the installation of a new SPF. The TOWN agrees to construct, own, and operate the new SPF to generate the new additional electrical power.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN and LVE agree as follows:

1. Assets and Property relating to SPF:

- 1.1 Town assets and property consists of: all solar equipment, wiring and appurtenances thereto; panels; inverters; racking and land on which the SPF will be located (“Town Property”).
- 1.2 LVE assets and property consists of: LVE electrical facilities, equipment and infrastructure; software billing system; transformers; meters and power lines (“LVE Property”).

2. SPF & Customer Accounts: The C-2 Large Power Service accounts to receive energy credits for the value of the SPF energy transferred and credited by LVE will be submitted to LVE from TOWN for review and approval. LVE shall include Customer Accounts to which this Agreement shall apply, on a case by case basis in the sole discretion of LVE. The SPF shall be owned by the TOWN and located on land owned or controlled by the TOWN. The location and sketch plan for the SPF are explained in **Exhibit A**, attached and incorporated here by this reference. TOWN shall

be responsible for obtaining and maintaining all permits applicable to the SPF. TOWN shall not increase capacity to the SPF nor add additional Customer Accounts without the prior written consent of LVE. The SPF that interconnects to LVE shall produce less than one megawatt of generated energy.

3. SPF Energy Accounting, Measurement, & Valuation: LVE shall purchase and upgrade to the appropriate accounting software that will ensure accurate measurement of the SPF generated energy and transfer all generated energy credits to Customer Accounts each month.

All energy services provided to TOWN by LVE related to the SPF, shall be billed per LVE's most current rate tariff for C-2 Large Power Service accounts, including tariff demand charges.

The generated SPF electrical energy fed back to LVE, associated with each Customer account, shall be credited for the value of the kilowatt-hours generated during each month. The prorated SPF electrical energy related credit shall appear on the monthly LVE bill for each C-2 Large Power Service account.

In applying this measurement method, each individual Customer account will generate less SPF electrical energy than the supplied LVE grid energy. The energy difference, in kWh's, shall appear as a debit or charge on each monthly LVE bill to each Customer Account. At no time will a Customer account generate more SPF energy than that supplied by LVE grid energy for any billing cycle.

For example, if the total monthly output of the SPF system is divided by three Customer accounts, and the SPF system produces 15,000 kWh's during the month, and each Customer account consumed 25,000 kWh's LVE supplied energy, then each Customer account would be credited 5,000 kWh's for that month, leaving a debit or charge of 10,000 kWh's for each Customer account. In summary, each Customer account would be given credit for the total SPF monthly kWh output, divided by the number of Customer accounts.

4. SPF Interconnection: LVE shall make necessary or appropriate modifications to its energy distribution system to accommodate the SPF. All costs or expenses related to the interconnection and any billing software modifications or upgrades, shall be paid by TOWN in advance of the interconnection. Also, at its expense, TOWN shall provide reasonable assurance to LVE that the SPF shall be equipped, constructed, operated and maintained in compliance with all applicable rules and regulations, including without limitation those of LVE, the National Electric Code, the National Electric Safety Code, IEEE 1547 Standard, and Underwriters Laboratories. Customer shall not commence operation of the SPF without prior written notice to LVE of intent to do so and an acceptable inspection by LVE evidenced by LVE's written approval to begin operations.

5. Installation & Maintenance: Except for metering equipment installed at the SPF site by LVE, all equipment including any required disconnect device, shall be provided and maintained in satisfactory operating condition as a responsibility of the TOWN and shall be owned by the TOWN.

6. Term & Termination: The term of this Agreement shall begin on the startup date of SPF and shall terminate at the end of 36 months, unless LVE and TOWN agree otherwise in writing to

renew the term. LVE or TOWN may terminate its responsibilities under this Agreement without cause upon 180 days written notice. This Agreement will automatically terminate upon: any change in ownership, size or location of the SPF, without the prior written consent of LVE. Termination shall also occur 30 days after Notice of any default in the obligation of any Party to this Agreement and the failure of the Party to cure the default.

7. Shutdown Notice & Indemnification: LVE may provide Notice to TOWN to immediately shut down the SPF, if in its sole discretion LVE determines that there is a threat to public safety, any adverse impact on any LVE distribution facilities, or the quality or reliability of LVE services to other members. The shutdown shall remain in effect until LVE, in its sole discretion, provides Notice to the TOWN that the danger or adverse impact has been adequately mitigated or resolved.

Each Party agrees to forever indemnify, defend and hold harmless the other Parties, their members, representatives, directors, officers, agents, and employees, from any and all claims, damages, costs, liability or expenses, including attorney's fees, for damages to property or injury to or death of persons including all related costs and expenses, caused by the fault, negligence or intentional wrongdoing of a Party, arising wholly or in part or in connection with the existence, construction, alteration, maintenance, repair, use or removal of the SPF and related equipment or actions or failure to act by Party or its agents described in this Agreement.

8. Insurance: TOWN shall carry property damage and liability insurance for all risks related to this Agreement in an amount recommended by insurance professionals or required by LVE. TOWN shall name LVE as an additional insured under such policy. Prior to commencement of this Agreement, TOWN shall provide LVE a written certificate of such insurance policy, which shall be effective for the duration of this Agreement. LVE represents and warrants to TOWN that it has adequate property damage and liability insurance concerning any risk of loss that may occur or arise from activities concerning Town Property or related to performance of this Agreement.

9. Miscellaneous:

9.1 Notices. Any notice shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail registered or certified with return receipt requested, postage or charges prepaid, and addressed to the party for whom intended at such party's address set forth below, or at such other address as such party may have substituted by proper notice to the other.

If to **TOWN:** PO Box 1687, Jackson, Wyoming 83001

If to **LVE:** PO Box 572, Jackson, Wyoming 83001

9.2 Attorneys' Fees. In the event of a default by any Party in the performance of such Party's obligations hereunder, the non-defaulting Party shall be entitled to recover all costs and expenses incurred as a result thereof, including reasonable attorney's and costs.

9.3 Entire Agreement. This Agreement is the entire agreement of the Parties relating to the SPF and described Customer Accounts and supersedes all prior representations and agreements of the Parties. Neither this Agreement nor any agreement amending, supplementing or terminating this Agreement shall be binding on any Party, unless it is signed by each Party's duly authorized representative.

EXECUTED & EFFECTIVE as of the date first written above.

Lower Valley Energy, Inc.

By: _____

Name: _____

Title: _____

Town of Jackson

By: _____

Name: _____

Title: _____

Teton County, Wyoming

By: _____

Name: _____

Title: _____

Exhibit A
SPF sketch plan and location





TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: February 15, 2018
MEETING DATE: February 20, 2018

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

SUBJECT: Special Event- World Championship Snowmobile Hill Climb

PURPOSE/STATEMENT:

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

BACKGROUND/ALTERNATIVES:

The applicants, the Jackson Hole Snow Devils and the Jackson Hole Chamber of Commerce, request permission to host the World Championship Snowmobile Hill Climb Thursday, March 22 through Sunday, March 25, 2018. Pre-event preparations will begin on Wednesday morning, March 21, and completion of tear down/clean up will occur on Monday, March 26. The event will begin at 7:30 A.M. each morning and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 7:00 P.M. each day. A detailed letter of request and a site map of street closures, detours, and parking areas in and around the event are attached. As in past years, the starting line has been moved to the ball field to improve safety for the riders and spectators. The anticipated audience over the course of the event is 12,000 to 15,000. **There are no material changes to the request as compared to the past several years.**

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

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

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

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

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

ATTACHMENTS:

Special Event application

FISCAL IMPACT:

Direct income: \$400 from malt beverage permit, \$800 from exposition license. Costs include the services of on-duty Public Works employees for delivery/pickup of road signage and barricades. Costs to the Police Department include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures. There will be approximately 150 hours of overtime paid at time and a half at a total cost of approximately \$6150.00, most of which is funded through EUDL (an underage drinking grant). Last year, the Police Department utilized two officers each day plus additional officers in the evening throughout town to augment patrol staff. The total overtime count also includes three DUI enforcement shifts.

STAFF IMPACT:

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

LEGAL REVIEW:

N/A

RECOMMENDATION:

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

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

24. The beer tent will open at 10:00 A.M. every day of the event. Jeff Toolson will close the beer tent approximately one half hour before the event is over but not later than 6:00 P.M.
25. Food service shall be coordinated with and approved by Teton County Environmental Health.
26. The applicant shall take measures to prevent theft from occurring at the site during overnight hours.
27. The applicant shall provide the name and phone number of a responsible person for each vendor booth for use in an emergency.
28. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
29. The applicant shall be responsible to obtain all permission necessary for the use of property noted in the application and attachments which are owned by a party other than the Town.
30. Parking is not permitted at or in any way blocking the Parks & Recreation maintenance facility, or in the Exhibit Hall parking area located across from the Fairgrounds.
31. The applicant shall ensure that the southwest entrance to the Rodeo Grounds is maintained at all times and that individuals with horse trailers are able to access their parking areas.
32. The applicant shall work with START to ensure that START pickup / drop off locations are not blocked by Hill Climb traffic.
33. If requested by the Chief of Police, Jan Ottobre and Jeff Toolson shall attend daily debriefing meetings with members of the Jackson Police Department.
34. Snow Devils will purchase recycling containers and ensure for the proper removal of both trash and recycled material.
35. Snow Devil Board Member cell phone numbers will be provided to the Jackson Police Department for use during the event.
36. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
37. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
38. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
39. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
40. Tents which can hold over 50 or more occupants must provide this the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
41. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
42. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
43. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
44. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
45. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
46. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).

47. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
48. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
49. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
50. All no parking/Snow Devils reserved parking signage in the yellow, red, and orange areas depicted in the attached event map shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking (blue areas) and all of the detour signage outside of the event perimeter.
51. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
52. All vehicles shuttling snow machine trailers to and from the Fairgrounds will be compliant with all posted speed limits.
53. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas along the sidewalk unless turf protection measures are in place and have been approved by the Parks Manager.
54. All individuals serving alcohol will have TIPS training and certification.
55. A post-snow, micro trash pick-up will take place before the set-up of the ECO Fair.
56. When moving snow at the base of Snow King, snow is to be pushed up the hill rather than being pushed down and deposited in the baseball field.
57. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.

SUGGESTED MOTION:

I move to approve the special event application made by the Jackson Hole Snow Devils for the World Championship Snowmobile Hill Climb 2018, subject to the conditions and restrictions listed in the staff report.



January 20, 2018

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

Officials:

The Jackson Hole Snow Devils are once again in the process of hosting the "World Championship Snowmobile Hill-Climb". Dates for this year's event are March 22, 23, 24, and March 25, 2018. Preliminary setup will begin Monday March 19 and "Post" event cleanup & tear down will be completed by the afternoon of Monday March 26, 2018. We are requesting a malt beverage permit, parking permits, noise ordinance exemption, use of Public Park, and street closure/detours as required by the Town of Jackson.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further questions or concerns may be directed to representatives of the Jackson Hole Snow Devils: Jeff Toolson (President) 734-9653 or 690-0352, Jan Ottobre (Vice President) 413-6303, or Nan Coover (Secretary) 734-9653 or 413-3599.

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

Thank You,

A handwritten signature in black ink, appearing to read "Jeff Toolson".

*Jeff Toolson
Jackson Hole Snow Devils, President*

Special Event Application

Submit Completed Document To:

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



**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: World Championship Snowmobile Hill Climb

Name of Organization: Jackson Hole Snow Devils

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

Mailing Address: PO Box 4276

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Jeff Toolson/Maureen Murphy (JH Chamber)

Email Address: mail@snowdevils.org

Work Phone: (307) 690-0352 Cell Phone: (541) 908-5314

EVENT INFORMATION

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

Description & Purpose of Event *(Attach additional sheets if necessary):* Fundraising event to help non-profits in the community. Increase tourism during the winter

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

Date(s) of Event: Thursday 3/22 - Sunday 3/25/18 Event Operating Hours: 7:30am-7:00pm

Event Set Up Begins Date: March 21, 2018 Time: 8:00am

Event Clean Up Ends Date: March 26, 2018 Time: 6:00pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 3000-5000 Total Event: 12,000-15,000
(Spectators and Participants)

Special Considerations (check all that apply):

<input checked="" type="checkbox"/> Alcoholic Beverages	<input checked="" type="checkbox"/> Cooking/Grilling	<input checked="" type="checkbox"/> Electricity Requested
<input checked="" type="checkbox"/> Food Sales	<input checked="" type="checkbox"/> Merchandise Sales	<input checked="" type="checkbox"/> Recurring Event
<input checked="" type="checkbox"/> Ticketed Admission	<input checked="" type="checkbox"/> Sound Amplification	<input type="checkbox"/> Pets or Animals
<input checked="" type="checkbox"/> Tents	<input checked="" type="checkbox"/> Street Closure	<input type="checkbox"/> Sidewalk Closure
<input checked="" type="checkbox"/> Overnight Parking	<input type="checkbox"/> Overnight RV Camping	<input type="checkbox"/> Use of Town Square

Event Co-Sponsor (s):

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

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

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

Name: See attached list please Cell Phone:

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
-------------------------	---------	------------	----------

Please see attached letter/plan/map

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

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

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

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

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

Route Description: _____ START Bus contacted? Yes No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

Yes No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

<input type="checkbox"/> Event Security	<input type="checkbox"/> Mounted Horse Patrol	<input checked="" type="checkbox"/> Traffic Control
<input type="checkbox"/> Race Lead Vehicle	<input type="checkbox"/> Parade Lead Vehicle	<input checked="" type="checkbox"/> General Presence
<input type="checkbox"/> Towing / Ticketing	<input type="checkbox"/> Assistance with Parking Closures	<input checked="" type="checkbox"/> Assistance with Street Closures

Please describe in detail your request: _____

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

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

Street Sweeping

Snow Removal

Street Marking

Please describe in detail your request: _____

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

Electricity Access

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

Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

Yes

No

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

Yes

No

FIRE / EMS DEPARTMENT (307) 733-4732

Foot Patrol

Ambulance

Fire Engine

Rescue Truck

Bicycle Patrol

Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? Yes No

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

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.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? Yes No

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: Yes No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities? Yes No

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

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

If "No", please explain: _____

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3/21/2018 Time for Drop Off: 8:00am

Date for Pick Up: 3/26/2018 Time for Pick Up: 10:00am

ALCOHOL

Will there be alcoholic beverages at the event? Yes No

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

Yes

No

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

Please describe any sales activity at your event:

Vendor Sales

Will any food or beverages be sold at your event?

Yes

No

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

TRASH REMOVAL PLAN

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

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

Yes

No

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

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

When will the trash receptacles be delivered? Wednesday 3/21/2018

When will the trash receptacles be picked up and removed from site? Monday 3/26/2018

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

Yes

No

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

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

When will these recycling receptacles be delivered? Wednesday 3/21/2018

When will recycling receptacles be picked up and removed from site? Monday 3/26/2018

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

Yes

No

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

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: JT _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: JT _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: JT

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: JT

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature


eSigned via SeamlessDocs.com
Key: 300680039987956c6be92b80b04d9294

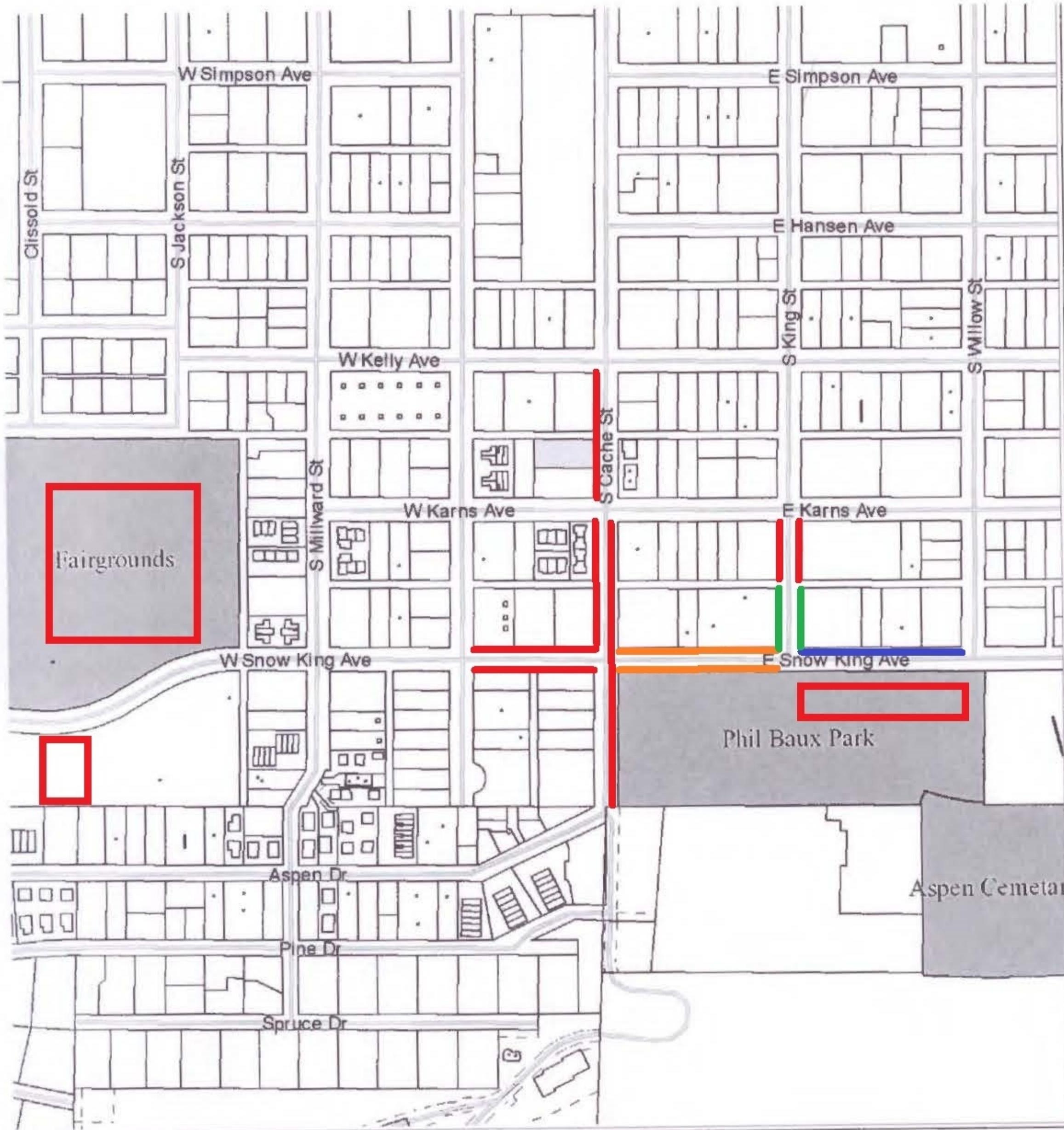
APPLICANT: Jeff Toolson

Printed Name

DATE: 02/06/2018

TITLE: President

Teton County Wyoming MapServer



Race Trailer Parking



Vendor Parking



Handicap Parking



Emergency Vehicle Parking



Emergency Action Plan: World Championship Snowmobile Hill Climb 2016

In the event of an Emergency that takes place during the 2016 event, the following actions will take place in order.

- Notify Teton County dispatch of the Emergency.
- Notify the Primary Contact (Jeff Toolson), Secondary Contact (Jevon Staples) and Race Director (Mark Hodges)
- If the Emergency is of the medical nature, we will evaluate the condition of the patient(s) to determine whether we will take them to an ambulance, or have the ambulance come to the patient(s).
 - If an Ambulance is required to transport the patient(s), the meeting point will be determined by the proximity to the patient(s). The two meeting points will be (1) the Emergency Vehicle Parking area at the intersection of Snow King Avenue and South King Street or (2) the parking area near the Snow Devil cook tent at the end of South Cache. We will need to notify dispatch which location to direct the ambulance too.
- If the Emergency is of the nature that the event must be evacuated, the announcers (Glen Gillis) will be notified and given directions on what instructions to give the spectators via the PA system.
- In the event of a non-emergent situation that arises, both the Primary Contact and the Secondary Contact will be contacted. The Primary and Secondary will assess the situation to determine if law enforcement or another resource is needed.
 - The meeting point for a non-emergent situation will be the parking area near the Snow Devil cook tent at the end of South Cache.

Contact Information

Primary Contact	Jeff Toolson	690-0352
Secondary Contact	Jevon Staples	406-396-3355
Race Director	Mark Hodges	699-0450
Announcer	Glen Gillis	208-339-2026
SD Board Member	Jan Ottobre	413-6306
SD Board Member	Nan Coover	413-3599
SD Board Member	Judy Peters	690-1317
SD Board Member	Lance McYoung	690-4690
SD Board Member	Alex Sinclair	690-2090
SD Board Member	Nick Coca	307-761-0207
SD Board Member	Katie Toolson	690-5283
SD Board Member	Stevan Davis	690-5821

Date: 2/2/18**EXPOSITION LICENSE APPLICATION**

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

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

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

Is the Business/Organization a:

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

Physical Address of Expo:

Street: Snow King Avenue No: _____
 Building: _____ City: JACKSON State: WY Zip Code: 83001
 Date of Expo: March 23-25, 2018
 Time of Expo: 7am - 7pm

Business/Organization Physical Address: N/A
 Post Office Box: PO Box 4271
 City: JACKSON State: WY Zip Code: 83001
 Business Phone Number: (307) 690.0352
 Fax/email address: mail@snowdevils.org
 WY Sales Tax Number: _____
 Federal Employers ID Number: _____

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

NAME AS IT APPEARS ON DRIVER'S LICENCE	Driver License #	State	Date of Birth	Phone
<u>Jeff Toolson, President</u>				
<u>Jan Ottobre, Vice President</u>				
<u>Nan Coover, Secretary</u>				

If property is rented/leased:

Owner's Name: Max Chapman; Snow King Mtn Resort
 Owner's Mailing Address: PO Box 581; Jackson, 83001
 Owner's Phone Number: _____

Have you ever been convicted of a felony? Yes No

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

Signed: Jan Ottobre
 Date: 2/2/18

Additional Information: _____

Exposition license will:

be for my business/organization ONLY.
 include 20+ number of businesses or organizations. Attach list of ALL vendors

Business is:

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

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

Yes No If not, please explain: In Process

Will a sign or banner be posted? Yes No

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

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

STATE OF WYOMING)
) §
COUNTY OF TETON)
)

signature of applicant

SUSCRIBED AND SWORN TO BEFORE ME BY

Printed name of applicant

this _____ day of _____ 20____

WITNESS my hand and official seal

Notary Public

Exposition License Fees

For Profit Businesses

Not For Profit Businesses

\$100.00 per day for any event with 5 or fewer vendors	\$50.00 per day for any event with 5 or fewer vendors
--	---

\$200.00 per day for any event with more than 5 vendors	\$100.00 per day for any event with more than 5 vendors
---	---

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

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

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

Application Approved

Application Denied;

Reason: _____

License Fee	\$ _____
Date Paid	
Receipt Number	
Employee initials	



Town of Jackson

MALT BEVERAGE PERMIT APPLICATION

Permit # _____

Fee (\$100.00 Per Day) _____

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

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. W.S. 12-5-201 does not apply to this subsection.

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

Name of Organization Requesting Permit: Jackson Hole Snow Devils

Event Contact Person and Phone Number: Jeff Toolson - 690.0352

Date(s) of Permit: Thursday March 22 - Sunday March 25, 2018

Hours of Permitted Service and Consumption: 10AM - 6PM

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

Snow King Ball Field

Purpose of Event: World Championship Hill Climb

I will not serve to any Minors under 21 (Sign Here) John

Malt Beverage Permit will be processed and issued upon payment to the Town of Jackson.

Submit application to Town Hall or fax to 739-0919.



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department Planning Division

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

EVENT NAME:

Event Name: World Championship Physical Address of Event: Show King Mountain
Description of Event: snowmobile hill climb

EVENT SPONSOR/APPLICANT:

Name: JACKSON HLDG SNOW DEVILS Phone: (307) 690.0352
Mailing Address: PO Box 4276; JACKSON, WY ZIP: 83001
E-mail: mail@snowdevils.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>Banners will hang</u>	Business/Description: _____
Physical Address: <u>inside of the event</u>	Physical Address: _____
Dates of Display: <u>3/22 - 3/25/2018</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>	Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>

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.

Jeff Toolson

Signature of Authorized Event Applicant

Jeff Toolson

Applicant Name Printed

2/21/18

Date

President - JHSP

Title



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 31, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Sandy Birdyshaw, Town Clerk

SUBJECT: Liquor License Annual Renewals for April 2018 through March 2019

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, renewal or transfer of these liquor licenses. After public comment has been taken, the Mayor must **CLOSE THE PUBLIC HEARING**. Town Council is then able to act on the renewals of these licenses.

BACKGROUND INFORMATION

The Wyoming Liquor Division designates when a liquor license year begins, for Jackson, the year begins April 1, 2018 and goes through March 31, 2019.

The Town currently has 81 liquor licenses going into the new liquor license year. Counting backward, there were 80 last year, 73 the year before, and 68 before that.

REQUEST FOR TOWN COUNCIL APPROVAL

1. RENEWAL CHART. The Renewal Chart attached lists all of the liquor licenses for Council's approval of their annual renewal. Any conditions that were previously placed by Town Council on licenses will carry over with the renewal (list of conditions is also attached).

2. REQUEST FOR OUTDOOR LIQUOR SERVICE. W.S. §12-5-201(a) gives Council authority to approve that liquor license holders can serve alcoholic beverages in an immediately adjacent fenced or enclosed outdoor area next to the licensed building. Three restaurant liquor license holders request approval to add outdoor liquor service to their annual renewal. Additional information is attached on each request.

Bubba's	An outdoor seating area has been developed on the grassy area next to the restaurant, located along Flat Creek Drive at the stop light. The outdoor area is bordered with a natural landscape barrier of bushes which encloses the serving area. In the summer, and weather permitting, four tables with seating for 24 would be available for guests. Liquor service would be monitored by serving staff.
El Abuelito	An outdoor seating area has been developed on the front patio next to the restaurant entrance, located along W. Broadway near the 'lighted willows'. It will be bordered with posts and chains to enclose the seating area. In the summer, and weather permitting, four small tables with seating for 12 would be available for guests. Liquor service would be monitored by serving staff.

Lotus Organic Restaurant	An outdoor seating area on the 2 nd floor balcony has been available for restaurant guests which consists of four tables and a total of 12 seats. When the restaurant liquor license was approved by Council in May 2016, outdoor service was not included in the request nor approval. The owner now requests such approval. Liquor service would be monitored by serving staff.
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These requests were provided to the Planning & Building Department and Fire Department for review, with the following response applying to each request:

Please note that there is no approved outdoor seating for this location at this time. Should outdoor seating be proposed there will be parking, employee housing, and sewer capacity fees associated with this new use. The applicant should contact the Planning and Engineering Departments to determine if the proposed new use is feasible prior to proceeding with this application.

3. REQUEST FOR A TIME EXTENSION TO RETURN TO OPERATIONAL STATUS. The same statute that requires a new license to be operational within a year, also requires liquor licenses to remain operational after the license is issued.

F&B 1, LLC dba Nikai Sushi has had a restaurant liquor license since 2002. In October 2016, Nikai closed due to staffing issues and for renovations. They plan to reopen this summer. This represents an approximate 18 month closure. Staff requests that Council consider the renewal of this license separately from the rest based on their nonoperational status. F&B 1, LLC provided a letter to Council which is attached.

W.S. §12-4-103(a) A license or permit authorized by this title shall not be held by, issued or transferred to:

(iv) Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter.

Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph.

Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances.

For purposes of this paragraph "remain operational" means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation;

All renewal applications have been reviewed by the Town Clerk's office. The Wyoming Liquor Division has reviewed and certified the applications as complete in accordance with W.S. §12-4-104(d).

FOR TOWN COUNCIL CONSIDERATION

The Jackson Police Department (JPD) performed background checks on the signatories of each renewal application and all checks were clear. The JPD also provided service call and compliance check information for 2017. Of the 82 compliance check visits conducted in the past year, there were 10 failures:

- Hotel JH, Pizza Hut, Whole Grocer, Sidewinders, The Liquor Store, and Local failed once during 2017.
- Pizzeria Caldera failed three checks during 2017.

Grounds for Nonrenewal. Both the State Statutes and Jackson Municipal Code provide Council with grounds for not renewing a liquor license and are listed below.

I. According to W.S. §12-4-104(b), if the Council receives evidence at the public hearing which supports any of the following reasons, the renewal application may be denied:

- (b) ... *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
 - (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
 - (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

II. Jackson Municipal Code also provides grounds for nonrenewal in Chapter 6.60, if the Council receives evidence which supports any of the following reasons, the renewal application may be denied:

6.60.010 C. *The following actions, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*

- 1. *Failure of the license holder to comply with any provisions of this chapter;*
- 2. *Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;*
- 3. *Failure of the license holder to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or code compliance officer;*
- 4. *A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license holder knew or should have known about;*
- 5. *Conviction of any nonprocedural violation of state or local liquor laws.*
- 6. *Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors.*
- 7. *Initial, consecutive, and cumulative compliance check failures. Should a business fail an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal:*
 - a. *On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS ... training within thirty (30) days of failing the compliance check.*
 - b. *On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS ... training within forty-five (45) days of failing the compliance check.*
- 8. *Failure to comply with the Plan of Operations set forth in the license application shall be grounds for non-renewal of the license by the Town Council.*

ATTACHMENTS

- 1. Renewal Chart.
- 2. Letter from F&B 1, LLC dba Nikai Sushi requesting renewal.
- 3. Conditions that Carryover.
- 4. Outdoor Liquor Service Request: Bubba's, El Abuelito, and Lotus Organic Restaurant
- 5. Background Information.

FISCAL IMPACT

Renewal of these liquor licenses will generate approximately \$113,000 in renewal fees paid to the Town of Jackson.

STAFF IMPACT

Staff impact associated with renewal applications is mostly complete at this point.

LEGAL REVIEW

With respect to a renewal, there is also no absolute right for the license holder to expect that the license will be renewed because the licensing authority “may refuse to renew in the presence of proper facts and proceedings, because the license holder’s privilege is not irrevocably vested but is only a privilege.” *City of Evanston v. Whirl Inn*, 647 P.2d 1378, 1387 (Wyo. 1982); *see Sterner v. U.S.*, 774 P.2d 639, 642 (Wyo. 1989). It should be noted, however, that previously under Wyoming Statutes regarding a renewal, there was a right of preference for a license at the same location under W.S. § 12-4-104(c). This section of the statute was repealed in 2017 and, thus, no such preference exists.

The Town Attorney has determined that the local licensing authority cannot place conditions of approval on a *renewal* of a liquor license. If the Council wishes to place conditions on a license, it would first need to deny the renewal application, then upon approval of a new application, the Council could place reasonable restrictions on the new license.

Under Wyoming law, an applicant may appeal an adverse decision by the licensing authority for the renewal of a liquor license. W.S. § 12-4-104(e); *Wal-Mart Stores, Inc. dba Sam’s Club v. City of Cheyenne*, D.C. 95-CV-276-D, aff’d in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)).

(e) *An applicant for a renewal license or permit may appeal to the district court from an adverse decision by the licensing authority. No applicant for a new license shall have a right of appeal from the decision of the licensing authority denying an application.*

Placing Reasonable Restrictions:

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

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

RECOMMENDATION

For Nikai Sushi only: In addition to their annual renewal, staff requests that Town Council make a determination on granting Nikai Sushi an additional year to become operational.

For all licenses listed in Renewal Chart: Staff recommends approval of the liquor license renewal applications listed in the Renewal Chart for the 2018-2019 license year, subject to the following conditions of approval:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
2. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, unless those conditions were later amended by Town Council, and as amended today.
3. To approve outdoor liquor service as requested by Bubba’s, El Abuelito, and Lotus Organic Restaurant pending compliance with Planning and Engineering requirements and permitting.

4. Prior to issuing the liquor license, the following application shall be certified complete by the Wyoming Liquor Division: Snake River Grill

SUGGESTED MOTIONS

For Nikai Sushi only:

I move to approve an additional year to become operational for F&B 1, LLC *dba* Nikai Sushi pursuant to Wyoming Statute §12-4-103(a)(iv), and approve the renewal of their restaurant liquor license.

For all License Holders listed in the Renewal Chart:

I move to approve the 2018-2019 liquor license renewal applications listed in the Renewal Chart, subject to the conditions of approval as presented (and as amended today) .

RENEWAL CHART

Applicant	DBA	Address
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Bar & Grill Liquor License (6):

BISTRO MRG LLC	RENDEZVOUS BISTRO	380 S BROADWAY
HAND FIRE PIZZA JH LLC	HAND FIRE PIZZA	120 N CACHE STREET
HOLE BOWL LLC	HOLE BOWL	980 W BROADWAY
LOCAL RESTAURANT LLC (THE)	LOCAL RESTAURANT & BAR	55 N CACHE
MERRY PIGLETS MEXICAN CANTINA & BBQ INC	MERRY PIGLETS (THE)	160 N CACHE STREET - South
MOB JACKSON HOLE LLC	MOES ORIGINAL BBQ	140 N CACHE ST Suite C & D

Limited Retail (Club) Liquor License (3):

AMERICAN LEGION POST #43	JACKSON HOLE POST #43	190 N CACHE STREET
BPO ELKS 1713	BPO ELKS 1713	270 W BROADWAY
COMMUNITY CENTER FOR THE ARTS INC	CENTER FOR THE ARTS	265 S CACHE

Microbrewery Permit (4):

JH BREWERY LLC	JH BREWERY	75 E PEARL AVENUE
TETON BREWING COMPANY LLC <small>approved June 2017, has until June 2019 to become operational</small>	STILLWATER BREWERY AND GRILL	45 E SNOW KING AVENUE
GET FUNKY LLC	ROADHOUSE BREWING COMPANY	1225 GREGORY LANE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY - SNAKE RIVER BREWING	265 S MILLWARD

Resort Liquor License (5):

ALL SUITE DEVELOPMENT	LODGE AT JACKSON HOLE (THE)	80 S SCOTT LANE
BENCHMARK HOSPITALITY OF WYOMING LLC	SNOW KING RESORT	400 E SNOW KING
CCCs JACKSON SHS LLC	SPRINGHILL SUITES MARRIOTT	130 W SIMPSON AVENUE
JOHNSON RESORT PROPERTIES	RUSTIC INN	425 N CACHE
SNOW KING MOUNTAIN RESORT LLC	SNOW KING MOUNTAIN	402 E SNOW KING AVENUE

Restaurant Liquor License (41):

135 E BROADWAY LLC	CAFÉ GENEVIEVE	135 E BROADWAY
BIG HOLE BBQ JACKSON LLC	BIG HOLE BBQ	325 W PEARL AVENUE
BLUE LION INC (THE)	BLUE LION (THE)	160 N MILLWARD
CALIENTE TAQUERIA LLC	HATCH TAQUERIA & TEQUILAS	120 W BROADWAY
CHINATOWN LEE INC	CHINATOWN RESTAURANT	850 W BROADWAY
DJ FLAMBE LLC	MILLION DOLLAR COWBOY STEAKHOUSE	25 N CACHE STREET
EFC WY LLC	E LEAVEN FOOD COMPANY	175 CENTER STREET
FIESTA JACKSON LLC	FIESTA	975 ALPINE LANE #3
FLAT CREEK BBQ LLC	BUBBAS	100 FLAT CREEK
FLORENCIA MORALES RAMOS	TIJUANA	520 HWY 89 Suite 4 & 5
GUN BARREL STEAKHOUSE LLC (THE)	GUN BARREL (THE)	862 W BROADWAY
HIGH PLAINS PIZZA INC	PIZZA HUT #245	180 POWDERHORN
IL FERRAO LLC	ORSETTO	155 CENTER STREET
ILLAMAR LLC	PINKY GS PIZZERIA	50 W BROADWAY
INDIAN ROOM LLC (THE)	TETON TIGER	165 N CENTER STREET
JACKSON HOLE ROASTERS INC	JACKSON HOLE ROASTERS	50 W BROADWAY
JEREMY TOFTE	THAI ME UP	75 E PEARL AVENUE

KING SUSHI COMPANY LLC	KING STREET SUSHI	75 KING STREET
KITCHEN LLC (THE)	KITCHEN (THE)	155 N GLENWOOD
LBJH LLC	LIBERTY BURGER	160 N CACHE - North
MACPHAIL LLC	MACPHAILS BURGERS AMERICAN GRILL	399 W BROADWAY
MADE IN JACKSON HOLE INC	BUNNERY (THE)	130 N CACHE STREET
NICOLAS SOSA	TACOS Y TORTILLAS EL METATE	850 WEST BROADWAY Suite H
PEKING BEST INC	HONG KONG BUFFET	826 W BROADWAY
PERSEPHONE BAKERY LLC	PERSEPHONE BAKERY	145 E BROADWAY
PICNIC LLC	PICNIC	1110 MAPLE WAY Suite B
PIZZERIA CALDERA LLC * See note below. currently suspended through June 4, 2018	PIZZERIA CALDERA	20 W BROADWAY
PLANET PALATE LLC	LOTUS ORGANIC RESTAURANT	140 N CACHE Suite B
RUSTY PARROT LODGE & SPA LLC	RUSTY PARROT LODGE	175 N JACKSON
SALSA GROUP INC (THE)	EL ABUELITO FAMILY RESTAURANT	385 W BROADWAY
SAN JUAN RESTAURANT MEXICAN FOOD LLC	SAN JUAN RESTAURANT	65 S GLENWOOD STREET
SELKIRK INC	PICAS	1160 ALPINE LANE
SHOGUN LLC	KAZUMI	265 W BROADWAY
SHOPCOO LLC	PEARL STREET MARKET	40 W PEARL AVENUE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY - SNAKE RIVER BREWING	265 S MILLWARD
TAMLY LLC	OCEAN CITY CHINA BISTRO	340 W BROADWAY
TETON BREWING COMPANY LLC	STILLWATER BREWERY AND GRILL	45 E SNOW KING AVENUE
TWO 45 LLC	BON APPE THAI	245 W PEARL AVENUE
WHITE BUFFALO CLUB LLC	WHITE BUFFALO CLUB (THE)	160 W GILL AVENUE
WLB LLC	TRIO	45 S GLENWOOD
YOR RESTAURANT GROUP CORP	GATHER	72 S GLENWOOD

Retail Liquor License (20):

ANVIL HOTEL PARTNERS LLC	GLORIETTA	242 N GLENWOOD STREET
BOCHICCHIO INC	CREEKSIDE MARKET & DELI	545 N CACHE STREET #8
COWBOY LIQUOR, LLC	MILLION DOLLAR COWBOY BAR	25 N CACHE
CRU LLC	BIN 22	200 W BROADWAY
CUTTYS BAR & GRILL LLC	CUTTYS	1140 W HWY 22
FLAT CREEK DEVELOPMENT COMPANY	VIRGINIAN TAVERN	750 W BROADWAY AVENUE
HOTEL JH LLC	HOTEL JACKSON	120 N GLENWOOD
JACKSON LIQUORS LLC	KJS PHILLIPS 66	1055 W BROADWAY
LAWRENCE B HARTNETT	BUDS EASTSIDE LIQUOR	582 E BROADWAY
LFM JACKSON LLC	LUCKYS MARKET	974 W BROADWAY
LIQUOR STORE OF JACKSON HOLE INC	LIQUOR STORE (THE)	115 BUFFALO WAY
NEB LLC	SIDEWINDERS	945 W BROADWAY
PINK GARTER LLC	ROSE (THE)	50 W BROADWAY
PLAZA LIQUOR LLC	PLAZA LIQUOR	832 W BROADWAY
SILVER DOLLAR INC (THE)	SILVER DOLLAR BAR	50 N GLENWOOD
SMITHS FOOD & DRUG CENTERS INC	SMITHS FOOD & DRUG #184	1425 S HWY 89
SNAKE RIVER CORPORATION	SNAKE RIVER GRILL	84 E BROADWAY
TASTEBUDS LLC	LIFT JACKSON HOLE	645 S CACHE STREET
VFJH LLC	SPIRITS & SPICE	60 E BROADWAY
WYOMING GROCER LLC	JACKSON WHOLE GROCER	1155 HWY 89

* Pizzeria Caldera. Included in Renewal Chart. The suspension placed on this license goes through June 4, 2018. Pending approval of their annual renewal, the license will return to active status on June 5, 2018 for the remainder of the liquor year which ends March 31, 2019.

Liquor Licenses excluded from the Renewal Chart

F & B 1 LLC	currently non-operational	NIKAI SUSHI	225 N CACHE
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Nikai Sushi. Excluded from the Renewal Chart for separate consideration. Because this restaurant has been non-operational for over a year, it was pulled from the Renewal Chart for separate Council consideration. Please see Request for a Time Extension section of the staff report for further information.

THE MATTHEIS COMPANY	currently "Stayed"	PREVIOUSLY TOWN SQUARE TAVERN	20 E BROADWAY
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Town Square Tavern: Excluded from the Renewal Chart. The status of this retail liquor license has been “stayed” by the District Court Judge pending outcome of the revocation hearing. No action is needed on this license.

Not Renewing their Liquor License

Five restaurant liquor license holders have chosen to not renew their license. They are not included in the Renewal Chart.

The Alpine House - liquor sales were very low, plus they no longer meet the requirements of a restaurant
Mountain Modern Motel - withdrew liquor license because of housing mitigation requirements
Sweetwater Restaurant – closed in September
Pizza Artisan - closed in November
El Tequila - will be closing in February and moving to Alpine

**F & B 1, LLC
PO Box 14250
Jackson, WY 83002
February 14th, 2018**

Jackson Town Council
150 East Pearl Avenue
Jackson, WY 83001
(307) 733-3932

RE: Restaurant Liquor License Renewal

Honorable Mayor and Council,

Nikai restaurant is currently closed due to a shortage of labor and qualified staff who can provide the level of service that we have been accustomed to providing clients and visitors alike. We are in process of interviewing qualified manager and chef for this restaurant and plan on opening the restaurant by this coming summer season. We do hereby request that you extend our liquor license.

Please feel free to contact me with further questions or information needed to process this request.

Sincerely,

Jerry Johnson
Owner
F & B 1, LLC
PO Box 14250
Jackson, WY 83002
(307) 739-8799

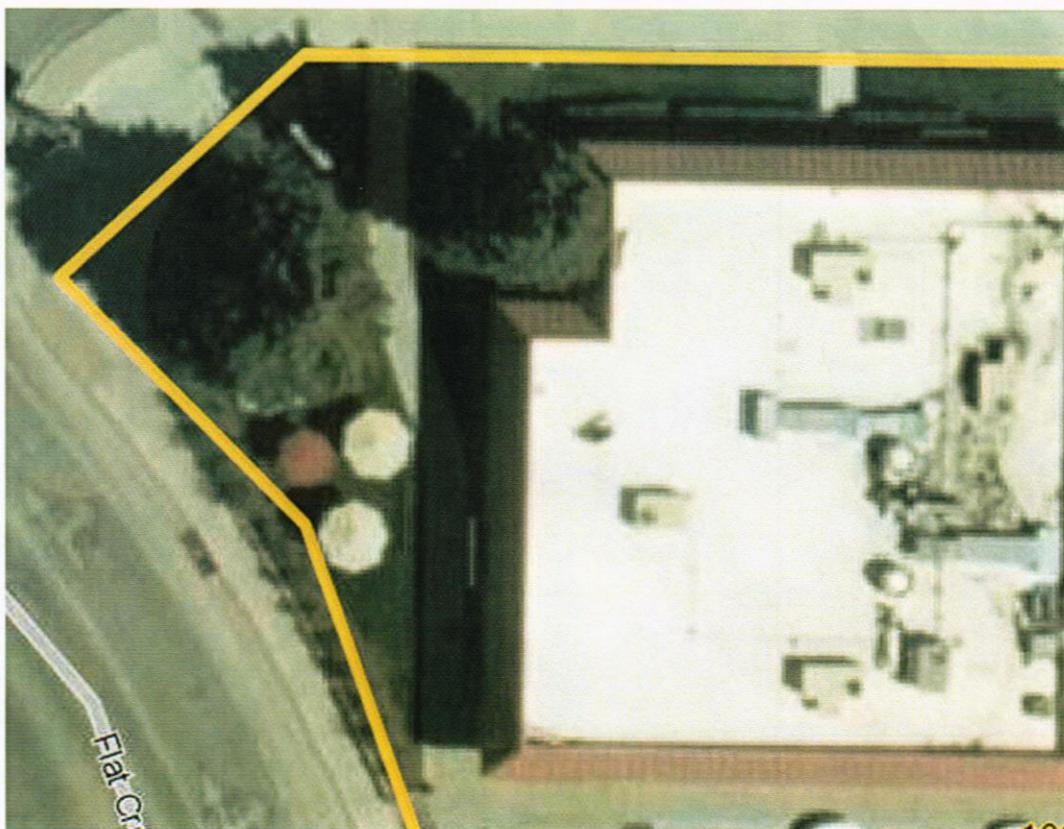
**CONDITIONS AND RESTRICTIONS PREVIOUSLY ASSIGNED
THAT CARRY-OVER TO THE RENEWED LICENSE**

The Town Council previously placed restrictions and/or conditions on the following liquor licenses at the time of their initial approval.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
The Rose	The retail liquor license was approved on May 25, 2010 for Pink Garter LLC and conditioned as follows: all alcohol sales will be for * on-premises consumption only, and when minors are permitted in the theater area, alcohol consumption will be prohibited in the theater area. * On August 1, 2016, Council lifted the condition of approval that alcohol sales were for on-premises consumption only and added a new condition that the package retail store to be known as The Rackhouse would close at 10:00 p.m.
Glorietta	This retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines. In December 2016, Anvil Hotel Partners changed their <i>doing business name</i> from Nani's to Glorietta.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC d/b/a Vom Fass of Jackson Hole goes out of business. In January 2018 the <i>doing business name</i> was changed from Vom Fass to Spirits & Spice.
Roadhouse (on Gregory)	The microbrewery permit was approved on March 20, 2017 for Roadhouse Brewery Group LLC and the tasting room was conditioned as follows: The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption. c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use. The ownership name transferred to Get Funky, LLC with the same dba name on January 16, 2018.

The Wyoming Liquor Division views the restriction of prohibiting package sales for off-premises consumption on a retail liquor license as an agreement between the Town and the Licensee, and has historically left that matter to the Town's discretion as the Local Licensing Authority. Because a retail liquor license typically allows for sales for off-premises consumption, the Liquor Division will neither support, nor enforce the restriction. Please see the Legal Review section of the staff report for more information on the Council's authority to place reasonable restrictions on liquor licenses.

We would also like to request for Bubbas that we can serve liquor to our outdoor tables. There are 4 tables that can seat 6 people max at each one. It is summer only and weather permitting. Staff controls open containers by monitoring their tables and not giving any to go cups to tables drinking alcohol. – Nicole Davis, Blue Collar Group



REQUEST FOR OUTDOOR SERVICE

The Salsa Group, Inc.
DBA El Abuelito Family Restaurant
PO Box 4224, Jackson, WY 83001
307-733-1207

November 23rd, 2017

Town of Jackson and the Jackson Town Council

Re: Liquor service to outdoor seating area

Dear Town Council,

In accordance with the required documents we are including this note with our application in filing for renewal of El Abuelito Mexican Restaurant liquor license. We have limited outside service from Memorial Day weekend thru Labor day weekend in front of our building at 385 West Broadway. During the three summer months we set four small round tables and 10 to 12 chairs directly in front of the restaurant for lunch and early evening seating. The area is approximately 12' by 20' and is enclosed with posts and chains and covered with a retractable awning. All alcoholic beverages are served in restaurant glass wear to discourage violations by customers leaving the property with an open container. The area is easily visible from inside the main dining area and is often used as waiting area overflow, plus it enhances the outside appearance and attraction of the restaurant to tourists and customers. It looks very inviting next to the "willows sculpture" the Jackson Art Council created for the Town.

Respectfully,



Matthew Miles
Secretary/Treasurer
Salsa Group, Inc.
dba/ El Abuelito Mexican Restaurant
MMiles@Wyoming.com
307-248-1769



REQUEST FOR OUTDOOR SERVICE

Amy Young

Planet Palate, LLC

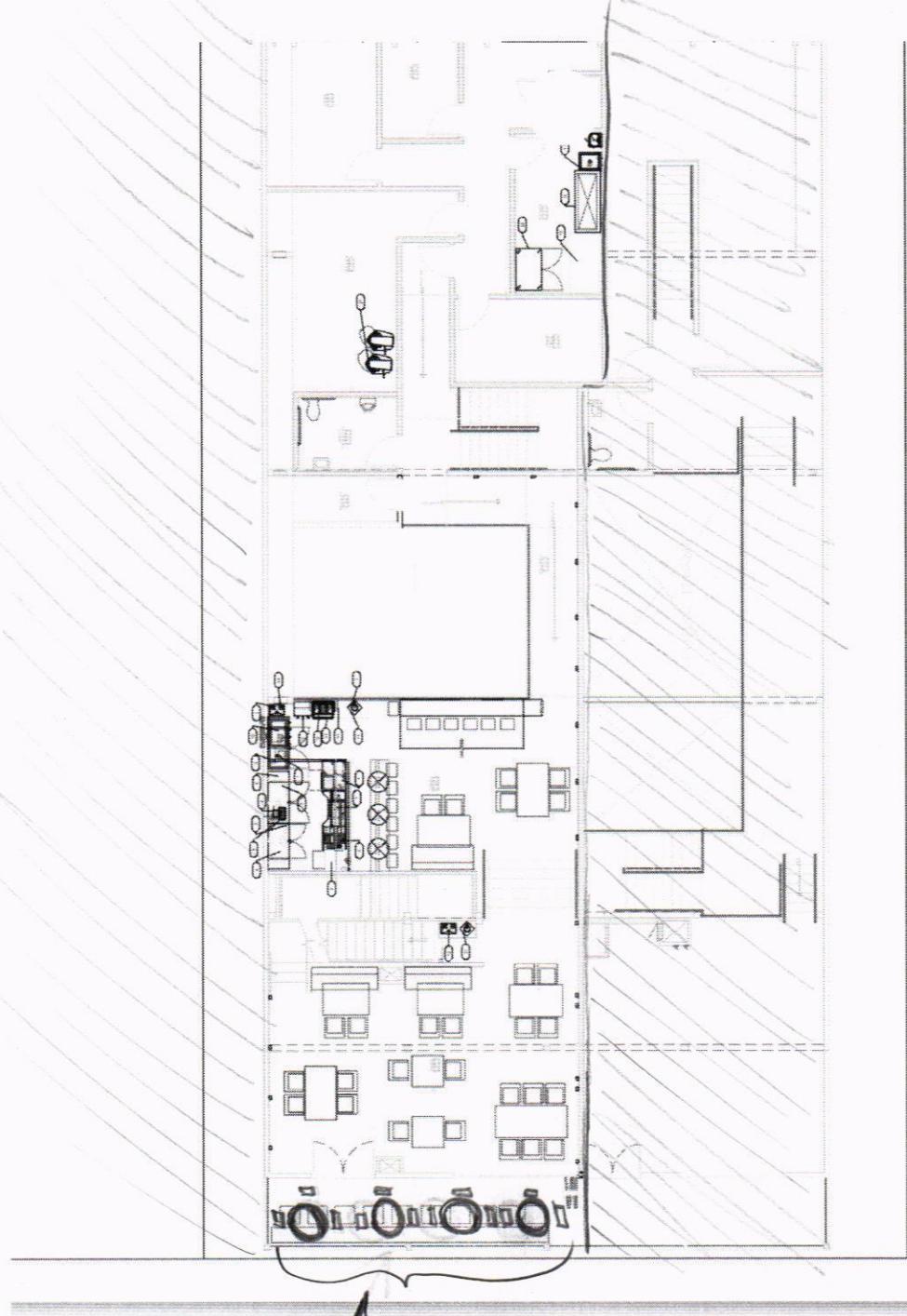
Dba Lotus Organic Restaurant

12/15/17

Lotus has an outdoor balcony on the second floor that fits 4 round tables, seating 3 people per table, for a total of 12 seats. Lotus would like to serve alcoholic beverages on this outdoor balcony. The balcony is separated from adjacent businesses with an iron fence that is difficult to jump over, and it's on the second floor so jumping from the balcony to the street would most likely result in a broken neck. This arrangement makes it so that people realistically cannot leave the property with open containers. The balcony is not open in winter nor on cold &/or rainy days. The balcony is otherwise open during our regular business hours which generally runs from 8am-10pm.

Plan of operations for serving alcohol on the balcony:

- 1) Food, beverage & alcoholic beverage orders will be taken by a server.
- 2) Server will walk to any POS monitor to ring in the order. There are 6 POS monitors located throughout the restaurant.
- 3) If an alcoholic drink is ordered, the bartender will receive the drink order via a ticket printed from a POS printer, located in a dispensing room, next to a POS monitor.
- 4) Drink shall be poured (if beer or wine) or made (if a cocktail) in a dispensing room.
- 5) After drinks are poured or made, the server will pick the drinks up from the dispensing room, exit the dispensing room, and deliver to customer.
- 6) Server will present a bill to the customer. After the form of payment is given, the server will walk to a POS monitor to tender the sale, then print and deliver the receipt by walking it over to customer.



Balcony
Seating

OUTDOOR
SERVICE

BACKGROUND INFORMATION

Town of Jackson Liquor Licenses at February 12, 2018

Jackson Population: 10,449	Retail	Bar & Grill	Microbrewery	Winery	Resort	Restaurant	Limited Retail (Club)
# Licenses authorized	20	6	20	20	-	-	-
# Issued by ToJ	21 *	6	4	0	5	42	3
Notes:	* Includes +1 retail license from the September 2016 annexation which included Cutty's. 1 retail license has been "Stayed" pending revocation proceedings in District Court. 1 restaurant license is currently under suspension.						

The number of liquor licenses allocated to municipalities is directed by Wyoming Statutes. Population formulas using official Census Bureau counts are used to determine the number of Retail, Bar & Grill, Microbrewery, and Winery licenses. Resorts, Restaurants, and Limited Retail (Clubs) must meet criteria as outlined in the state statutes.

Revisions to Jackson Municipal Code

May	Ordinance 1173 – amended §6.60 related to grounds for suspension, revocation, and denying renewal
Aug	Ordinance 1185 – updated Title 6 to reflect new State Statutes that were effective July 1st

Administrative Changes

Two license holders changed their “*doing business as*” name.

<i>License Holder</i>	<i>dba was changed from</i>	<i>- to</i>
Teton Brewing Company, LLC	Bourbon Rock Brewing Company	Stillwater Brewery & Grill
VFJH, LLC	Vom Fass	Spirits & Spice

Town Council Actions on Liquor Licenses
2017-18

Jan 3	A new restaurant liquor license was approved for Nicolas Sosa dba Tacos Y Tortillas El Metate.
Feb 6	Snow King Mountain at 400 E. Snow King changed their entity name on the resort liquor license from Benchmark Hospitality of Wyoming, Inc. to a LLC.
Feb 21	The Mattheis Company transferred and parked their retail liquor license from 20 East Broadway to 110 East Broadway.
Feb 21	Annual liquor license renewals were approved.
Mar 20	A resort liquor license was approved for Jackson Hotel Investors, LLC d/b/a Springhill Suites Marriott.
Mar 20	A microbrewery permit was approved for Roadhouse Brewery Group LLC d/b/a Roadhouse Brewing Company.
Apr 3	The Mattheis Company retail liquor license was transferred from 110 East Broadway and returned to active status at 20 East Broadway.
Apr 3	The Council heard complaints against operations at Lotus Organic Restaurant related to their restaurant liquor license.
May 15	Outdoor liquor service was approved for Orsetto.
May 15	A new restaurant liquor license was approved at Mountain Modern Motel; which was later withdrawn due to housing mitigation requirements.
Jun 19	A new microbrewery permit and dual restaurant liquor license was approved for Teton Brewing Company LLC d/b/a Bourbon Rock Brewing Company.
Aug 7	A new restaurant liquor license was approved for San Juan Restaurant.
Aug 28	Three new Bar & Grill licenses were issued to Hole Bowl, Hand Fire Pizza, and Moe's Original BBQ. There were 14 applicants which were presented to Council on August 15 th .
Sep 18	Snow King Mountain at 402 E. Snow King changed their entity name from Snow King Mountain Recreation LLC to Snow King Mountain Resort LLC.
Oct 30	Council initiated revocation proceedings on The Mattheis Company's retail liquor license. The status of the license has been "stayed" by Judge Day until a decision is made in District Court.
Oct 30	An application to Transfer the Ownership of the Mattheis Company retail liquor license to Get Loose, LLC was tabled; to be heard before February 28.
Dec 4	The Million Dollar Cowboy Bar was purchased and the retail liquor license was transferred from The Cowboy Group, Inc. to Cowboy Liquor, LLC.
Jan 2 '18	Springhill Suites Marriott was purchased and the resort liquor license was transferred from Jackson Hole Investors, LLC to CCC's Jackson SHS, LLC.
Jan 16 '18	Roadhouse Brewing Company on Gregory Lane changed their entity name on the microbrewery permit from Roadhouse Brewery Group, LLC to Get Funky, LLC.
Feb 5 '18	Pizzeria Caldera's restaurant liquor license was suspended for 120 days for failed compliance checks.

From: Amberley G. Baker
To: [Sandy Birdyshaw](#)
Cc: [Audrey Cohen-Davis](#); [Jody Valenta](#); [Amy Puccia](#)
Subject: Letter of Support for Tasting Rooms
Date: Wednesday, February 14, 2018 5:07:05 PM
Attachments: [Wyo CBG.PDF](#)

Hi Sandy – Would you please make sure the Council receives the attached letter prior to the Get Funky LLC renewal hearing set for the 20th?

Thank you,
Amberley

WYLIE BAKER LLP | office 307-733-6688 | direct 307-733-9900 | cell 713-854-4117 | fax 307-733-3758 | amberley@wyliebaker.com | www.wyliebaker.com
Fed Ex/Physical: 172 Center St., Suite 202, Jackson, WY 83001 | USPS Mailing: P.O. Box 4211, Jackson, WY 83001



To Whom It May Concern:

2/12/18

The Wyoming Craft Brewers Guild is a statewide organization that was founded in 2014 to support and connect the Wyoming craft beer community through advocacy, education and promotion.

The Wyoming Craft Brewers Guild supports Roadhouse Brewing's efforts to maintain a full tasting room in their production brewery on Gregory Lane.

Craft brewing is a growing piece of American manufacturing and inspires a great deal of enthusiasm among beer lovers and the general public alike.

To ensure its success, every brewing company needs a way to personally interact with their customers. The tasting room is the primary point of contact for a production brewery.

Other Wyoming towns like Sheridan and Alpine allow the production brewery and tasting room configuration to exist with a minimum of restrictions, and we believe breweries in Jackson Hole should be afforded the same opportunity and support Roadhouse Brewing Co's license renewal.

Thanks for your consideration.

Sincerely,

The Board of the Wyoming Craft Brewers Guild

Tim Barnes, President, (Blacktooth Brewing Co) Sheridan

Chris Jones, Treasurer, (Mishap Brewing Co.) Buffalo

Chris Erickson, Secretary (Snake River Brewing Co.) Jackson

Jim Mitchell (Lander Brewing Co.) Lander

Jody Valenta (Roadhouse Brewing Co.) Jackson

From: Colby Cox
To: [Don Frank](#); [Hailey Morton Levinson](#); [Bob Lenz](#); [Jim Stanford](#); [Pete Muldoon](#)
Cc: [Audrey Cohen-Davis](#); [Sandy Birdyshaw](#); [Town Council](#)
Subject: Roadhouse Brewing Co. and Gregory Lane
Date: Wednesday, January 31, 2018 2:01:22 PM
Attachments: [Letter to TOJH_13018.pdf](#)
[2017 Tasting Room Analysis.pdf](#)
[2017 Customer Sales Analysis.pdf](#)
[PastedGraphic-3.tiff](#)

Hello Mayor Muldoon and Members of Council.

The attached letter seeks to offer our side of the story relative to some of the public comment at our last hearing. I feel that the facts have been substantially misrepresented by Mr. Brown and I wanted to make sure you were able to hear our perspective. The upcoming hearing to renew our microbrewery permit happens to fall on a day when both Gavin and I are out of town at events that we can't miss. We inquired about moving the date of the hearing but it appears you have a pretty full schedule already and we'd rather not burden you with another "special" meeting. Thus, there will be a representative from Roadhouse at the meeting (Jody our COO), just not Gavin or I. I hope that this letter and the attached information on our volume of production being transferred into the tasting room clears some things up, but I am also available to discuss this at any time prior to the hearing.

Thank you very much in advance for your consideration.

Best Wishes,

Colby

Colby Cox, *Cofounder*
Roadhouse Brewing Co.
Jackson Hole, Wyoming
307.200.3262

ROADHOUSE

1225 GREGORY LANE. JACKSON HOLE, WY 83001 ROADHOUSEBREWERY.COM

January 30, 2018

Dear Mayor Muldoon and Members of Council:

Thank you for approving the transfer of our Town of Jackson microbrewery permit on January 16th.

As you may recall, in March of 2017, Roadhouse Brewing Co. was issued a Town of Jackson microbrewery permit for 1225 Gregory Lane. The permit allows for the principal use of the building as a production brewery with a supplemental tap room. As we explained last March, the tap room is a critical component of any craft or microbrewery, and we are no exception. Its purpose is to provide our consumers with an opportunity to engage with our brand and our company by giving them access to the manufacturing process and the people which support the products they see on the shelves around Wyoming, Montana, and Idaho.

The laws governing tap rooms around the state and the country have been designed to “even the playing field” with the huge multinational corporations that control 85% of the worldwide beer market, and are specifically prohibited from operating in the same manner as a craft microbrewery in Wyoming. Wyoming Statutes §§ 12-1-101(a)(xix)¹ and 12-4-412(a)(i)² specifically allow for the operation of a tasting room within or adjacent to a manufacturing facility if the brewery in question produces less than 50,000 Barrels (“BBLs”) of beer annually³. You appreciated the intent of this legislation last March when you approved our microbrewery permit with the incidental use of a tap room/tasting room on Gregory Lane.

Microbreweries are a valued and important part of our community and are subject to different rules than a standard production brewery to allow for their survival and proliferation.

The Conditions of the Approval of the Tasting Room:

As you recall, the following restrictions were placed on the use of the tasting room at our microbrewery permit hearing last March:

The brewery shall be allowed to have a tasting room that is incidental to the principal brewery use. A tasting room is an incidental use to the brewery provided it complies with the following provisions:

1. *The hours of operation for the tasting room shall be limited to, opening no earlier than 4 pm and closing no later than 10 pm.*
2. *Only free samples of food shall be served to customers for on-site consumption.*
3. *A maximum of ten seats shall be provided and the tasting room shall be limited to 10% of the total square footage.*
4. *On premises consumption shall be limited to 10% of yearly production.*

¹ W.S. 12-1-101(a)(xix) provides: “Microbrewery” means a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifty thousand (50,000) barrels per year and no less than fifty (50) barrels per year of malt beverage.

² W.S. 12-4-412(a)(i) provides: A local licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption.

³ To put this in context, Budweiser (AB Inbev) produces **125 Million** Barrels of beer annually and thus would be prohibited from operating a tasting room in Wyoming.

5. *The tasting room shall not generate any additional employees or car trips to the site than the principal brewery use.*

We have made every effort to remain in compliance with these restrictions and will continue to do so. After several months of operations, we allowed Bistro Catering to offer a very limited selection of pre-packaged food for sale in a small glass case located in the retail section of the brewery, but have since removed that case after it was brought to our attention that this may not be in compliance with the condition above regarding food service. We believed it was not an issue because we were not the vendor or the recipient of the food sale revenue, but because it is our objective to comply with the underlying intent of these restrictions, we acquiesced without hesitation when this was brought to our attention by Sandy Birdyshaw. Now we only offer a limited selection of free snacks and remain in compliance with all the agreed upon conditions above. Please see the attached statement of "Production vs. Taproom Sales" in support of our compliance with item number 4 above.

The Business Park ("BP") Zone - Light Industrial:

As you are aware, the area where Roadhouse Brewing Co. is located on Gregory Lane is zoned Business Park, which allows for Industrial uses, including light Industrial uses. According to Section 6.1.9 of the Town of Jackson Land Development Regulations, it is pretty clear that a microbrewery falls within the definition of a light industrial use. In fact, the area on Gregory Lane in question is the only area in the Town land use maps designated as BP, and thus the only location in Jackson that allows for a brewery without a restaurant (brewpub). When we were looking for a location for our expansion there were several things that were on our short list of requirements; we wanted to be within the Town of Jackson proper, and we needed to locate within a zone that supported primarily industrial use. This eliminated 98% of all the available locations in the Town. Our intention was to find a home that didn't require a conditional use permit, and was identified by the zoning maps as the area set aside for an industrial production facility like Roadhouse Brewing Co.

I believe that the complaints by our neighbor are based on the conflict between non-conforming versus conforming uses along Gregory Lane. Other industrial uses will continue to locate in the BP zone in the future if the Town continues to uphold its vision from the comprehensive plan in support of BP uses within the BP zone. Unfortunately, this means that there are a handful of "grandfathered" uses that pre-existed the current zoning map, and do not fit the definition of light industrial or the allowed uses within a Business Park. Some of these uses would never be approved today, including the many residences and apartments in that area. From a land use standpoint, it is my understanding that the primary purpose of creating zoning districts is to aggregate compatible uses and to disintegrate incompatible ones over time. If I am correct, then it seems important that within the BP zone, conforming uses continue to be supported and prioritized over non-conforming uses, regardless of their tenure.

A Tasting Room Is Essential To Operating A Microbrewery, and a Common Element In Any Light Industrial Zone:

There is widespread evidence from all over the state and the country that a taproom operating the way that our taproom is operating is part and parcel to the operation of a craft brewery, and that operating a craft brewery without a tap room would not be feasible. And again, Wyoming Statutes and local ordinances contemplate the use of a tap room with a microbrewery permit. To take away or overly restrict the use of an ancillary tap room would likely cause our brewery, or any microbrewery, irreparable harm.

In many jurisdictions around the state and around the country, a tap room is an allowed use in an industrial (including light industrial) zone. This is because it is widely recognized that a tap room is an inseparable part of a microbrewery, and typically microbreweries must locate in an industrial zone, like the Town's BP zone. A tasting room is clearly a secondary, ancillary, and incidental use of any microbrewery because it represents a

small fraction of the total square footage, production and revenue. If someone were to attempt to replicate our tasting room under the requirements placed on Roadhouse Brewing Co., they would have to spend in excess of \$5 Million, and construct 10,000 Sq. Ft. in order to acquire a permit for a 500 sq. ft. tap room. Therefore, just as a microbrewery cannot exist without a tasting room, a tasting room cannot exist without a microbrewery. Here is a short list of examples of other tasting rooms that are attached to breweries from around the State:

- Melvin Tap Room – Alpine, WY
- Freedom’s Edge Brewing – Cheyenne, WY
- Tensleep Brewing Co. – Ten Sleep, WY
- Black Tooth Brewing Co. – Sheridan, WY

Normal Operations vs. Special Events:

I want to make sure that the record is clear that our tasting room has not caused any parking issues. Our microbrewery use and our tasting room use are in compliance with the microbrewery permit we are operating under, and all of its conditions. The few times we have had issues with overflow from our parking lot have been during events that received approval from the Town of Jackson. We have not had any issues with the normal operation of the brewery or the tasting room.

We would like to continue to have the opportunity to host events, however we understand that we must have a parking management/ parking mitigation plan in place for any event outside our standard daily operation. This may include private mass transportation or agreements with adjacent property owners for overflow parking during the event. I respectfully request that events at Roadhouse Brewing Co. be considered on a case by case basis, as opposed to being uniformly prohibited without consideration. We would like to continue to host community sponsored events in support of some of our key partnerships, such as Teton County Search and Rescue, as this is a big part of what we consider our corporate-social responsibility.

“Community” Feedback:

Ordinarily I would not be inclined to openly engage in a debate over the merits of someone’s public comment, however I feel I have no choice but to do so with Mr. Brown based on the sheer frequency and volume of his communications to the Town about Roadhouse Brewing Co. Here are several key points I ask you to consider:

1. We have held community meetings, walked the neighborhood to talk to neighbors, and can report that the vast majority of our neighbors are pleased with both the existence and the operation of the tasting room;
2. Mr. Brown owns several properties on Gregory Lane where residential apartments are located, including several directly across the street from the brewery. These apartments are not a compatible use within the BP zone, and thus his complaints, which seemingly have a lot to do with his grandfathered, non-conforming uses, should be taken in context;
3. Mr. Brown refuses to speak to us about his concerns. I have tried several ways of contacting him, including email as well as a personal plea through one of his friends; all of which have been completely rebuffed. As a long-time resident and community stakeholder, I prefer to deal with my neighbors directly and respectfully, but it appears that in this case that won’t be possible;
4. Mr. Brown seems to take issue with our general existence as a brewery, not just the use of our tasting room. The only explanation I can glean from this is that our light industrial use is somehow “shining a spotlight” on some of his non-conforming uses. Regardless, it is unreasonable to object to a light industrial manufacturing facility in a zone designated for light industrial manufacturing;

Like you, we take our community's input seriously, and we appreciate the value and importance of public comment. However, I would be remiss if I did not highlight that the public comment you've received thus far has been from one vocal neighbor and one of his good friends, who is also his tenant. Quality over quantity would seem to be the best approach to public comment, and we take it personally at Roadhouse if effectively one person's fifteen some-odd letters and emails are chalked up as "multiple complaints" against Roadhouse. Mr. Brown has a conflict of interest that cannot be ignored because he is operating a business that is supported by tenants with non-conforming uses. His opinion that a conforming use such as a microbrewery with an ancillary tap room conflicts with some of his non-conforming uses (such as residential apartments) is in opposition to the LDRs stated goal to conform uses to existing zoning.

The State of Wyoming has prioritized microbreweries as "special consideration businesses" through the creation of favorable statutes to encourage and support the growth of craft breweries throughout the state. Most recently, Senator Enzi was instrumental in getting the "Craft Beverage Modernization and Tax Reform Act" passed through congress which, among other things, cut in half the federal excise tax collected from microbreweries producing under 2,000,000 BBLs annually. The State of Wyoming has been very forward thinking when it comes to microbrewery legislation because it recognizes that small and independent breweries provide high quality, high paying jobs; they support their local communities, and they support local farmers and other local businesses. The Town of Jackson has similarly supported our industry by adopting substantially all of the State's Statutes as part of the Town Municipal Code.

Thank you in advance for your consideration of the points raised in this letter. Roadhouse Brewing Co. has acted and will continue to act in compliance with the conditions of the Gregory Lane microbrewery permit, and will take seriously and seek to mitigate any genuine concerns or complaints from the community at large. It is critical that we are able to maintain the use of our tap room without additional restrictions, and we ask that any additional scrutiny be isolated to events where we seek approval from you for those events. Should you have any questions regarding the contents of this letter please do not hesitate to contact me at your convenience.

Respectfully Yours,



Colby D. Cox, Co-Founder and Owner
Roadhouse Brewing Co.



Gavin Fine, Co-Founder and Owner
Roadhouse Brewing Co.

Cc: Bob McLaurin, Audrey Cohen-Davis, Larry Pardee, Sandy Birdyshaw



Customer Sales Analysis

for 6/1/2017 - 12/31/2017 and prior year of range

BP GROUP

Account

Account	Barrels				Sales Dollars			
	In Period	Prior Yr	Difference	In Period	Prior Yr	Difference	- %	
Tap Room (C1000)	16.26	0.00	16.26	100.0%	\$ -	\$ -	\$ -	- %
Account Total	16.26	-	16.26	100.0%	\$ -	\$ -	\$ -	- %
Grand Total	16	-	16	100.0%	\$ -	\$ -	\$ -	- %



Customer Sales Analysis

for 6/1/2017 - 12/31/2017 and prior year of range

BP GROUP

Distributor

	Barrels				Sales Dollars			
	In Period	Prior Yr	Difference	In Period	Prior Yr	Difference		
Cardinal Beverage (MT) (C1002)	48.74	0.00	48.74	100.0%	\$ 17,660.27	\$ -	\$ 17,660.27	100.0%
Teton Distributors (C1001)	597.81	0.00	597.81	100.0%	\$ 194,045.00	\$ -	\$ 194,045.00	100.0%
Distributor Total	646.56	-	646.56	100.0%	\$ 211,705.27	\$ -	\$ 211,705.27	100.0%

BP GROUP

Account

	Barrels				Sales Dollars			
	In Period	Prior Yr	Difference	In Period	Prior Yr	Difference		
Colorado Craft Distributors (C1004)	10.02	0.00	10.02	100.0%	\$ 4,290.00	\$ -	\$ 4,290.00	100.0%
Watkins Distributing (C1009)	37.08	0.00	37.08	100.0%	\$ 14,652.50	\$ -	\$ 14,652.50	100.0%
Account Total	47.10	-	47.10	100.0%	\$ 18,942.50	\$ -	\$ 18,942.50	100.0%
Grand Total	694	-	694	100.0%	\$ 230,647.77	\$ -	\$ 230,647.77	100.0%



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: FEBRUARY 16, 2018
MEETING DATE: FEBRUARY 20, 2018

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

SUBJECT: **ITEM P17-192:** REQUEST FOR APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW A WIRELESS COMMUNICATIONS FACILITY ON AT 610 EAST BROADWAY.

APPLICANT/OWNER: IRENE COOK, KAPPA CONSULTING, FOR VERIZON WIRELESS

[This item was continued from the Council's February 5 meeting.]

REQUESTED ACTION

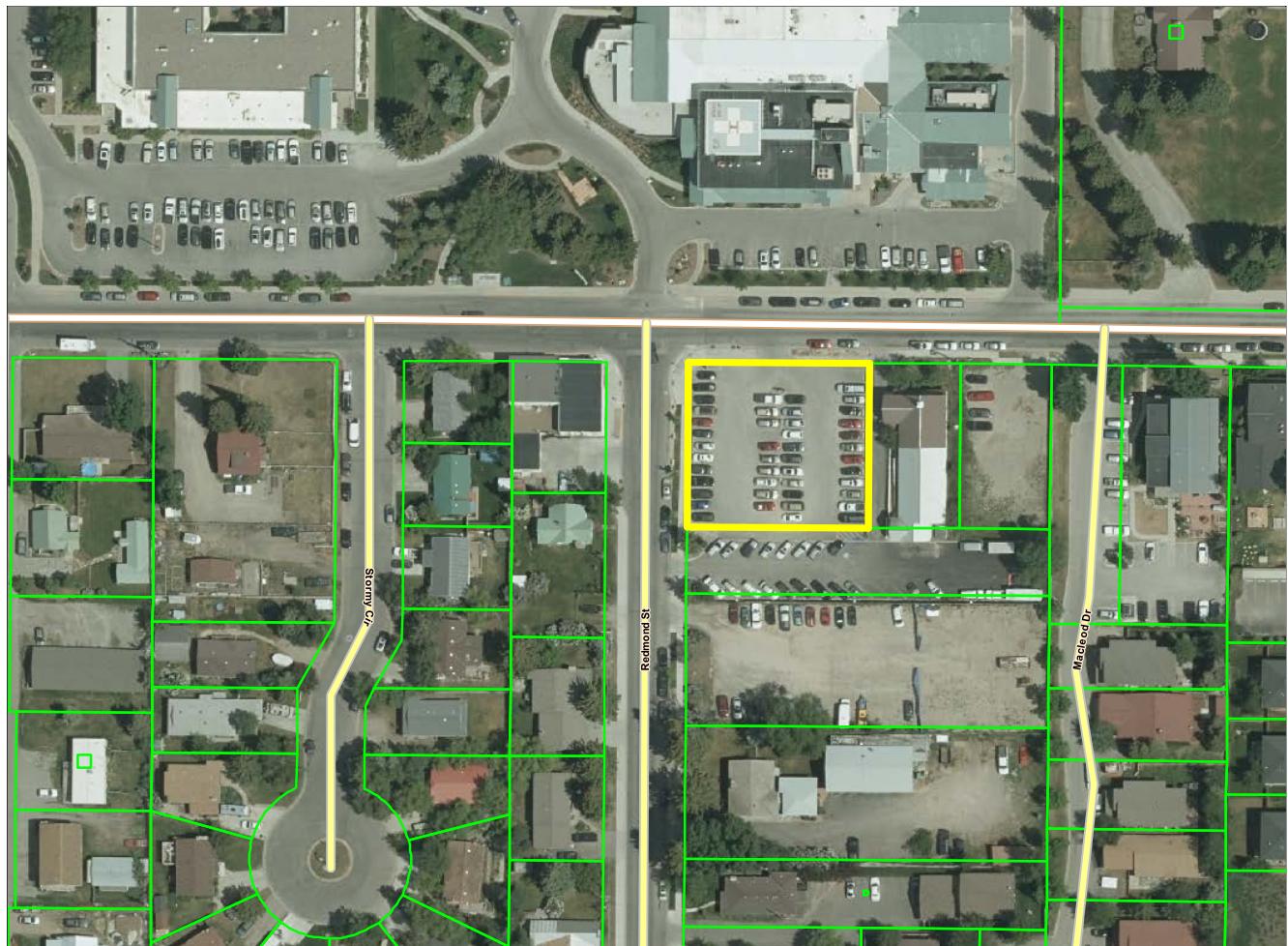
The applicant is requesting approval of a Conditional Use Permit to locate a wireless communications facility at 610 East Broadway Avenue on property owned by St. John's Hospital.

APPLICABLE REGULATIONS

Section 4.2.1 Public/Semi-Public Zone (P/SP)
Section 6.1.10.D Wireless Communications Facilities
Section 8.4.2 Conditional Use Permit (CUP)

LOCATION

The subject property is addressed as 610 East Broadway Avenue and legally described as Lots 1-2, BL. 1, Redmond - 2 (fka OJ-000900). An aerial photo and zoning map are shown on the following page showing the general location of the proposed site:



BACKGROUND

The Town Council recently adopted amendments in the Land Development Regulations (LDRs) to modify the requirements for wireless communications facilities. The amendments were necessitated by changes in federal law that limited and defined the authority of local governments to regulate the permitting of wireless communications facilities. Through the amendments the Town set up two types of permits for all new proposed wireless facilities: 1) a Basic Use Permit for any facility that was an expansion of an existing approved wireless facility provided that it is not a “substantial change” over current conditions; and 2) a Conditional Use Permit for any proposed facility that is a new facility at a new location.

In addition, the Town’s new wireless standards require, among other things, that all new facilities a) be “stealth,” b) that the applicant justify the need for the new facility, c) the height of a rooftop facility be no more than 5’ above the existing roof, and d) that a stand-alone tower be no more than 30’ in height. Wireless facilities are allowed only in the Public/Semi Public (P/SP); Business Park (BP), Park and Open Space (P), and Resort (PR) zones. The practical effect of allowing wireless facilities in these limited zones is that the Town government has taken on the responsibility of needing to approve a certain number of these facilities in order to provide the public the level of wireless service required by federal law.

PROJECT DESCRIPTION

The project site is a .40-acre parking lot owned by St. John’s Hospital located on the southeast corner of East Broadway and Redmond Street. The applicant is requesting a Conditional Use Permit (CUP) to replace two existing 18’- tall light poles with three new 30’ - tall light poles that will each hold one wireless antenna. The poles would be dark brown in color and located toward the center of the site but no closer than 31’ from any property line. Each antenna will be concealed within a canister above the light fixture. The base of each new light pole will be approximately 8” wider than the existing bases so the new bases will encroach about an additional 4” in the adjacent parking spaces. The ground equipment will be housed in a new enclosure (dark brown with wood siding) that will have a continuous 15’- long roof that is 9’ tall and is constructed to fit around the existing parking signs near the entrance. This enclosure is intended to look like a parking kiosk. Both the new light poles with antennas and the equipment enclosure are designed to be ‘stealth’ facilities intended to hide the true identity of the proposed facilities. The project will remove no parking spaces but will reduce the width of two parking spaces by less than 1 foot. There will be no impact to circulation of cars in the parking lot. The applicant will enter into a lease with the hospital for all access and structural improvements.

The primary purpose of the project is to provide better 4G-LTE capacity in the downtown area of Jackson, especially during summer months when existing capacity is strained. Verizon has already received approval for a new wireless facility on the Town’s parking garage and is pursuing another wireless facility at the base of Snow King Resort near the new roller coaster and ski services building.

STAFF ANALYSIS

The primary development standards that apply to CUP wireless communications facility are found in Sec. 6.1.10.D of the LDRs. Below staff has provided analysis of the primary standards.

Determination of Need (Sec. 6.1.10.D.3.f.ii.a))

The applicant is required to demonstrate that no existing facility or tower can accommodate the proposed use without causing impacts greater than the impacts caused by the proposed facility.

Complies: The applicant has provided an explanation of the need for the proposed wireless facility. In summary, the applicant states that existing capacity for 4G-LTE is inadequate in East Jackson, especially during the busy summer months when the number of users on their network increases dramatically and the use of tablets and smartphones for data is a particular problem. The applicant further states that they have looked at other locations in the desired service area (e.g., recreational center, Lutheran Church site, main hospital complex) but that those locations were either not feasible or technically undesirable, or both. In addition, Town Police Chief, Todd

Smith, recently provided a letter (3/17/17) related to Verizon's parking garage facility stating that the Jackson Police Department relies on the Verizon network for its communications and that it has experienced slower speeds during the busy summer months, an indication that public safety is potentially being compromised by the lack of Verizon service in Jackson.

Stealth Requirement (*Sec. 6.1.10.D.3.f.i*)

All wireless facilities are required to be stealth. This means that the facility must be either integrated into an existing structure or constructed new in a manner "that the purpose and nature of the Wireless facility is not readily apparent to the reasonable observer." The one exception is that a non-stealth facility (e.g., whip antenna) is allowed if it can be demonstrated that it would be less visually impactful than a stealth facility.

Complies. The proposed facility meets the standards for a stealth facility. The wireless antennas are integrated into the new light poles such that a reasonable observer would not easily notice their presence. In addition, the equipment shelter is designed to mimic a parking kiosk in design and materials and so meets the stealth requirement. Please see the discussion below in the Design Review Committee (DRC) section for more detail on this issue.

Design Review Committee (*Sec. 6.1.10.D.3.d.ii*)

All Wireless Communications Facility – Major uses shall be subject to review by the Design Review Committee (DRC) prior to submission of the Planning Commission. The DRC shall review such facilities for consistency with the stealth requirements in 6.1.10.D.3.f.

Complies. This application went before the DRC on December 13, 2017. They recommended approval of the project with the following condition: 1) The roof covering should be a mat or dark bronze/color to match the color of the light poles so that the colors of the light poles and kiosk are better coordinated. In general, the DRC found the proposed stealth design to be effective but wanted to see better color coordination as expressed through the condition.

Height (*Sec. 6.1.10.D.3.f.ii.c2*)

The maximum height of a stand-alone tower for a Wireless Communications Facility is 30 feet.

Complies. The proposed light poles are 30' in height.

Collocation (*Sec. 6.1.10.D.3.f.ii.l3*)

New towers shall be constructed to allow collocation of as many antenna arrays as feasible without causing interference, complying with height limits, and not defeating stealth elements.

Complies: Due to the small-scale nature of the facility (i.e., three 30' light poles), there is limited space for future collocation. Furthermore, most wireless providers have indicated to staff that there is little point in putting antennas at 20' or below in height, as would be required on the proposed poles, because of limited signal strength. Thus, given that the proposed light poles comply with all other wireless requirements, staff finds that the limited ability for future colocation is a not the fault of the applicant's design but a function of complying with other more critical LDR requirements, such as stealth, and height.

Setbacks (*Sec. 6.1.10.D.3.f.ii.d*)

If the supporting structure is not constructed using breakpoint technology, the minimum setback distance shall be equal to the height of the supporting structure.

Complies. The light poles are 30' in height and are no closer than 31' from any property line.

Lighting (*Sec. 6.1.10.D.3.f.ii.h*)

Lighting shall be prohibited on all Wireless Facilities unless required by the Federal Aviation Administration (FAA) or by the FCC.

Complies. The lighting on the proposed light poles is intended to illuminate the hospital parking lot for safety reasons and is not associated with the wireless facility in any way. Also, the light fixtures on the poles are a major element of the stealth design and so do not violate the lighting requirements for wireless facilities. Consistent with Sec. 5.3.1. in the LDRs, the light fixtures will be located no higher than 18' above ground and will otherwise comply with the limits on light intensity (lumens), light color (kelvins), and light trespass.

Quantity Limit (*Sec. 6.1.10.D.3.f.ii.i*)

Only one Tower shall be permitted per legally created parcel of property.

Complies. The proposal is to replace two existing light poles with new light poles with the concealed antennas and to add one similar light pole with a concealed antenna. Staff does not consider the two replaced light poles/antennas to be ‘towers’ because they are not built for the ‘sole or primary purpose of supporting FCC-licensed or authorized antennas.’ Instead, the primary purpose of these structures is to continue to serve as light poles but to be modified to support a secondary use which are the antennas. In contrast, the proposed third light pole/antenna is only needed to support a new wireless antenna and so it is considered to be a ‘tower’ as defined in the LDRs. The end result is that there is only one ‘tower’ on the proposed site.

Noise (*Sec. 6.1.10.D.3.f.ii.k*)

All noise coming from a Wireless facility must comply with the standards in Sec. 6.4.3 Noise, that provides limits on allowed decibels (DBA) in different zones. The P/SP zone has a maximum noise level of 65 DBA as measured from the property line. Emergency generators are exempt from this standard.

Complies. The applicant’s submittal states that there is very little noise expected from the proposed electrical equipment and that the manufacturer does not provide noise specifications because the amount of noise is so minimal. Regardless, the Town reserves the right to enforce the noise limitations in the LDRs in the event that the proposed facility is proven to be in violation.

All other standards in Sec. 6.1.10.D

There are a number of additional standards in Sec. 6.1.10.D that address requirements for application submittal, landscaping, signage, access, visibility, and security. These standards are either met as part of this application (e.g., application submittal, access, security), will be met in the future at the building permit stage, or do not apply to this particular application (landscaping, visibility). The proposed application, therefore, complies with each of these standards, as applicable to this project.

DRC REVIEW

This item was reviewed by the Design Review Committee on December 13, 2017. The DRC talked about the color of the proposed light poles and the color of the roof on the equipment shelter. They wanted to make sure that the colors were more similar than what was shown. They also asked how the lighting fixtures would be integrated into the poles. It was explained that the light fixtures cannot exceed 18' in height due to LDR limitations. The DRC approved of the stealth design for both the poles and equipment shelter/kiosk. The roof covering should be a mat or dark bronze/color to match the color of the light poles so that the colors of the light poles and kiosk are better coordinated.

STAFF FINDINGS

Item A: Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. **Compatibility with Future Character.** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

Sub-area 2.6 Mixed-Use Office and Residential: This TRANSITIONAL Subarea is envisioned to be a pedestrian-oriented mixed use area comprised of mixed use office or multifamily residential structures. The subarea currently contains a variety of single family residential, multifamily residential, office and institutional uses such as St. John's Hospital, the National Elk Refuge Headquarters and Town and County administrative facilities. The future development pattern should locate buildings toward the street predominantly two stories in height. Parking should be minimized and screened from the view of the public right of way. Office, residential and local convenience commercial should be located on the first level with residential above and behind. Some limited local convenience commercial is desirable to serve the surrounding residential areas with the goal of reducing trips outside the neighborhood. The existing institutional uses shall remain as anchors to the local economy that provide many jobs and services to the community. The bulk, scale and intensity of the St. John's campus has always been and will continue to be of a higher intensity than the surrounding mixed use and residential neighborhoods. Particular care and attention will be necessary to ensure a successful integration between this mixed use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition

Complies. Staff finds that the project is consistent with the above described visions for Subareas 2.6 because it will increase the level of cellular service in a part of Jackson where many offices and residences need reliable access to internet service. In addition, the scale of the three proposed light poles with antennas is consistent with the scale of development and character in this subarea.

Staff has also analyzed this application for consistency with the Policy Objectives for District 2. **Town Commercial Core** as follows:

Common Value 1: Ecosystem Stewardship

N/A

Common Value 2: Growth Management

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

This project will improve wireless service in East Jackson where the hospital and other important businesses need reliable wireless services to meet their needs. These services and businesses are a critical component of the Town's economic base.

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

Not applicable to this proposal.

Policy 4.2.d: Create Downtown Retail Shopping District

Not applicable to this proposal.

Policy 4.2.e: Protect the image and function of Town Square

Not applicable to this proposal.

Policy 4.2.f: Maintain lodging as a key component in the downtown

Not applicable to this proposal.

Policy 4.4.a: Maintain and improve public spaces.

This project will improve wireless reception on the hospital property and in the public ROW, thus it will improve the public's ability to use these areas with mobile wireless devices.

Policy 4.4.c: Continue tradition of community events

Not applicable to this proposal.

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

Not applicable to this proposal.

Common Value 3: Quality of Life

Policy 6.2.a: Enhance tourism as the basis of the economy

This project will improve wireless reception in areas near and east of the Town Square so it should help tourists visiting these areas to access wireless services critical to making their stay enjoyable and safe.

Policy 6.3.a: Ensure year-round economic viability

By helping to create a reliable wireless service network in all parts of Town, the project will help ensure the year-round economic viability of the community.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Not applicable to this proposal.

2. ***Use Standards.*** *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies. The proposed request complies with all the standards in Sec. 6.1.10.D, as demonstrated in the Staff Analysis above in this staff report.

3. ***Visual Impacts.*** *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed project will have minimal visual impacts on adjacent lands due to the stealth design of the wireless facility. The DRC has reviewed the project and provided a condition of approval that the color scheme for the project be simplified and better coordinated. With this condition, staff is confident that the facility look more integrated into the existing parking lot.

4. ***Minimizes adverse environmental impacts.*** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed wireless facility will not have any significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources.

5. ***Minimizes adverse impacts from nuisances.*** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Staff finds that the proposed wireless facility will not have any significant adverse impacts from nuisances, such as noise, light, vibration, dust, etc.

6. ***Impact on Public Facilities.*** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will have no significant adverse impact on public facilities, such as the operation of the hospital parking lot because there will be no reduction in parking spaces to accommodate the proposed project.

7. ***Other Relevant Standards/LDRs.*** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use, as conditioned, complies with other provisions of the LDRs and with all other Town Ordinances.

8. ***Previous Approvals.*** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. There are no applicable previous permits or approvals.

PLANNING COMMISSION

1. The Planning Commission heard this item on January 17, 2018. The Commission asked about the possibility of future colocation of additional wireless facilities on the light poles and how the original design compared to the proposed design. It was explained that due to the limited height (30') of the poles that future colocation opportunities are limited but that the poles could possibly be increased in height in the future to allow an additional carrier. The Commission recommended approval of the CUP with a recommendation that the kiosk roof covering should be a mat or dark bronze/color to match the color of the light poles so that the colors of the light poles and kiosk are better coordinated. This has been added as a condition of approval.

(see below for full recommendations).

PUBLIC COMMENT

The Planning Department has received no public comment on this project.

FISCAL IMPACT

There should no significant fiscal impact from the proposed project.

STAFF IMPACT

There should no significant staff impact from the proposed project.

LEGAL REVIEW

Complete.

ATTACHMENTS

Applicant Submittal
Departmental Reviews

RECOMMENDATIONS / CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of request P17-192 for a Conditional Use Permit (CUP) to construct a wireless communications facility consisting of three new light poles at 610 East Broadway Avenue on property owned by St. John's Hospital, subject to the department reviews attached hereto and the following condition of approval:

2. The kiosk roof covering should be a mat or dark bronze/color to match the color of the light poles so that the colors of the light poles and kiosk are better coordinated.

SUGGESTED MOTIONS

Based upon the findings as presented in the staff report and as made by the applicant for Item P17-192, I move to make findings 1-8 as set forth in Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations relating to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit and to **approve** a Conditional Use Permit to construct a wireless communications facility consisting of three new light poles at 610 East Broadway Avenue on property owned by St. John's Hospital, subject to the department reviews attached hereto and the following condition of approval.

1. The kiosk roof covering should be a mat or dark bronze/color to match the color of the light poles so that the colors of the light poles and kiosk are better coordinated.



TO: Paul Anthony, Principal Planner

RE: Compliance with FCC Standards
Verizon Wireless WY3 Herbie Application

DATE: September 25, 2017

This letter is submitted in accordance with Sec. 6.1.10.D.3.d.vi of the Town of Jackson Land Development Regulations. Verizon Wireless affirms that the proposed base station known as "WY3 Herbie" to be located at 610 E. Broadway, a hospital parking lot, will be constructed and maintained in compliance with all applicable regulations of the Federal Communications Commission (FCC) including but not limited to "The Enhanced Best Practices Guide" as set forth in Appendix D of FCC04-168 (released August 6, 2004 or as amended). The application is in compliance with all FCC rules regarding interference with other radio services. The application is in compliance with all FCC rules regarding human exposure to radio frequency energy.

Respectfully submitted,

A blue ink signature of the name "Travis Griffin".

Travis Griffin
Senior Manager RF System Design



TO: Paul Anthony, Principal Planner

RE: Compliance with ANSI Standards
Verizon Wireless WY3 Herbie Application

DATE: September 25, 2017

This letter is submitted in accordance with Sec. 6.1.10.D.3d.v of the Town of Jackson Land Development Regulations. Verizon Wireless affirms that the proposed base station known as "WY3 Herbie" to be located at 610 E. Broadway, a hospital parking lot, will be constructed and maintained in compliance with all applicable standards of the American National Standards Institute (ANSI) for electromagnetic radiation. Verizon Wireless further affirms that the facility will meet or exceed current ANSI standards as adopted by the Federal Communications Commission (FCC).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Griffin".

Travis Griffin
Senior Manager RF System Design

KAPPA CONSULTING, LLC
REPRESENTING
Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless
APPLICATION FOR CONDITIONAL USE PERMIT

PROJECT INFORMATION:

Applicant Information: Verizon Wireless (VAW) LLC d/b/a/ Verizon Wireless, 9656 S. Prosperity Road, West Jordan, UT 84081

Applicant's Agent: Leasing and Zoning Consultant, Kappa Consulting LLC, Irene Cooke, P O Box 423, Tabernash, CO 80478; (970) 531-0831

Property Owner Information: Teton County Hospital District, 625 E. Broadway Avenue, Jackson, WY 83001, (307) 739-7404

Engineering Firm Preparing Site Plan: J5 Infrastructure Partners, Josh Malberg, 767 N. Star Rd., Star, ID; (208) 288-0266 ext. 170

Name of Project: Verizon Wireless WY3 HERBIE

Address of Project: 610 E. Broadway Avenue, Jackson, WY 83001
Assessor Parcel No. 22-41-16-34-1-11-003

ZONING REGULATIONS:

This application is submitted pursuant to Sec. 6.1.10.D of the Town of Jackson Land Development Regulations regarding Wireless Telecommunications Facilities complies with all regulations set forth therein.

The enclosed application form and associated materials are in compliance with the requirements of Subsection 6.1.10.D.3.d which outlines Standards for Wireless Facility Conditional Use Permits. Pursuant to this subsection, the following are requirements:

- i) The Application form signed by the Applicant: Attached;
- ii) A Letter of Authorization signed by John Kren, Chief Financial Officer: Attached;
- iii) Detailed site plans consistent with the Administrative Manual: Attached;
- iv) Documentation from a licensed professional engineer regarding structural capacity:
Note: not included, as collocation on the proposed poles would require additional engineering;

- v) Documentation providing compliance with American National Standards Institute (ANSI) standards for electromagnetic radiation: Attached letter from Travis Griffin dated September 25, 2017;
- vi) Affirmation in a written statement that the proposed facility complies with FCC regulations: Attached letter from Travis Griffin dated September 25, 2017;
- vii) Affirmation in a written statement that the new Base Station will comply with all non-discretionary structural, electrical, energy, building, and safety codes: Attached letter from Jennifer Sedillo dated September 25, 2017.

PROJECT BACKGROUND:

Request and Justification: Verizon Wireless (“VZW”), the nation’s largest wireless telecommunications provider with over 109 million subscribers, has, through extensive testing and customer complaints, determined that delivery of wireless coverage and capacity in the Town of Jackson is not optimal. Particularly during the busy summer tourist season, there is an alarming depletion of capacity in the Town. Why is this happening? The short answer is that usage of smartphones and tablet devices has grown exponentially in the past few years. These devices require large amounts of data to transmit the videos, emails, sophisticated applications (“apps”) and other uses that have become such a part of daily life. The two existing sites that have served the Town of Jackson for many years can no longer adequately provide data capacity required.

In 2016, mobile data use was 35 times the volume of 2010 usage, with each North American customer consuming an average of 3.7 GB of data per month. This average usage is expected to increase to 22 GB per month by 2021. Thus, it has become necessary to provide additional sites to provide the required capacity. In 2017, 52% of North American households are wireless-only, meaning that the home no longer has a land line and residents rely on cell phones for their communication service, including emergency services calls.

Since 2013, VZW has been attempting to improve coverage and capacity for 4G-LTE service in the Town of Jackson. To address the demand for increased capacity, VZW proposes to develop a several new facilities in the Town of Jackson. VZW is committed to serving its customers and the community as a whole by providing the optimum level of service. In a letter to Jackson Planning Director Tyler Sinclair dated March 17, 2017, Police Chief Todd Smith noted that the Jackson Police Department relies on VZW for its communications and that the Police Department has experienced slower speeds in its communications platforms during busy summer months. This is just one example of the lack of capacity in the VZW Jackson network and illustrates the need to provide increased capacity for the benefit of public safety.

VZW is mandated by the FCC to provide wireless communication services for the benefit of the public good. This mandate requires the development of communication sites to provide the service. Adequate service to the residents and visitors in this vicinity cannot be maintained without the proposed facility.

In a presentation to the Jackson Town Council on March 21, 2016, VZW representatives explained the need for additional sites in several locations in the Town. With the increasing demand for 4G-LTE capacity, users have experienced periods of less than optimal service. In response, VZW has planned 4 new sites in the Town of Jackson to meet this demand. In 2016, there were 2 sites serving the Town, one at the top of the Snow King Resort and another at a storage facility near the intersection of U. S. Hwy. 189 and Teton Pass Road (see Figure 1, below). A new site, WY3 Cutthroat, is ready for construction, having received zoning approval earlier in 2017.

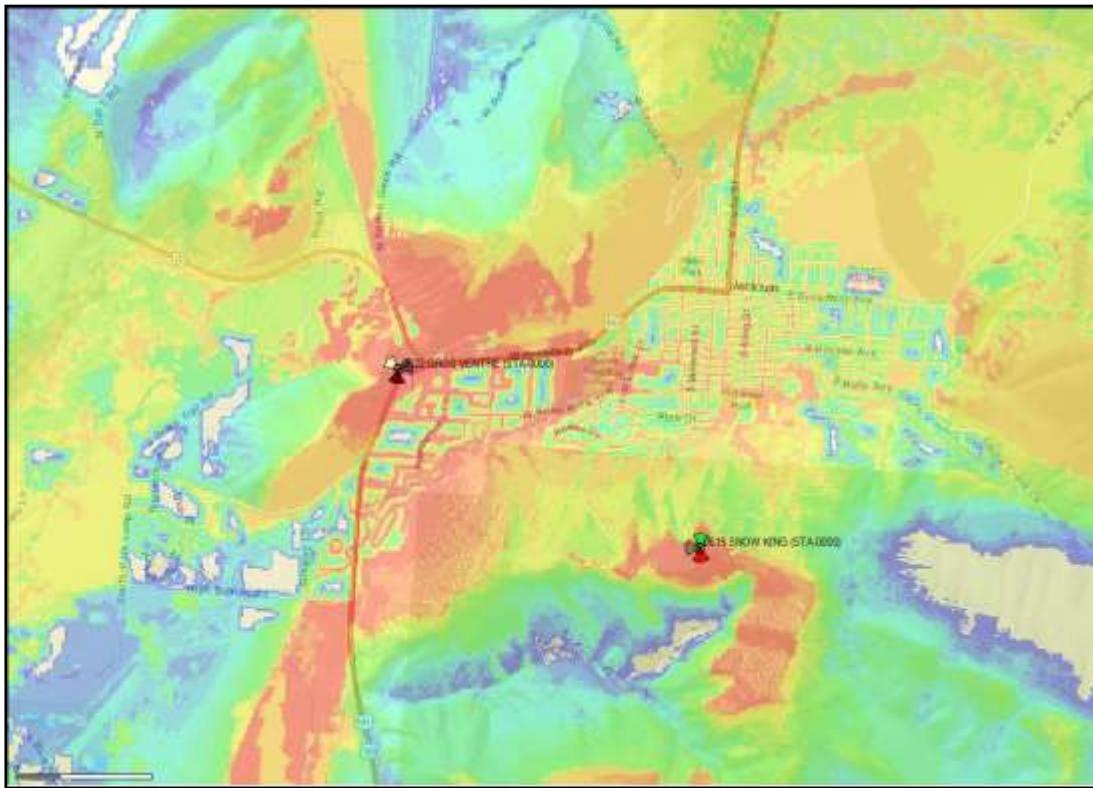


Figure 1: Original VZW Sites

The 2 original sites have provided coverage for the Town for several years, meaning that the signals from these sites reach most areas of the Town. However, there is a distinction between coverage and capacity. Although a site may provide coverage (i.e., one can make a cell phone call), there may not be sufficient capacity to provide 4G-LTE service to a large area (i.e., sufficient capacity to allow for operation of more sophisticated applications and services available on newer devices). Therefore, multiple new sites are needed to supply the required capacity in various areas of Town. Figure 2, below, illustrates the locations of 4 new sites proposed to address capacity demands in Jackson:

- WY3 Summit, a proposed collocation on an AT&T tower at Colter Elementary School;
- WY3 SK Coaster 1 and 2, two companion sites to be located at the base of Snow King Resort;
- WY3 Cutthroat, a site recently approved as noted above and ready for construction on the roof of the Town Parking Garage; and

- WY3 Herbie, the subject of this application.

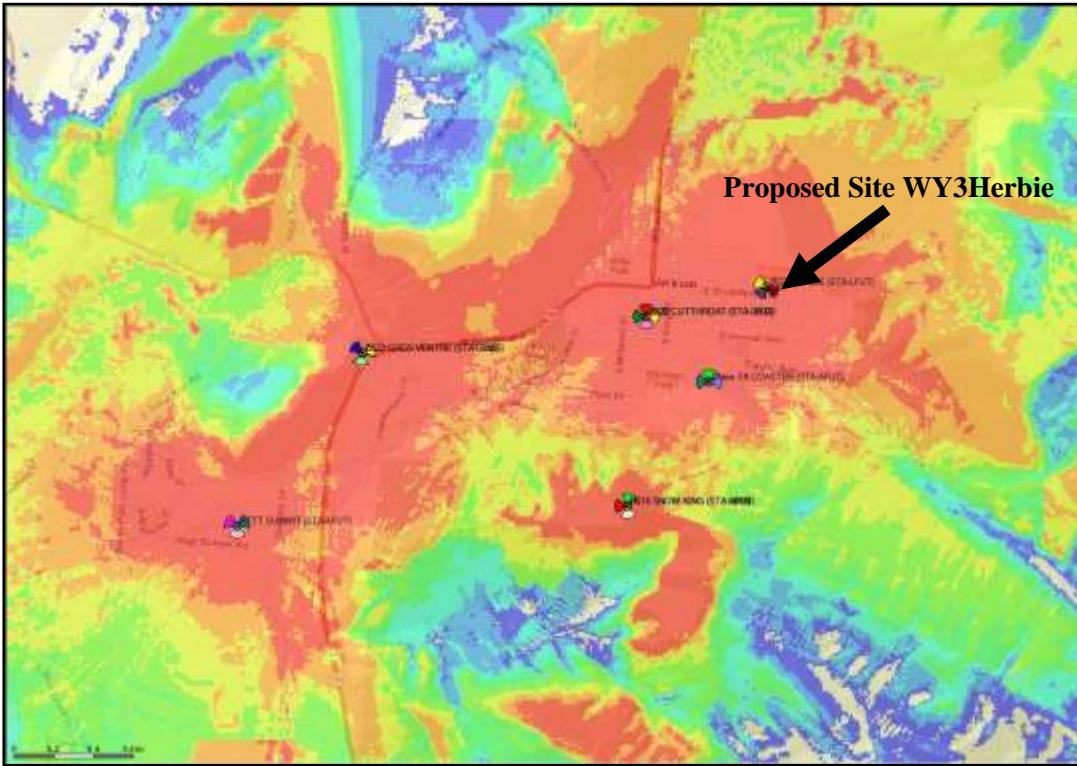


Figure 2: Existing and Proposed VZW Sites

Determination of Need: As noted above, VZW has, through extensive testing and customer complaints, determined that delivery of wireless coverage and capacity in the Town of Jackson is not optimal. There is no existing facility or tower which can accommodate VZW's proposed use without causing a substantial change to an existing tower, or otherwise creating a greater visual impact. The proposed site at the hospital parking lot is the only available location to serve the surrounding residential and commercial properties in northeast Jackson. Please see maps of existing and proposed coverage, above.

Alternate Sites Considered: Several alternative properties were considered:

- 1) Collocation on a new tower being built by Atlas Tower: Both the design and location of this tower were rejected by Verizon Wireless RF engineers as being inadequate to serve the desired coverage area;
- 2) Collocation on the rooftop of St. John's Medical Office Building: This proposal was initially approved by the Hospital District but eventually rejected as being incompatible with the Hospital's future development plans for the building; and
- 3) Collocation on the rooftop of Teton County-Jackson Recreation Center: This location was rejected by Verizon Wireless RF engineers as being inadequate to serve the desired coverage area.

PROPOSED DEVELOPMENT PROGRAM:

Existing Use: The subject property is currently used as a parking lot for St. John's Medical Center, Parcel No. 22-41-16-34-1-11-003, 610 E. Broadway Avenue, as illustrated below in Figure 3. There are 2 existing light poles in the center of the parking lot and an existing sign facing Broadway Avenue at the entrance to the parking lot. The parking lot is paved but is otherwise undeveloped, with the entrance directional sign and the light poles being the only structures on the property.



Figure 3: Existing Condition

Proposed Use: VZW proposes to replace the 2 existing light poles in the parking lot with 3 new poles, each with 1 panel antenna concealed in a canister above the light fixture. Electronic equipment associated with the antennas will be located inside the proposed enclosures at either side of the existing sign, as illustrated in Figure 4, below. The enclosure structure is intended to suggest a kiosk at the entrance to the parking lot.



Figure 4: Proposed Facility

This proposal is in compliance with applicable development standards, including: a height limit of 30 ft. for a wireless communication “tower;” setbacks equal to 100% of “tower” height from all property lines; requirement that all communications sites be “stealth;” lighting standards; and design review standards. These items are more specifically addressed in the Response to Submittal Checklist, below.

REVIEW CRITERIA:

The Pre-Application Conference Summary dated June 2, 2017, listed the items required to be included in the Application. Those items are addressed below:

GENERAL INFORMATION:

Planning Permit Application: This has been provided.

Notarized Letter of Authorization: This has been provided.

Application Fees: These have been paid by Check No. 5108 in the amount of \$2,500.00, enclosed.

Review Fees: Applicant acknowledges responsibility for payment of review fees necessitated by the review of the application.

Mailed Notice Fee: Applicant acknowledges responsibility for payment of mailed notices in excess of 25 notices.

Digital Format: Applicant has submitted all application materials in digital format on the enclosed CD.

Response to Submittal Checklist: Applicant has provided responses to the comments identified in the Pre-Application Conference Summary in the text of this narrative, below.

Title Report: Per the pre-application summary, this is not required.

Narrative description of the proposed development: This has been provided herein (see “Project Description,” above).

Proposed Development Program: This has been provided herein (see “Proposed Development Program,” above, pages 4-6).

Site Plan: The enclosed site plans meet the minimum standards established in the Administrative Manual. Sheet T-1 is the title sheet; Sheet PS-1 shows Existing View and Photosimulation of proposed view; Sheet SU1 is a site survey; Sheet SU2 shows the 1A certification of location; Sheet Z-1 is a Demolition Plan; Sheet Z-2 is a Site Plan; Sheet Z-3 is an Enlarged Site Plan; Sheet Z-4 shows Existing North Elevation; Sheet Z-5 shows proposed North Elevation; Sheet Z-6 shows Existing West Elevation; and Sheet Z-7 shows Proposed West Elevation.

Floor Plans: Per the pre-application summary, this is not required.

Neighborhood Meeting Summary: Per the pre-application summary, this is not required. However, Applicant did hold a neighborhood meeting as a courtesy to provide information to the surrounding owners. Notice of the Neighborhood Meeting was sent to all owners within 500 ft. of the subject property approximately 3 weeks in advance of the meeting date, September 14, 2017. The meeting was scheduled for 6:00 P.M. and VZW representatives were present to offer information about the proposed project. At 6:30 P.M., no one from the public had appeared and VZW representatives left the premises. Documentation of the neighborhood meeting including

copies of the notice sent to property owners, aerial image mailed with the notice, and the proposed agenda are attached.

Posted Notice: When hearing dates are established, notice will be posted in compliance with Sec.8.2.14.C.4.

RESPONSE TO SUBMITTAL CHECKLIST:

All items checked on the Pre-Application Conference Summary Checklist are addressed below:

SUBMITTAL CHECKLIST: Subsection B, Physical Development:

Structure Location and Mass: The original submittal for this site proposed replacing 1 light pole with an antenna support structure with 3 antennas concealed in a canister with diameter of 3 ft. and length of 8 ft. The original site plans showed an equipment enclosure with dimensions of 13 ft. L x 3.5 ft. W x 10 ft. H. Comments at the pre-application review indicated that the mass of this proposed site was unacceptable. In response, the site design has been modified to minimize the mass. To be a viable site, a minimum of 3 antennas are required to meet RF objectives at this location. The new design proposes 3 new light poles, each with a small canister concealing 1 antenna above the light fixture. The proposed canisters will be 21.5 in. in diameter and 7 ft. long, the minimum size required for antenna mounting. The proposed poles are in compliance with required setbacks, i.e., 100% of the 30 ft. "tower" height. The setback table on Sheet Z-2 shows that the northernmost pole is 31 ft. from the property line and the southernmost pole is 32 ft. from the property line; all poles are more than 30 ft. from east and west property lines. Comments at the initial pre-application review suggested that the equipment enclosure proposed on the initial set of plans would unacceptably interfere with parking. The comment suggested that a buried vault system be considered to minimize parking disruption. Due to considerations of occupational safety, operations feasibility and climate in this location, a buried vault system is not feasible. The proposed equipment enclosure does not interfere with parking and in fact adds an attractive design element to the entrance to the parking lot.

Maximum Scale of Development: Only one wireless communications site is allowed on any one parcel. This proposal is in compliance with that regulation. As noted above, 3 antennas are required at this site to meet RF coverage objectives. The original plans showed 3 antennas concealed in 1 canister on a single light pole. However, this design was rejected by Town Staff as not meeting the stealth requirement. Therefore, the only alternative to mounting all 3 antennas on 1 pole was to propose 1 antenna mounted on each of 3 new poles. It should be noted that only 1 new pole is proposed, as there are 2 existing poles on the property. This is the most creative solution possible in response to rejection of the original design.

Building Design: The electronic equipment required for operation of the antennas will be housed in 2 equipment enclosure units with dimensions of 2 ft.8 in. L x 2 ft. 9 in. W x 9 ft. H, or approximately 7.3 sq. ft. each. The equipment enclosure structure will be designed to suggest a kiosk, with a single roof 15 ft. long, 9 ft. high, spanning the cabinets and the existing directional sign. It is understood that this project will require approval of the Design Review Committee. Materials proposed for this structure will meet or exceed Design Review standards.

Site Development: Driveway and access limits: Access to the site will be via existing access point on Broadway Avenue. No new access is proposed.

Fencing: No fencing is proposed at this site.

SUBMITTAL CHECKLIST: ARTICLE 5, Physical Development Standards Applicable In All Zones:

Division 5.3: Scenic Standards:

Section 5.3.1 Exterior Lighting Standards: Night lighting currently exists at this parking lot, which is used around the clock by hospital visitors and employees. The proposed light poles will replicate the existing poles and light fixtures to be in compliance with lighting requirements. The proposed lighting is in compliance with Section 5.3.1.B.1, which provides that light sources shall be fully shielded, mounted such that no light is emitted above the horizontal plane of the fixture. Section 5.3.1.B.2 provides that total exterior light output is limited to 100,000 lumens per site in the P/SP zone district. Hospital properties such as the subject property are allowed up to 4 times the illumination allowed in the zone district. The proposed lighting will not exceed the allowable limits of illumination. Light color will not exceed 3000 Kelvin, per Section 5.3.1.B.3. No light will fall onto adjacent property, per Section 5.3.1.B.4. The light fixtures will be mounted at 18 ft., in compliance with Section 5.3.1.B.5. Automatic lighting controls which extinguish exterior lighting when sufficient daylight is available will be provided, per Section 5.3.1.B.6.

Section 5.3.2 Scenic Resources Overlay Standards: This section does not apply, as the subject property is not in a Scenic Resources designated area.

Division 5.8: Design Guidelines: The following standards have been addressed in the proposed plans:

Public Space: The proposed public space will be engaging and in scale with the existing use. The kiosk-style equipment structure will be an attractive addition to the existing parking lot, intended to maintain the parking lot as usable and desirable to use. The proposed light poles are intended to be engaging and in scale with the pedestrian. Since the property is currently used as a parking lot, no screening from parking is possible. However, the design is intended to provide user-friendly and pedestrian-friendly orientation and screening of utilities required for operation of the site.

Composition: The proposed design applies elements of composition, proportion and rhythm in the proposed materials, surfaces and massing. The proposed canisters will add the least possible height to the proposed light poles, maintaining good proportion. The proposed light fixtures will replicate the existing fixtures on the site. The kiosk-style equipment structure is intended to integrate the existing sign at the parking lot entrance with the equipment cabinets required for operation of the site. The project has successfully applied the design elements of composition, proportion and rhythm in the proposed materials, surfaces and massing.

Massing: The mass, height, volume, complexity and arrangement of the proposed light poles mitigate adverse effects on adjoining properties. The proposed canisters are the minimal mass

required to conceal antennas. It should be noted that the original plans for this site proposed 1 large canister to conceal 3 panel antennas. In response to the Town's concern regarding design and mass of this structure, the plans were revised to include 3 smaller canisters on 3 different poles. Further, the original plans proposed 1 large metal equipment cabinet 13 ft. long and 10 ft. high. The revised plans propose 2 smaller equipment enclosures, one on either side of the existing directional sign at the entrance to the parking lot. The proposed roof will cover both cabinets and the sign to integrate the structures and suggest a kiosk type structure. The mass, height, volume, complexity and arrangement of the components of the proposed site are intended to enhance the streetscape within the context of the Town, while creating a comfortable experience for the pedestrian and mitigating adverse effects on the adjoining properties

Street Wall: The proposal is in conformance with the requirements of this section. The project clearly defines the public space adjacent to the sidewalk and/or street. The proposed kiosk-style equipment enclosure integrates the existing directional sign to assist pedestrians. The equipment enclosure is as small as possible, thus allowing the scale of the street wall to appropriately address the pedestrian and improve the pedestrian experience.

Materials: The proposed materials are appropriate based on the context of both the surrounding context, both natural and built. The proposed materials will be durable and maintainable over time. The material used for the canisters to conceal the antennas will be durable, radio frequency-transparent fiberglass, fabricated and painted to match the texture and dark brown color of the light poles. The metal equipment cabinets will be concealed in custom-framed structures with wood siding painted dark brown with dark brown metal roofing. Samples of the proposed finishes will be provided at the Design Review Committee meeting.

In summary, the proposed site plans are in compliance with the Design Guidelines per Resolution 04-02.

SUBMITTAL CHECKLIST: ARTICLE 6: Use Standards Applicable in All Zones

Division 6.1, Allowed Uses: The proposed site is located in the PR zone district and wireless communications sites are an allowed use.

Division 6.2, Parking and Loading Standards: Division 6.2.2 requires one parking space per employee and one space per stored vehicle. This is an unmanned site and no vehicles will be stored on the site. After construction, the site will be visited for a very brief period for routine maintenance and monitoring approximately one time per month. No designated parking space is proposed.

Division 6.4, Operational Standards: There will be no outside storage; all equipment associated with the site will be housed in the proposed equipment enclosure units. The unoccupied site will generate no refuse or recycling; it will be visited only occasionally by a VZW technician to monitor and maintain the equipment. The site will not generate noise or vibration. The Applicant attempted to find noise specifications for the proposed equipment; however, no such specifications are available because the equipment does not generate significant noise. All VZW facilities are monitored remotely 24/7; therefore, the likelihood of fire, explosive hazards or electrical

disturbances is minimal. The site will include its own backup battery system for power in case of a general power outage in the Town.

SUBMITTAL CHECKLIST: ARTICLE 7: Development Option and Subdivision Standards Applicable in All Zones:

Division 7.7, Required Utilities: The proposed site is an unmanned, unoccupied facility which requires only electric power and fiber optic connection for operation. No water, sewer, irrigation, natural gas or fuel storage will be required.

GENERAL STANDARDS AND DESIGN REQUIREMENTS:

The following Standards are required pursuant to Sec. 6.1.10.D.3.f:

1. **Must be Stealth:** The application meets this requirement with all antennas and equipment concealed from public view. Antennas will be concealed within proposed canisters above the light fixtures. Electronic equipment will be concealed in wood-framed enclosures designed to suggest a kiosk structure. It will not be obvious that a wireless communication site is located there, i.e., the presence, purpose or nature of the facility will not be readily apparent to a reasonable observer.

2. **Standards to be applied include the following:**

i) **Determination of Need:** Please see “Request and Justification,” “Determination of Need,” above at pages 2-4.

ii) **Concealment Element:** The proposed design is the most effective concealment that can be provided with the least added mass. There is no intent to frustrate the purpose of the conditions of approval. The concealment elements are intended to be consistent with the existing light pole structures. The initial application for this site proposed replacing one existing light pole with a new pole to support a canister concealing the 3 antennas required to meet RF objectives. That design was rejected by Town officials as being insufficiently stealth. The proposed design minimizes the visual impact by using smaller canisters above the 3 proposed light poles, consistent with the current use and design of the property.

iii) **Height:** The height of the proposed poles does not exceed the 30 ft. height limit established by the LDR's.

iv) **Setbacks:** The proposed poles are in compliance with required setbacks, i.e., 100% of the 30 ft. “tower” height. The setback table on Sheet Z-2 shows that the northernmost pole is 31 ft. from the property line and the southernmost pole is 32 ft. from the property line; all poles are more than 30 ft. from east and west property lines.

v) **Other conditions:** The proposed facility is designed and will be maintained to be visually compatible with adjoining terrain and structures. The proposed light poles are consistent with the existing use of the property as a well-lighted hospital parking lot for employees and visitors. The proposed site will not be used for storage of excess equipment and there will be no outdoor storage.

vi) Landscaping: To avoid interfering with parking spaces and traffic flow, no landscaping is proposed at this site

vii) Signage: No commercial messages will be displayed at the proposed facility. Signage will be limited to that required by federal regulatory agencies.

viii) Lighting: Night lighting currently exists at this parking lot, which is used around the clock by hospital visitors and employees. The proposed light poles will replicate the existing poles and light fixtures will be in compliance with lighting code requirements. The proposed lighting is in compliance with Section 5.3.1.B.1, which provides that light sources shall be fully shielded, mounted such that no light is emitted above the horizontal plane of the fixture. Section 5.3.1.B.2 provides that total exterior light output is limited to 100,000 lumens per site in the P/SP zone district. Hospital properties such as the subject property are allowed up to 4 times the illumination allowed in the zone district. The proposed lighting will not exceed the allowable limits of illumination. Light color will not exceed 3000 Kelvin, per Section 5.3.1.B.3. No light will fall onto adjacent property, per Section 5.3.1.B.4. The light fixtures will be mounted at 18 ft., in compliance with Section 5.3.1.B.5. Automatic lighting controls which extinguish exterior lighting when sufficient daylight is available will be provided, per Section 5.3.1.B.6, consistent with the current light fixtures.

ix) Quantity Limit: There is a limit of 1 wireless communication facility per parcel. The proposed facility is the only wireless communication facility proposed for the subject parcel. The fact that it includes 1 antenna on each of 3 separate poles is due to the requirement that all facilities be “stealth.” An earlier proposal for this site included 1 replacement light pole with a larger canister concealing 3 antennas. That design was rejected by Town officials who stated that the design did not satisfy requirements for stealth design. The alternatives to address this issue were limited. A stealth “monopole” would have been inappropriate for the parking lot property, as the mass would have occupied several parking spaces. Likewise, a stealth “water tank” or other rustic appearing structure would have required considerably more ground space than the proposed design. Parking spaces are at a premium in this location and both the Applicant and property owner are committed to maintaining all existing parking spaces. The only other alternative was to add 1 concealed antennas on each of 3 light poles in the parking lot. The 3 antennas are served by 1 set of electronic equipment and will be permitted by the FCC as ONE site.

x) Emergency Generators: No generator is proposed.

xi) Noise Level: The facility will not generate noise or vibration. Applicant attempted to find noise specifications for the proposed equipment; however, no such specifications are available because the equipment does not generate significant noise.

xii) Visibility: Flush-Mounted Antennas: The proposed antennas will be “flush-mounted” and completely concealed inside the proposed canisters above the light fixtures. Electronic equipment associated with the antennas will be concealed in the proposed equipment enclosure units facing the entrance to the parking lot from Broadway. It will not be obvious that a wireless communication site is located there, i.e., the presence, purpose or nature of the facility

is not readily apparent to a reasonable observer. Each light pole is identical and the each canister concealment unit appears to be part of the light pole.

Collocation: The limitation of this design is obviously that only one antenna may be mounted on each pole, thus limiting potential for site modification. However, given the design constraints and space limitations at the parking lot location, one antenna is the maximum *feasible*. In order to allow for collocation of future additional carriers at this site, a more traditional tower would have been required.

Interference: In reviewer comments, the issue of interference was raised with concern for the proximity to the hospital. It is not uncommon to install wireless communications sites on or near hospitals. VZW has many such sites around the country and the terms of the lease agreement between the Hospital/Lessor and VZW/Lessee adequately address the issue of interference adequately. VZW antennas operate on very specific licensed frequencies which make it extremely unlikely that any interference would occur.

xiii) Notice: The facility will be in compliance with all requirements for public hearings. When dates for the required public hearings are scheduled, Applicant will order notice signs to be posted at designated locations on the property.

xiv) Access: No part of the proposed facility will obstruct access or cause the existing facility to fail to comply with the Americans with Disabilities Act.

xv) Security: Opportunities for unauthorized access will be minimized. It should be noted that VZW facilities are monitored remotely 24/7, providing additional security for the site. Any deviation from normal operations would be immediately noted by remote monitoring systems and a Verizon Wireless technician would be dispatched promptly to address any unusual situation.

xvi) Building Design: The electronic equipment required for operation of the antennas will be housed in 2 equipment enclosures with dimensions of 2 ft.8 in. L x 2 ft. 9 in. W x 9 ft. H, or approximately 7.3 sq. ft. each. The equipment enclosures will be designed to mimic a kiosk structure, with a single roof 15 ft. long, 9 ft. high, spanning the cabinets and the existing directional sign. It is understood that this project will require approval of the Design Review Committee.

CONDITIONAL USE PERMIT REQUIREMENTS:

The following findings must be made prior to approval of a conditional use permit:

1. The application is compatible with the desired future character of the area: This property is zoned P/SP and future character of the area is most likely to be related to the Teton County Hospital District use. The demand for current 4G-LTE wireless technology is even more pronounced in the area of the hospital, where patients, families and staff rely on their smartphones and other advanced devices to assist with their needs. The need for sufficient wireless capacity cannot be overstated.

2. The application complies with the use specific standards of Division 6.1: Jackson Land Development Regulations allow wireless communications sites in the P/SP zone district.

3. The application minimizes adverse visual impacts: As described above, the proposed antennas will be concealed in stealth canisters above light poles in the hospital parking lot. The purpose of this installation is to minimize the mass of the communications site. For example, the proposed design will have much less mass and visual impact than a “monopine” tower would have been. The canisters are designed to appear to be a part of the light pole design; each light pole is identical and consistent with the existing use on the property.

4. The application minimizes adverse environmental impacts: There will be no adverse environmental impacts associated with this development. The proposed site will be unoccupied and requires only minimal electric utility service for operation. There will be minimal ground disturbance associated with construction of the site.

5. The application minimizes adverse impacts from nuisances: The proposed site will not generate noise, odor, dust or other impacts that could be considered nuisances. As noted above, Applicant could not find noise specifications for the proposed equipment because it does not generate any significant noise.

6. The application minimizes adverse impacts on public facilities: There will be minimal impact on public facilities. The site requires only minimal electric utility and fiberoptic cable service. The site is unoccupied and requires no water, sewer, trash collection of other public services. The site will generate no traffic; it will be visited only occasionally by a sole technician to monitor and maintain the equipment. All VZW facilities are monitored remotely 24/7 and standard operating procedures minimize security risks. There will be no impact to the existing parking facility. No parking spaces will be compromised with this design.

7. The application complies with all other relevant standards of these LDRs and all other Town Ordinances: The proposed development will comply with all Land Development Regulations, building code requirements and other ordinances. VZW constructs and operates all its facilities to the highest standards in the industry.

8. The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals: Applicant believes the proposed plans meet or exceed all requirements of applicable permits and required approvals.

In summary, the application satisfies the criteria established for Conditional Use Permit findings.

4G-LTE CAPACITY:

Please note that this will be a 4G LTE site, which means voice calls will be carried over our LTE network. THIS IS A CHANGE AND WILL REQUIRE CUSTOMERS TO HAVE A DEVICE CAPABLE OF ADVANCED CALLING. A VZW 4G LTE cell site uses the latest technology to carry both voice and data. Voice service is provided over VoLTE or Voice Over Long Term

Evolution technology through a service Verizon calls Advanced Calling 1.0. Advanced Calling offers high-definition or HD voice and video calling. To complete calls on this new cell site, customers' phones must be capable of Advanced Calling and that feature must be activated in the phone itself. Both customers on a call must be served by 4G LTE and have the Advanced Calling feature activated to experience HD voice and video service. It must be noted that customers with older 1X, 3G or 4G devices without Advanced Calling will not experience a change in voice service.

“FCC SHOT CLOCK”

VZW requests that the Town of Jackson issue a written decision granting VZW's request within one hundred fifty (150) days of the date this application is submitted. If applicable, within thirty (30) days of the date the application is submitted, VZW requests the Town to inform VZW in writing of the specific reasons why the application is incomplete and does not meet the submittal requirements; and in doing so, to please specifically identify the code provision, ordinance, instruction or public procedure that requires the information to be submitted.

CONCLUSION:

Verizon Wireless respectfully requests the Town of Jackson to grant conditional use permit approval for the above described project. The proposed site will be part of a comprehensive wireless network and approval of this application will allow VZW to meet its federally mandated obligations under the license granted by the Federal Communications Commission (FCC) pursuant to the Telecommunications Act of 1996.



TO: Paul Anthony, Principal Planner

RE: Compliance with Applicable Codes
Verizon Wireless WY3 Herbie Application

DATE: September 25, 2017

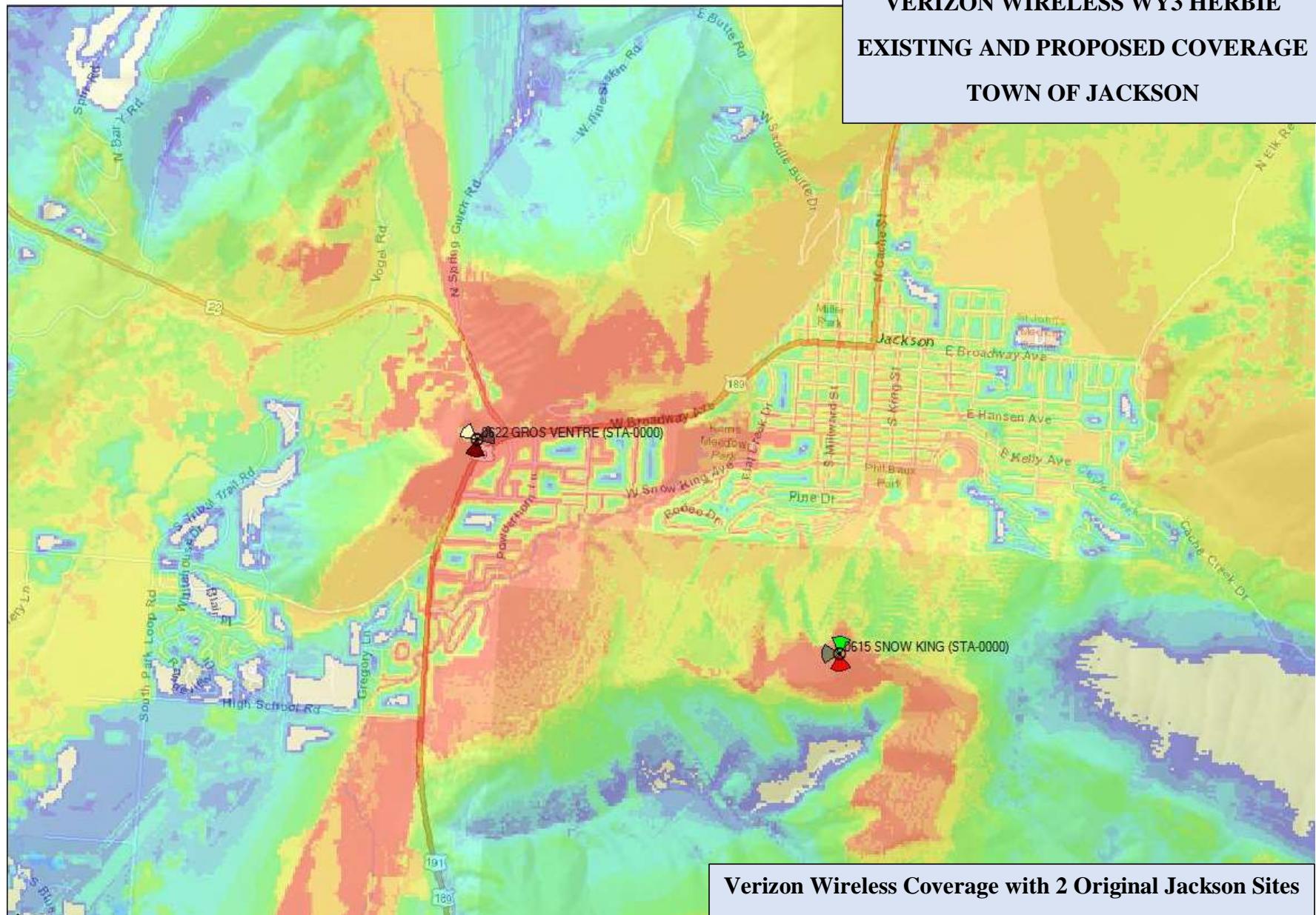
This letter is submitted in accordance with Sec. 6.1.10.D.3d.vii of the Town of Jackson Land Development Regulations. Verizon Wireless affirms that the proposed base station known as "WY3 Herbie" to be located at 610 E. Broadway, a hospital parking lot, will be constructed and maintained in compliance with all applicable non-discretionary structural, electrical, energy, building and safety codes.

Respectfully submitted,

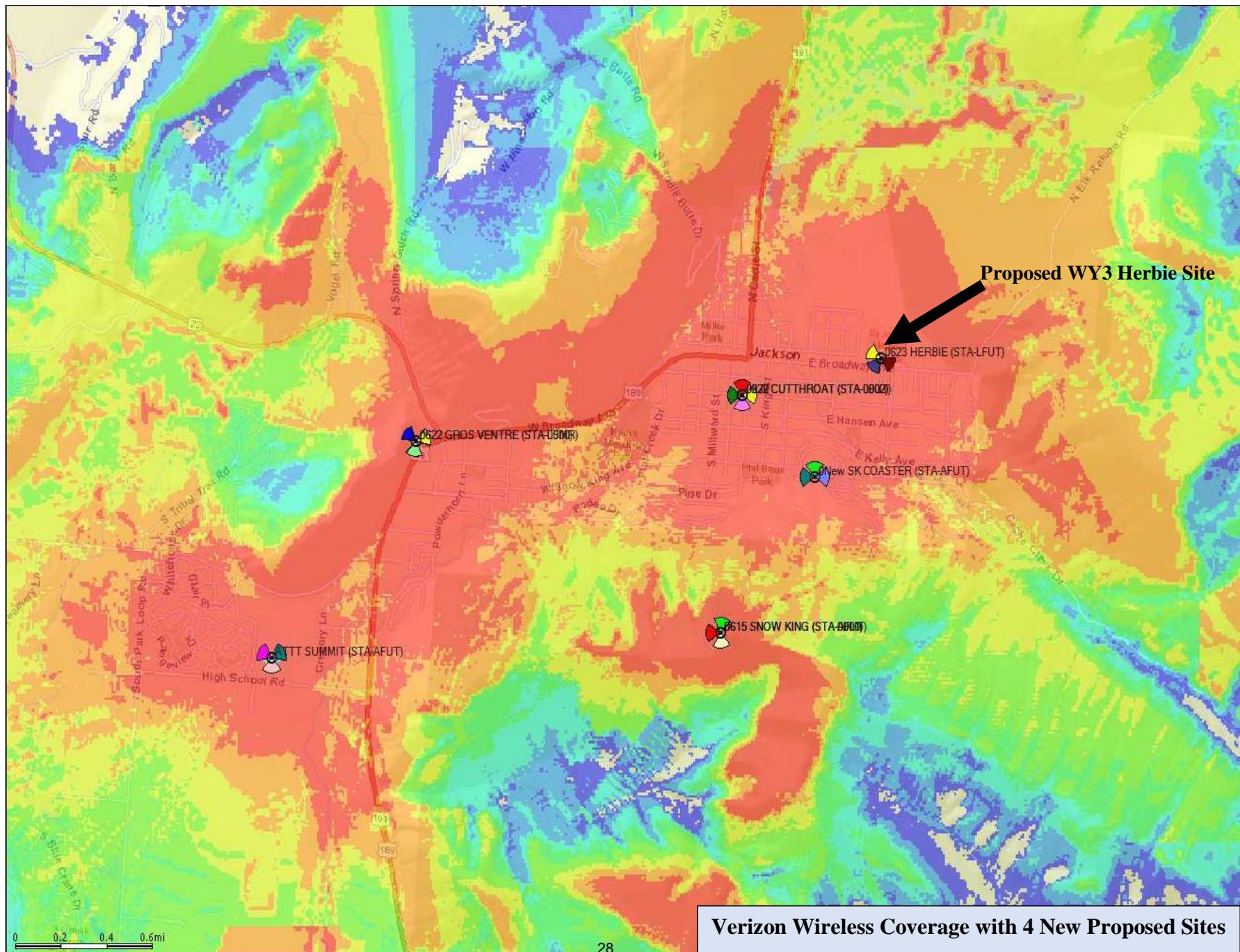
A handwritten signature in black ink, appearing to read "Jennifer Sedillo".

Jennifer Sedillo
Real Estate Manager

VERIZON WIRELESS WY3 HERBIE
EXISTING AND PROPOSED COVERAGE
TOWN OF JACKSON



NOTE: Red shaded areas have optimal coverage



Project Number	P17-192	Applied	10/16/2017	STOL
Project Name	610 East Broadway	Approved		
Type	CUP	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Irene Cooke	Owner	TETON COUNTY HOSPITAL DIST.	
Site Address	610 E BROADWAY AVENUE	City	State	Zip
		JACKSON	WY	83001
Subdivision	REDMOND-2ND	Parcel No	General Plan	
		22411634111003		

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building		10/16/2017	11/6/2017		
Jim Green					
Fire	NO COMMENT	10/16/2017	11/6/2017		
Kathy Clay					

Legal APPROVED W/CONDITI 10/16/2017 11/6/2017 10/30/2017

Lea Colasuonno

(10/30/2017 5:36 PM LC)

6.1.10.D.3.f.ii.h) --- The narrative states the standard for lumens in the zone is 100,000 lumens per site, but also that a hospital may have up to four times that amount. The narrative fails to state what the lumens will be within this range of 100,000 to 400,000. Moreover, if it will be brighter than the standard 100,000 the application does not include a basis for the intense lighting.

6.1.10.D.3.f.ii.i) -- This provision states that there may only be one tower per legally-created parcel. The narrative incorrectly states this standard as having "one wireless facility" per parcel (p.11) and, alternatively and also incorrectly, that "only one wireless site is allowed on any one parcel" (p. 7). A "tower" is defined in federal law as "any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities." This application seeks to place three towers on one parcel and therefore does not meet this standard. However, the application is required to be stealth as well. Sec. 6.1.10.D.3.f requires that "[a]ll Wireless Facilities permitted under this ordinance are required to be Stealth Facilities." In turn a stealth facility is defined in the LDRs as "[a] Wireless Facility that is integrated into an existing structure so that no portion is visible from outside the existing structure; or that is designed so that the purpose and nature of the Wireless Facility is not readily apparent to a reasonable observer." In order to integrate this facility as necessary to meet the stealthing requirement, the application must incorporate features that effectively disguise and camouflage the facility with the surrounding environment or architecture to make the presence, purpose and nature of the facility less apparent to a reasonable observer.

Parks and Rec NO COMMENT 10/16/2017 11/6/2017

Steve Ashworth

Pathways NO COMMENT 10/16/2017 11/6/2017

Brian Schilling

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					

Police NO COMMENT 10/16/2017 11/6/2017

Todd Smith

Public Works APPROVED W/CONDITI 10/16/2017 11/6/2017 11/2/2017

Jeremy Parker

(11/2/2017 4:48 PM JP)

Plan Review Comments - SUFFICIENT

P17-192

CUP

Irene Cook (Kappa Consulting, LLC) Owner: Teton County Hospital District

610 East Broadway Avenue

November 2, 2017

Jeremy Parker, (307)733-3079 x1412

*Please be advised that the following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

Please be advised that although the proposed site plan for installation of the three light-poles/antennas and vault(s) does not appear to affect the use of any parking spaces at the parking facility as shown in the plan submittal, the Town of Jackson Public Works Department is concerned with the possible loss of parking spaces within the parking lot in which this facility is proposed. The parking lot is heavily used by the hospital, its employees, patients, and visitors. Any loss of parking spaces within the lot in order to place the proposed facilities would result in an increased reliance on parking within the public right-of-way which is already heavily used in this vicinity.

Please be advised that the proposed installation of the light-poles/antennas and vault(s) will require submittal of a Building and/or Grading Permit application. Additionally, any and all work occurring with, or usage of, the Town's right-of-way shall require submittal of a Public Right-of-Way permit application.

START NO COMMENT 10/16/2017 11/6/2017

Darren Brugmann

TC Housing Authority NO COMMENT 10/16/2017 11/6/2017

Stacy Stoker

August 25, 2017

Dear Property Owner:

This notice is being sent to you to inform you about a development proposal for a communications site and to invite you to a neighborhood information meeting where you can learn about the proposed project and ask questions of the applicant.

Verizon Wireless has applied to the Town of Jackson for approval to develop a communications site in the Hospital Parking Lot at the southeast corner of Broadway Avenue and Redmond Street in Jackson, Wyoming. The site is needed to meet the critical demand for 4G-LTE capacity for wireless devices used by residents, visitors and emergency services personnel in the surrounding neighborhood.

The subject property is a 0.4 acre parcel zoned P/SP and is currently used as a parking lot for Hospital staff and visitors. There are 2 existing light poles in the center of the lot.

Verizon Wireless proposes to replace the existing light poles with a three new light poles, each supporting a canister at the top to conceal an antenna. Overall height of the proposed pole and canister would be 30 ft. Electronic equipment required for operation of the antennas will be enclosed in a new kiosk structure at the entrance to the lot.

We welcome and encourage your participation, as your input is an important part of the development review process. Please join us at a neighborhood meeting to discuss the proposal on Thursday, September 14, 2017, at 6:00 PM. The meeting will be held in the Moose-Wapiti conference room in the lower level of St. John's Hospital.

Planning Department Staff may attend but will not facilitate or become involved in the discussion of the proposal. If you are unable to attend this meeting or would like to receive more information about the proposal, please contact me at your earliest convenience.

Sincerely,



Irene Cooke
Site Acquisition Consultant
Kappa Consulting LLC
(970) 726-4574 (desk)
(970) 531-0831 (mobile)
irene@ireneco.com

NOTICE OF NEIGHBORHOOD MEETING

MEETING TIME AND DATE

Thursday, September 14, 2017
6:00 PM

MEETING LOCATION

St. John's Medical Center
625 E. Broadway, Jackson, WY
Moose-Wapiti Room, lower level
(enter through Emergency Room
doors on southeast corner)

PROPOSAL INFORMATION

Verizon Wireless "WY3 Herbie"
Communications Site proposed for
Hospital Parking Lot: 0.4 acre parcel
at southeast corner of Broadway and
Redmond

ZONING INFORMATION

Proposed Site: 610 E. Broadway
Zoned P/SP

PROPOSAL DESCRIPTION

Verizon Wireless proposes to replace
the existing light poles in the Hospital
Parking Lot with three new light poles
that will each support a canister to
conceal an antenna. Electronic
equipment associated with the
antennas will be enclosed in a new
kiosk structure. No parking spaces
will be lost to this installation.

HELPFUL RESOURCES

Town of Jackson
Land Development Regulations
http://townofjackson.com/files/2213/9180/0820/LDR_Article2 - Zoning District Regulations.pdf

Town of Jackson
Administrative Manual
<http://www.tetonwyo.org/compplan/LDRUpdate/AdminManual/AdministrativeManual.pdf>

VERIZON WIRELESS PROPOSAL
LIGHT POLE REPLACEMENT
HOSPITAL PARKING LOT
610 E. BROADWAY AVENUE



**VERIZON WIRELESS WY3 HERBIE
NEIGHBORHOOD INFORMATION MEETING
SEPTEMBER 14, 2017
6:00 P.M.**

AGENDA

- 1. Call to Order**
- 2. Introduction**
 - Applicant Verizon Wireless represented by:
 - Travis Griffin, Verizon Wireless and
 - Irene Cooke, Kappa Consulting
 - Purpose of Meeting
 - Ground Rules
- 3. Presentation by Verizon Wireless**
- 4. Question & Answer**
- 5. Wrap-Up and Next Steps**
- 6. Adjourn**

**MEETING
GROUND RULES**

To ensure a constructive meeting, please abide by the following:

Silence your phone or other device.

One speaker at a time.

Signal the facilitator if you have a question and wait to be called upon before speaking.

Respect diverse and differing opinions.

Assist recorder in capturing comments and questions correctly.

Record your name and contact information on the sign-in sheet.

CHRISTOPHER LEE PO BOX 4615 JACKSON, WY 83001	MARK NOWLIN, TRUSTEE P.O. BOX 2152 JACKSON, WY 83001	ANDREW B. BULLINGTON PO BOX 7434 JACKSON, WY 83002
TETON COUNTY HOSPITAL DIST. P.O. BOX 428 JACKSON, WY 83001	KELLY L. & LORRAINE S. THOMPSON PO BOX 2019 JACKSON, WY 83001	ALISSA DAVIES PO BOX 2958 JACKSON, WY 83001
ROBERT GRAHAM & KAREN TERRA PO BOX 2336 JACKSON, WY 83001	CHARLES J. & KRISTA A. MIXTER P.O. BOX 6814 JACKSON, WY 83002	JOHN DOUGLASS P.O. BOX 1593 JACKSON, WY 83001
J. WILMOT & K. RICHARDSON P.O. BOX 2162 JACKSON, WY 83001	GREGORY & JODI ANN ARMSTRONG PO BOX 2428 JACKSON, WY 83001	JAMES A. STONE, ET UX P.O. BOX 354 JACKSON, WY 83001
YVONNE ANNA JOOSTEN P.O. BOX 1434 JACKSON, WY 83001	JENNIFER B. TRUMAN, 2005 TRUST P.O. BOX 10910 JACKSON, WY 83002	J.H. COMMUNITY COUNSELING CENTER PO BOX 1868 JACKSON, WY 83001
THOMAS WORTHINGTON OFFUTT, IV P.O. BOX 4205 JACKSON, WY 83001	R.I.G., LLC P.O. BOX 7406 JACKSON, WY 83002	JACKSON HOLE BAPTIST CHURCH S.B.C. PO BOX 3305 JACKSON, WY 83001
ROBERT W. & JULIE P. MCLAURIN P.O. BOX 143 JACKSON, WY 83001-0143	RM BAR, LLC PO BOX 1631 DUBOIS, WY 82513	CHRISTIE J. ROSS P.O. BOX 2067 JACKSON, WY 83001
VALERIE LYNN CONGER P.O. BOX 12024 JACKSON, WY 83002	DAVID YOGG PO BOX 14604 JACKSON, WY 83002	M M RENTALS, LLC PO BOX 8940 JACKSON, WY 83002
MICHAEL F. TRUSTEE DAUS P.O. BOX 563 TETON VILLAGE, WY 83025	JEFFREY A. SAMET 225 FARRINGTON BLVD. NORTH BRUNSWICK, NJ 08902	BROWN BAKER FAMILY, LLC PMB 493 PO BOX 30000 JACKSON, WY 83002
ANDREA LARKEY ROSS REV TRUST 715 CANYON VIEW ROAD BOZEMAN, MT 59715-1610	TAYLOR MANOR I, LLC PO BOX 563 TETON VILLAGE, WY 83025	DENNIS R. & JOY L. LAMB PO BOX 6433 JACKSON, WY 83002-6433

AFFIE B. ELLIS LIVING TRUST 3009 CAREY AVENUE CHEYENNE, WY 82001	KENNETH M. & DOREEN S. JARMAN PO BOX 1095 JACKSON, WY 83001	JAMES & LENORA BURNSIDE, TRUSTEES P O BOX 679 JACKSON, WY 83001
COMMUNITY ENTRY SERVICES, INC. 2441 PECK AVENUE RIVERTON, WY 82501	LARSON FAMILY REV LIVING TRUST PO BOX 3490 JACKSON, WY 83001	LEESA C. WILDE P.O. BOX 656 JACKSON, WY 83001
RACHEL M. STAM PO BOX 2218 JACKSON, WY 83001	110 REDMOND LLC PO BOX 10518 JACKSON, WY 83002	BROADWAY PARK LTD., L.C. PO BOX 4397 JACKSON, WY 83001
LEAH KRISTINE NYDAM, ET AL PO BOX 7329 JACKSON, WY 83002	RED HOUSE, LLC P.O. BOX 4902 JACKSON, WY 83001	JDCH-LMH TRUST PO BOX 616 WILSON, WY 83014
BRUCE KROGER, ET AL C/O STEC PO BOX 4212 JACKSON, WY 83001	MICHAEL F. DAUS P.O. BOX 563 TETON VILLAGE, WY 83025	J. A. MCGHEE & C.F. ROMANOSKY PO BOX 7147 JACKSON, WY 83002
MARK & MCKEAN NOWLIN P.O. BOX 2152 JACKSON, WY 83001	LAUREN BROWNE REVOCABLE TRUST PO BOX 10142 JACKSON, WY 83002	PETER ROSENBERG REV TRUST PO BOX 11599 JACKSON, WY 83002
M BAR, LLC C/O 10 & 20 PIONEER PO BOX 2282 JACKSON, WY 83001	A.D. ANGSTROM & M. MARTIN 175 BROADWAY IRVINGTON, VA 22480	RITA L. & LEONARD DEUTSCH 6336 CEDAR LANE, APT 126 COLUMBIA, MD 21044-3894
PHILLIP J. & TERA KAY YANTZI PO BOX 81 JACKSON, WY 83001	LAWRENCE B. HARTNETT P.O. BOX 1823 JACKSON, WY 83001-1823	KIMBERLY B. & ZAHAN J. BILLIMORIA PO BOX 9616 JACKSON, WY 83002
RENAE R. MURRAY 5575 E SPOILED HORSE ROAD JACKSON, WY 83001	REDMOND TOWNHOMES O.A. PO BOX 13281 JACKSON, WY 83002-3281	EDWARD L. & EILEEN K. CAMERON 8171 BAY COLONY DRIVE, UNIT 203 NAPLES, FL 34108
KARLA STEINMEIER P.O. BOX 10863 JACKSON, WY 83002	WIND RIVER PARTNERS, LLC PO BOX 6754 JACKSON, WY 83002	MATTHEW & AIMEE ZELEZNIK PO BOX 10190 JACKSON, WY 83002

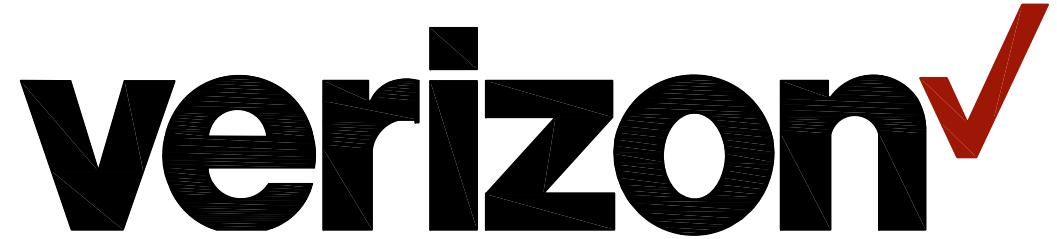
KATHERINE T. & DAVID T. SOLLITT
PO BOX 7467
JACKSON, WY 83002

JOSEPH FUNK ET UX
P.O. BOX 289
JACKSON, WY 83001

HENRY T. CADWALADER
PO BOX 4922
JACKSON, WY 83001

S. GRAINDA & L. ZAMISKOVA,
PO BOX 9813
JACKSON, WY 83002

USA - FISH AND WILDLIFE SERVICE
PO BOX 510
JACKSON, WY 83001

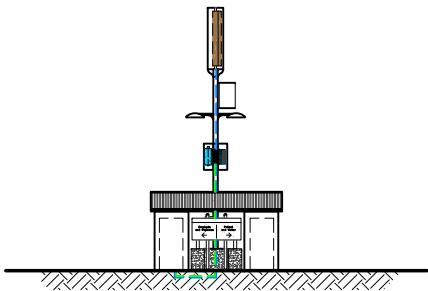


WY3 HERBIE

PUBLIC RECORD PARCEL NO. 22-41-16-34-1-11-003

610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT



<u>PROJECT INDEX:</u>	
<u>APPLICANT:</u>	VERIZON 2730 BOZEMAN AVENUE HELENA, MT 59601
<u>CONTACT:</u>	KENT McDERMOTT PHONE: 406-461-1359
<u>ENGINEERS/DESIGNERS:</u>	J5 INFRASTRUCTURE PARTNERS 767 N. STAR RD. CONTACT: JOSH MALBERG PHONE: 208-286-0266 EXT 170
<u>SURVEYOR:</u>	CIS PROFESSIONAL LAND SURVEYING
<u>CONTACT:</u>	CORY SQUIRE PHONE: 435-660-0816 CORY@CISPLS.COM
<u>ZONING/SITE AQ:</u>	KAPPA CONSULTING LLC 1599 CO. RD 5221 P.O. BOX 423 TABERNASH, CO 80478
<u>CONTACT:</u>	IRENE C. COOKE PHONE: 970-726-4574 EMAIL: irene@ireneco.com
<u>ABBREVIATED LEGAL DESCRIPTION</u>	
LOTS 1-2, BL. 1, REDMOND -2 (fka OJ-000900)	
<u>FCC COMPLIANCE:</u>	
RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.	

GENERAL PROJECT NOTES:	
1.	PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE PROPOSED PROJECT.
2.	CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3.	ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON REPRESENTATIVE.
4.	INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5.	NOTIFY VERIZON, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6.	CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7.	CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON REPRESENTATIVE.
8.	THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON, THE CONTRACTOR SHALL PROVIDE VERIZON WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9.	VERIFY ALL FINAL EQUIPMENT WITH A VERIZON REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:	
PROPERTY OWNER:	TETON COUNTY HOSPITAL DISTRICT JACKSON, WY 83001 CONTACT: PAUL BEAUPRE, CEO PHONE: 307-739-7404
JURISDICTION:	TOWN OF JACKSON CONTACT: PAUL ANTHONY PHONE: 307-733-0440 EXT. 1303
PUBLIC RECORD PARCEL NO:	22-41-16-34-1-11-003

<u>ADA COMPLIANCE:</u>
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.
<u>PROJECT DESCRIPTION:</u>
THIS PROJECT CONSISTS OF THE FOLLOWING: <u>REMOVAL</u> <ul style="list-style-type: none"> ▪ TWO (2) EXISTING LIGHT POLES <u>INSTALLATION</u> <ul style="list-style-type: none"> ▪ THREE (3) PROPOSED 27'-0" LIGHT POLES (DESIGNED BY OTHERS) ▪ THREE (3) PROPOSED ANTENNA SHROUDS ▪ THREE (3) PROPOSED PANEL ANTENNAS ▪ ONE (1) PROPOSED EQUIPMENT ENCLOSURE ▪ TWO (2) PROPOSED EQUIPMENT CABINETS ▪ TWO (2) PROPOSED MAIN OVP UNITS ▪ THREE (3) PROPOSED 700 RRH UNITS ▪ THREE (3) PROPOSED AWS RRH UNITS ▪ THREE (3) PROPOSED PCS RRH UNITS ▪ THREE (3) PROPOSED RRH SHROUDS ▪ PROPOSED METER & DISCONNECT MOUNTED ON H-FRAME ▪ ONE (1) PROPOSED TRAFFIC RATED FIBER VAULT

DRIVING DIRECTIONS:
FROM THE VERIZON OFFICE LOCATED AT 3131 SOUTH VAUGHN WAY TURN RIGHT ONTO S VAUGHN WAY (0.1 MILES) AND TURN LEFT TO MERGE ONTO CO-83 N TOWARD INTERSTATE 225 (0.2 MILES). MERGE ONTO CO-83 N (0.1 MILES). TAKE THE INTERSTATE 225 N EXIT AND MERGE ONTO I-225 N (8 MILES). TAKE EXIT 12A ON THE LEFT TO MERGE ONTO I-70 W TOWARD DENVER (3.2 MILES). KEEP RIGHT AT THE FORK TO CONTINUE ON I-270 W, FOLLOW SIGNS FOR FORT COLLINS (6.6 MILES). TAKE EXIT 0 TO MERGE ONTO I-25 N TOWARD FT COLLINS (64.3 MILES). TAKE EXIT 281 FOR OWL CANYON RD (0.3 MILES). TURN LEFT ONTO OWL CANYON RD (6.5 MILES). AT THE TRAFFIC CIRCLE, TAKE THE 1ST EXIT (1.4 MILES). CONTINUE ONTO W COLORADO RD 72 (3.5 MILES). TURN RIGHT ONTO US-287 N (46.3 MILES). TURN RIGHT TO MERGE ONTO I-80 W TOWARD RAWLINS (0.5 MILES). MERGE ONTO I-80 W (208 MILES). TAKE EXIT 104 FOR ELK ST (0.3 MILES). TURN RIGHT ONTO ELK ST (0.5 MILES). CONTINUE STRAIGHT TO STAY ON ELK ST (161 MILES). AT THE TRAFFIC CIRCLE, TAKE THE 1ST EXIT ONTO US-189 N (13.3 MILES). CONTINUE STRAIGHT ONTO E BROADWAY (0.6 MILES) AND THE SITE LOCATED AT 6 E. BROADWAY AVE WILL BE ON THE RIGHT.



VICINITY MAP
SCALE: N.T.S.

DESIGNED FOR:		verizon	
3131 SOUTH VAUGHN WAY, SUITE 550 AURORA, COLORADO 80018			
<p>THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF J5 INFRASTRUCTURE PARTNERS, LLC AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS, LLC.</p>			
 <p>J5 INFRASTRUCTURE P A R T N E R S</p>		<p>AZ - CA - CO - ID - NM - NV - TX - UT</p>	
REV	DESCRIPTION	DATE	BY
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA
B	REVISED PER COMMENTS	9/5/17	MDA
C	REVISED PER COMMENTS	9/7/17	MDA
D	REVISED PER COMMENTS	9/28/17	MDA
E	REVISED PER COMMENTS	10/6/17	MDA

**PRELIMINARY
FOR LEASING/ZONING**

WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:
610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

HEET TITLE:	TITLE SHEET	
AVE DATE:	10/6/2017 8:40 AM	
HEET NUMBER:	T1	



VIEW OF EXISTING LIGHT POLES
(LOOKING SOUTHWEST)



VIEW OF PROPOSED LEASE AREAS
(LOOKING SOUTHWEST)

LEGEND OF SYMBOLS:

REFERENCE LETTER OR NUMBER	EQUIPMENT OR FIXTURE NUMBER
KEYED NOTE	
T.C. 1631.33 F.L. 1631.00	SPOT ELEVATION
TOP OF WALL 1639.00	CONTROL OR DATUM POINT
PROPERTY LINE	
1631	EXISTING CONTOUR
1631	NEW CONTOUR
CENTERLINE	
PENNY	
Ø	ROUND/DIAMETER
~	APPROXIMATELY

DESIGNED BY:

JS INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	I
B	REVISED PER COMMENTS	9/5/17	MDA	I
C	REVISED PER COMMENTS	9/7/17	MDA	I
D	REVISED PER COMMENTS	9/28/17	MDA	I
E	REVISED PER COMMENTS	10/6/17	MDA	I

*PRELIMINARY
FOR LEASING/ZONING*

PROJECT NAME:

WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:

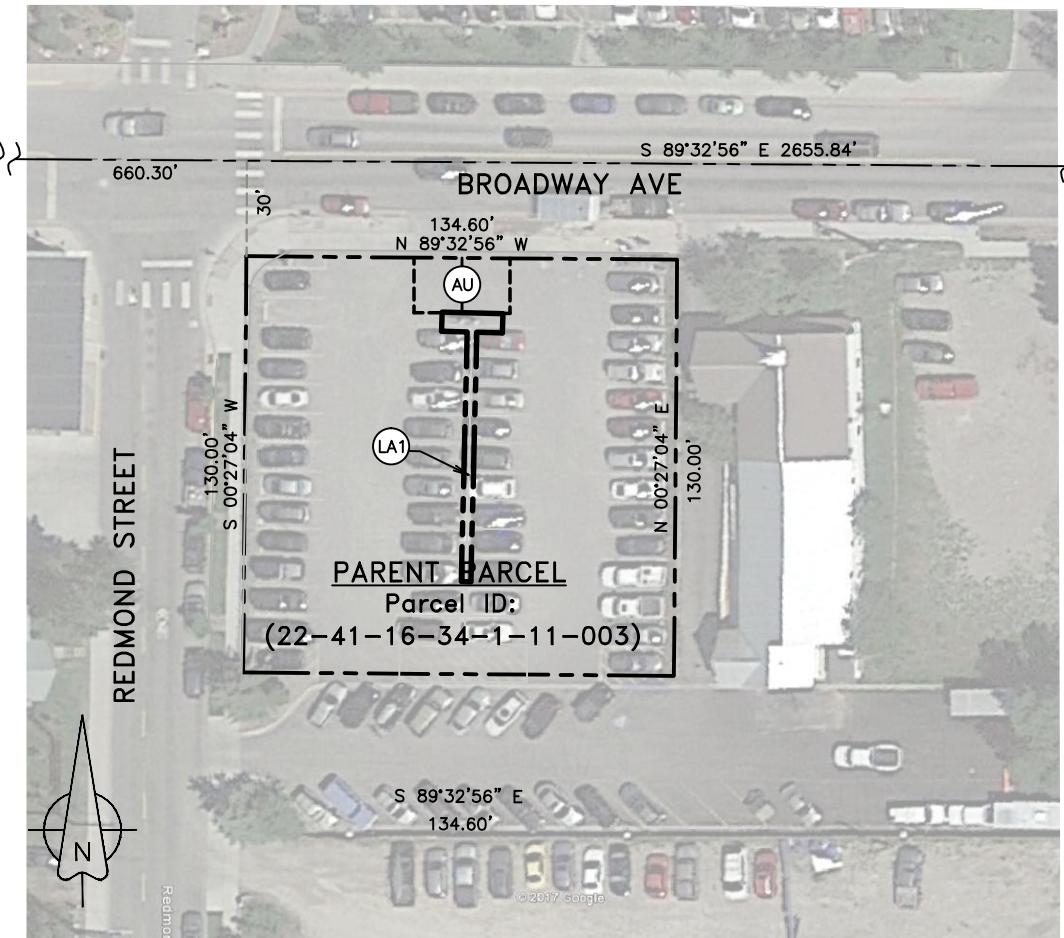
610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

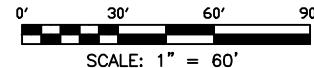
PHOTO SHEET

SAVE DATE:
10/6/2017 8:40 AM

SHEET NUMBER:
PS1



PARENT PARCEL AND SURVEY CONTROL OVERVIEW

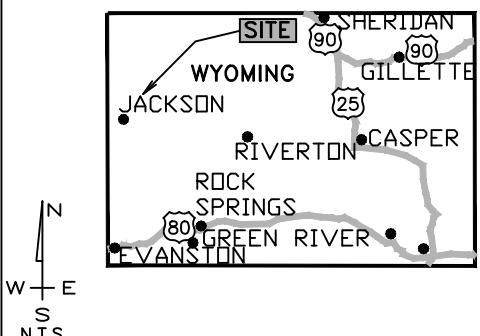


KEYED NOTES

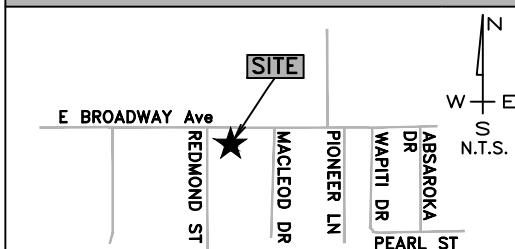
(A) NORTH $\frac{1}{4}$ CORNER SEC. 34 T.41N. R.116W.
6TH PRINCIPAL MERIDIAN, TETON COUNTY WY.
(FOUND 1965 BRASS CAP REFERENCE
MONUMENT 31.00' S25'06"22"E OF TRUE
CORNER)
[HELD TRUE CORNER FOR ORIGIN OF SURVEY]

(B) FOUND NELSON ENGR REBAR AND ALUMINUM
CAP (PE&LS 578) ON THE SECTION LINE
MARKING NORTH LINE OF DALLAS NELSON SUB.
(MAP No. 176). CAP LIES N 89°32'56" W
123.35 FEET FROM SEC CORNER
[HELD FOR ALIGNMENT]

REGIONAL MAP:



VICINITY MAP:



FEMA PUBLIC FLOOD MAP INFO:

ZONE: -X PANEL: 56039C2926D DATE: 09/16/2015
FLOOD NOTE: AREAS DETERMINED TO BE OUTSIDE
THE 500-YEAR FLOODPLAIN.

PARENT PARCEL OWNER:

TETON COUNTY HOSPITAL DIST

CONTACT INFORMATION:
PAUL BEAUPRE, CEO
PHONE: 307-739-7404

PUBLIC RECORD PARCEL I.D.:

22-41-16-34-1-11-003

SURVEYOR'S NARRATIVE:

It is the intent of this map and the survey on which it is based is to represent the perimeter lines of the Parent Parcel and the location of the proposed lease area and Access/Utility easements within the parent parcel. Property corners and other survey markers, monuments or evidence that were found at the time of this survey are drawn and noted accordingly.

SURVEYOR'S NOTE & CERTIFICATION:

This "Lease Area Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing, readily visible improvements and the perimeter of the parent parcel was verified from field and record information. This "Lease Area Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon.

I, James D. Pitkin, of Murray, Utah, do hereby certify that this Lease Area Map as prepared from field notes taken during an actual survey made under my direct supervision by CIS Professional Land Surveying, for whose work I stand personally responsible, on (7/3/17), that this map correctly shows the results of said survey and that this map represents the positions of the monuments and lines as found at the time of said survey; and that it is a correct and accurate representation of said survey to the best of my knowledge and belief.

BASIS OF BEARING AND DATUM NOTE:

- All distances are at ground in US survey feet and all bearings are Grid based upon the Wyoming Coordinate System 1983, Wyoming West Zone. (NAD83)
- Survey Performed with a Survey Grade Trimble GPS receiver and computed using the National Geodetic Survey Online Positioning User Service.

Geodetic Position of Control Monument is:
LATITUDE: 43°28'46.88824"N
LONGITUDE: 110°45'08.52819"W
ELLIPSOID HEIGHT: ± 6233 ft
(NOT 1A COORDINATES - SEE SEPARATE CERTIFICATION)

HORZ. DATUM NAD83 VERT. DATUM NAVD88
[GEOD12]

GRID POSITION (SURVEY FT)
NORTHING: 1414565.216ft
EASTING: 2447094.203ft

ELEVATION:
±6265 ft

PROJECT NAME:

VERIZON WIRELESS
WY3 HERBIE

PROJECT ADDRESS:

610 EAST BROADWAY AVE
JACKSON CITY
TETON COUNTY
WYOMING

TITLE REPORT REVIEW CERTIFICATION

THIS IS TO CERTIFY THAT THE LOCATABLE EASEMENTS LISTED IN SCHEDULE B PART II OF THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY (COMMITMENT NO. 4559-2783990) HAVE BEEN REVIEWED BY THE SURVEYOR. IF ANY OF THOSE EASEMENTS AFFECT THE VERIZON WIRELESS PROPOSED LEASE AREA(S) THEY ARE PLOTTED AND NOTED ACCORDINGLY HEREON.

DATE OF SURV.: 8/2/17

DESIGNED FOR:

verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

DESIGNED BY:

J5 INFRASTRUCTURE
PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

SHEET TITLE:

PARENT PARCEL AND
SURVEY CONTROL OVERVIEW

ENLARGED LEASE AREA SITE PLAN

TCT SITE I.D.: VZW WY3 HERBIE

SHEET INFO.: Sheet 1 of 1 SU1

A parcel of land to be leased for the purpose of placing telecommunications equipment, said lease parcel situate within the corporate limits of Jackson City, Teton County, Wyoming, comprising a portion of Lots 1 and 2, Plat No. 122, Redmond Addition, Jackson City, Teton County, Wyoming and is more particularly described by metes and bounds as follows:
Beginning at a point that is 740.21 feet S 89°32'56" E along the Section line and 47.27 feet South of North $\frac{1}{4}$ corner of Section 34, Township 41 North, Range 116 West, 6th Principal Meridian, Teton County Wyoming; thence S. 01°22' W. 6.00 feet, thence N.88°37' W. 8.00 feet, thence S. 01°23' W. 78.00 feet, thence N. 88°37' W. 3.00 feet, thence N. 01°23' E. 78.00 feet, thence N. 88°37' W. 8.00 feet, thence N.01°23' E. 6.00 feet, thence S. 88°37' E. 19.00 feet to the point of beginning.
The above described parcel of land contains 348 square feet in area or 0.008 of an acre more or less.

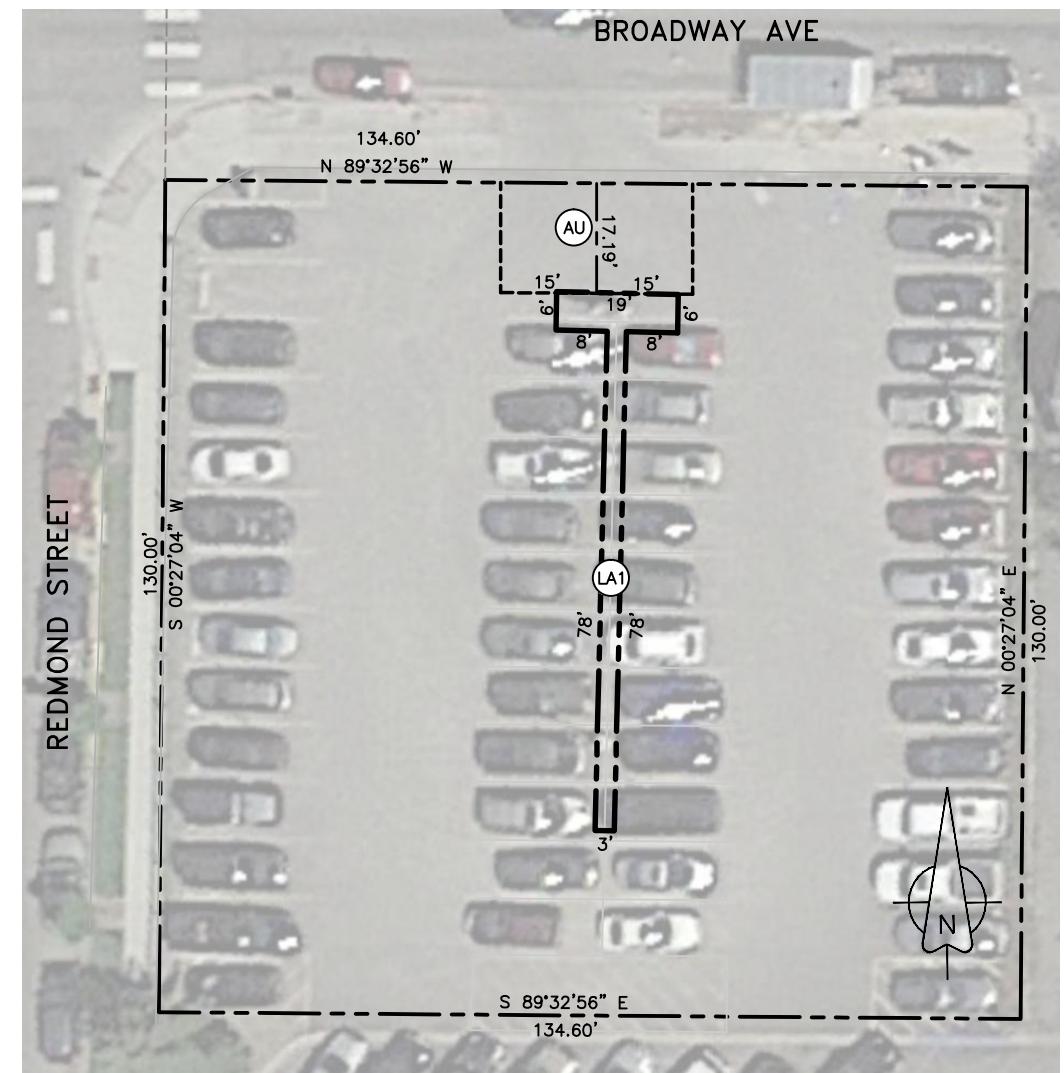
(LA1) LEASE AREA 1 LAND DESCRIPTION

A strip of land 30 feet (30') wide for the purpose of serving and providing access to a telecommunications equipment lease area, situate within the corporate limits of Jackson City, Teton County, Wyoming, said strip comprising a portion of Lots 1 and 2, Plat No. 122, Redmond Addition, Jackson City, Teton County, Wyoming; the centerline of said strip is more particularly described by metes and bounds as follows:

Beginning at a point that is 727.44 feet S 89°32'56" E along the Section line and 30.00 feet South of North $\frac{1}{4}$ corner sec. 34 T.41N. R.116 W. 6th Principal Meridian, Teton County WY.; thence South 17.19 feet to the terminus of said centerline.

The above described parcel of land contains 515.70 square feet in area or 0.0118 of an acre more or less.

(AU) ACCESS/UTILITY EASEMENT/LAND DESCRIPTION



cis
PROFESSIONAL LAND SURVEYING
Mona, UT (435)660-0816
cory@cislpls.com

JAMES D. PITKIN W89P.L.S. #10111 10/02/17

PREPARED FOR:

verizon

9856 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84081

PENETRATIONS

RRH/BBU

ANTENNAS

FIBER

POWER/GROUNDS

HYBRID/COAX

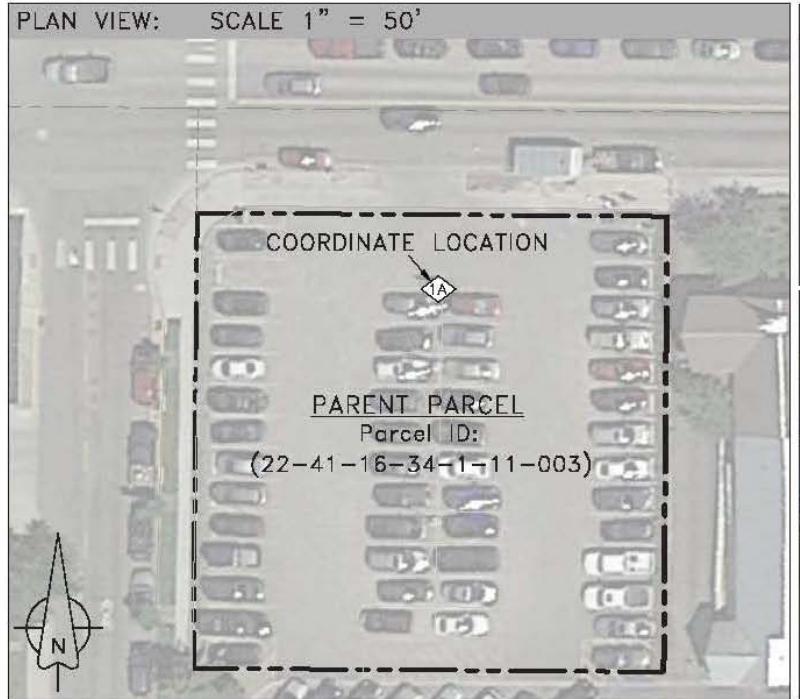
1A CERTIFICATION LETTER
 FOR
VERIZON WIRELESS
 FACILITY KNOWN AS:
WY3 HERBIE
TETON COUNTY, WYOMING

ELEVATION REPORT:

NAVD88 - GROUND ELEVATION: 6244 sft
 [ELEVATION METERS]: 1903 m

LEGAL DESCRIPTION:
 730.58 FEET S 89°32'56" E ALONG
 THE SECTION LINE AND 51.70 FEET
 SOUTH OF THE NORTH 1/4 CORNER
 OF SECTION 34 T.41N. R.116W.
 6TH PRINCIPAL MERIDIAN, TETON
 COUNTY WY.

SITE LOCATION:
 SITE IS LOCATED AT:
 610 E BROADWAY AVE
 JACKSON CITY,
 TETON COUNTY, WYOMING.



BASIS OF GEODETIC COORDINATES:

- (1) HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) [PRIMARY] EXPRESSED IN DEGREES (°) MINUTES (') AND SECONDS (") AND CARRIED TO THE 10,000TH OF A SECOND, AND ALSO EXPRESSED IN DEGREES AND DECIMAL DEGREES.
- (2) VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) EXPRESSED IN U.S. SURVEY FEET AND METERS (METER EQUIVALENT TO 39.37 INCHES).
- (3) NAD83 GEODETIC DATA SHOWN HEREON WAS DERIVED FROM AND IS TIED TO THE NATIONAL GEODETIC SURVEY, NATIONAL C.O.R.S. VIA THE O.P.U.S. UTILITY AND OR TRIMBLE GEOMATICS SOFTWARE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE GEO-
 DETIC COORDINATES REPORTED
 HEREON ARE ACCURATE AND
 MEET FAA/FCC REPORTING RE-
 QUIREMENTS OF 1A: FIFTEEN
 FEET (15') HORIZONTALLY AND
 THREE FEET (3') VERTICALLY.

DATE OF SURV.:

08/02/2017

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 THE WRITTEN CONSENT BY J5 INFRASTRUCTURE PARTNERS.

PREPARED BY:

cis
 PROFESSIONAL LAND SURVEYING
 295 N 200 E
 MONA, UT 84645
 (435)660-0816
 cory@cispls.com

JAMES D. PITKIN WY P.L.S. #10111 09/25/2017

J5 INFRASTRUCTURE
 AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	I
B	REVISED PER COMMENTS	9/5/17	MDA	I
C	REVISED PER COMMENTS	9/7/17	MDA	I
D	REVISED PER COMMENTS	9/28/17	MDA	I
E	REVISED PER COMMENTS	10/6/17	MDA	I

DESIGNED BY:

REV

A PRELIMINARY - FOR LEASING/ZONING

B REVISED PER COMMENTS

C REVISED PER COMMENTS

D REVISED PER COMMENTS

E REVISED PER COMMENTS

PROJECT NAME:

WY3 HERBIE

PROPOSED 27'-0" LIGHT POLE

(OVERALL HEIGHT: 30'-0" A.G.L.)

RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:

610 E. BROADWAY AVENUE

JACKSON, WY 83001

TETON COUNTY

SHEET TITLE:

1A CERTIFICATION LETTER

SAVE DATE:

10/6/2017 8:40 AM

SHEET NUMBER:

SU2

SITE NOTES:

1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
2. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

PENETRATIONS

RRH/BBU

ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX

POWER/GROUNDING

PARENT PARCEL

EXISTING BUILDING

E. BROADWAY

EXISTING UTILITY POLE WITH TRANSFORMER

EXISTING TREE (TYP)

EXISTING SIGN

PARENT PARCEL

TETON COUNTY HOSPITAL DISTRICT

APN#: 22-41-16-34-1-11-003

ZONED: P/SP

E. BROADWAY

EXISTING PARKING LOT

EXISTING LIGHT POLE (TO BE REMOVED)

EXISTING LIGHT POLE (TO BE REPLACED)

20'-0"

0

20'-0"

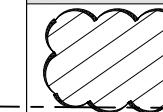
12' 4'

SCALE: 1" = 20'-0"

DEMO PLAN



NOTE:



TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.

DESIGNED FOR:

verizon

3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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5th INFRASTRUCTURE

AZ - CA - CO - ID - NM - NV - TX - UT

REV A PRELIMINARY - FOR LEASING & ZONING 9/7/17 MDA

B REVISED PER COMMENTS 9/5/17 MDA

C REVISED PER COMMENTS 9/7/17 MDA

D REVISED PER COMMENTS 9/28/17 MDA

E REVISED PER COMMENTS 10/6/17 MDA

DESIGNED BY:

PROJECT NAME:

WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:

610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

DEMO PLAN

SAVE DATE:

10/6/2017 8:40 AM

SHEET NUMBER:

Z1

SITE NOTES:

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PENETRATIONS

RRU/BBU

ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX

HYBRID/COAX

E. BROADWAY


SETBACK TABLE:

	LIGHT POLE TO PARENT PROPERTY LINE
NORTH	~31'
SOUTH	~32'
EAST	~64'
WEST	~70'

DESIGNED FOR:

verizon

 3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	I
B	REVISED PER COMMENTS	9/5/17	MDA	I
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E	REVISED PER COMMENTS	10/6/17	MDA	I

DESIGNED BY:


 PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:

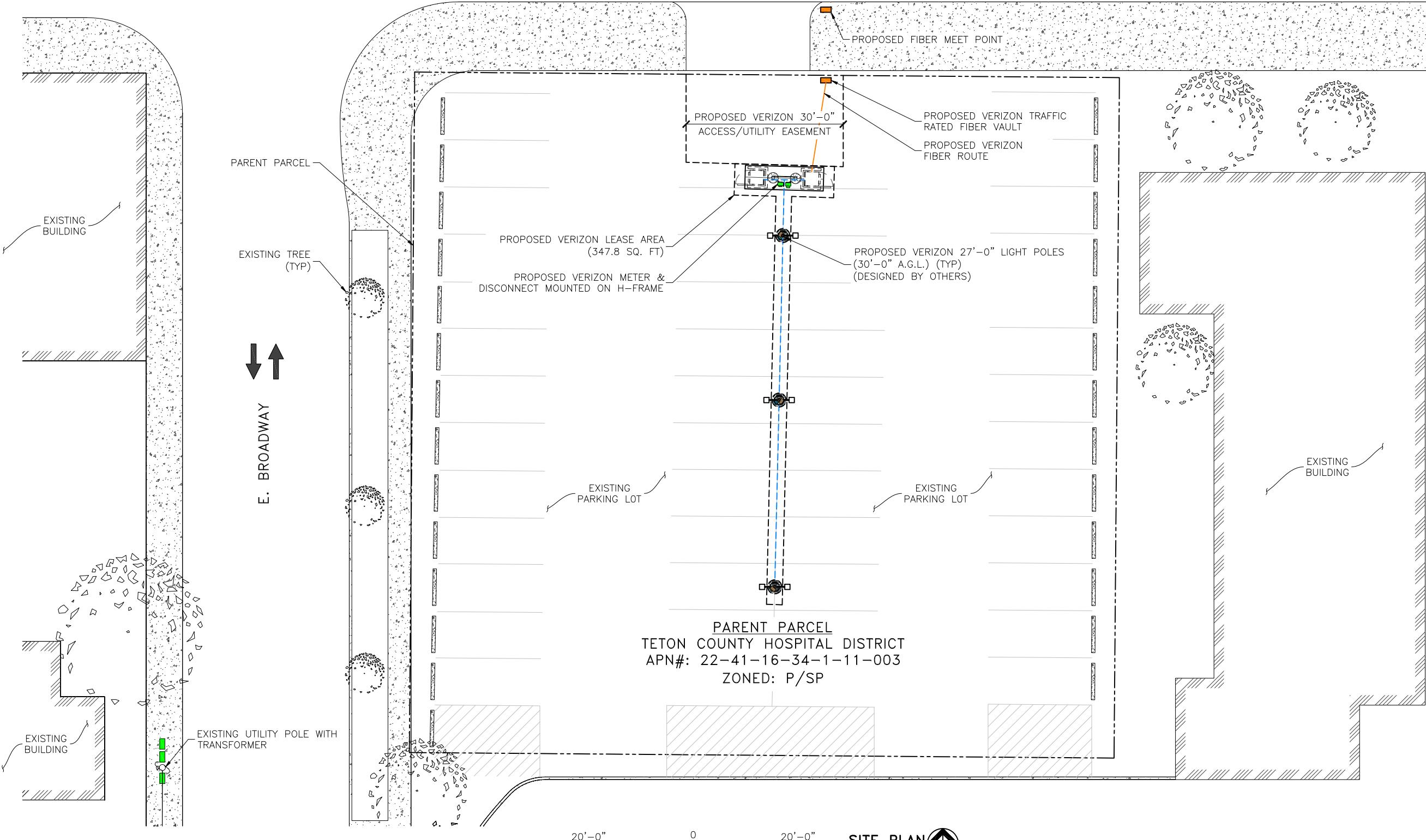
WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

 PROJECT ADDRESS:
610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:

SITE PLAN

 SAVE DATE:
10/6/2017 8:40 AM

 SHEET NUMBER:
Z2

 20'-0" 0 20'-0"
12' 4'
SCALE: 1" = 20'-0"

 SITE PLAN
NORTH

SITE NOTES:

1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
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PENETRATIONS

RRH/BBU

ANTENNAS

FIBER

POWER/GROUNDING

HYBRID/COAX

PARENT PARCEL
TETON COUNTY HOSPITAL DISTRICT
APN#: 22-41-16-34-1-11-003
ZONED: P/SP

PROPOSED VERIZON 30'-0" ACCESS/UTILITY EASEMENT

PARENT PARCEL

PROPOSED VERIZON TRAFFIC RATED FIBER VAULT

PROPOSED VERIZON FIBER ROUTE

PROPOSED VERIZON MAIN OVP UNITS
INSTALLED WITHIN EQUIPMENT CABINET

PROPOSED VERIZON EQUIPMENT CABINETS
(TYP)

PROPOSED VERIZON METER & DISCONNECT
MOUNTED ON H-FRAME

PROPOSED VERIZON EQUIPMENT ENCLOSURE
(DESIGNED BY OTHERS)

EXISTING SIGN

PROPOSED VERIZON COAX ROUTING
PROPOSED VERIZON RRH SHROUDS
(TYP)

CONCRETE BASE

Q TOWER

RRH SHROUD

PROPOSED VERIZON AWS RRH UNITS
(TYP)

PROPOSED VERIZON PCS RRH UNITS
(TYP)

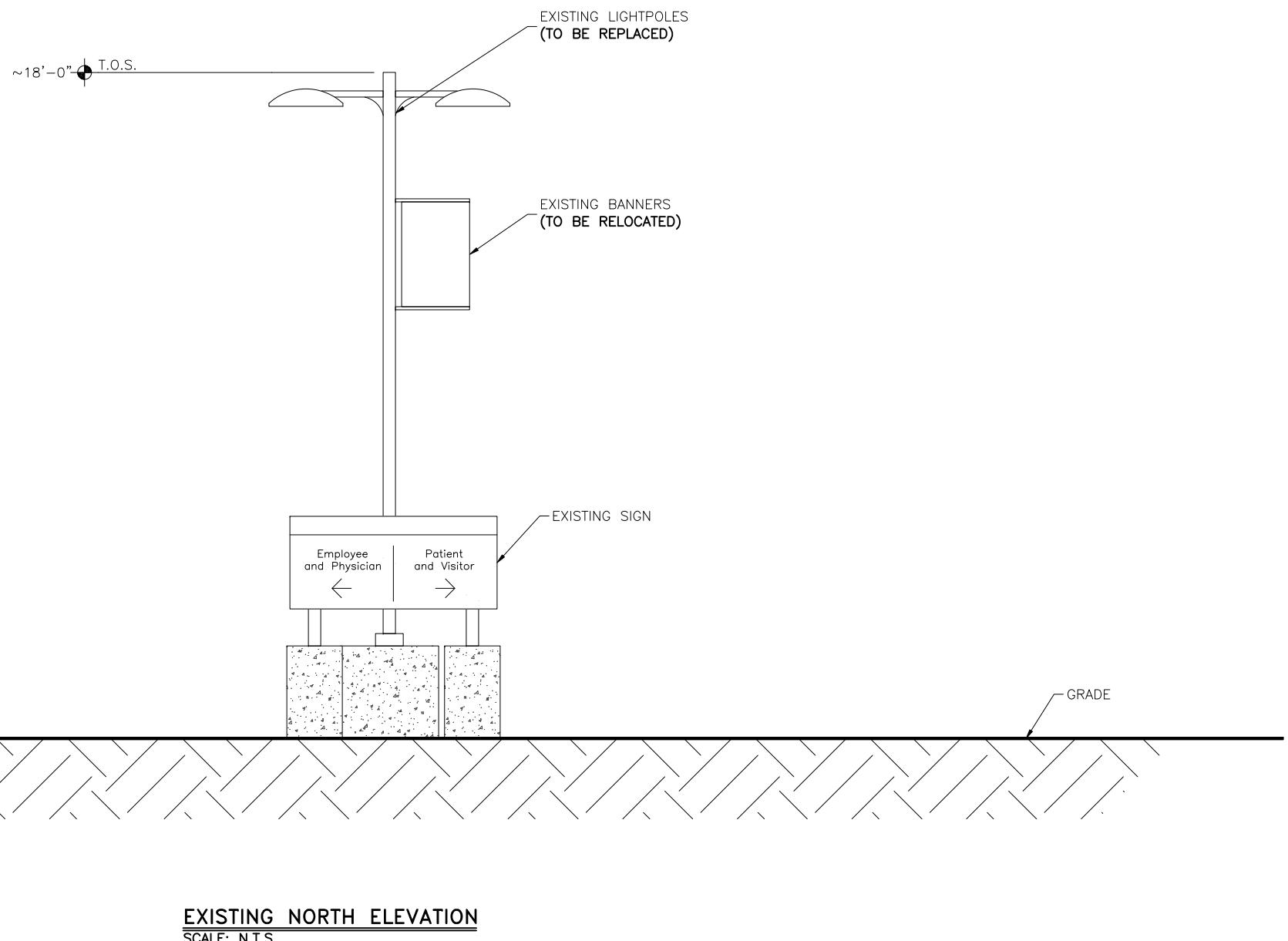
PROPOSED VERIZON 27'-0" LIGHT POLES
(30'-0" A.G.L.) (TYP)
(DESIGNED BY OTHERS)

PROPOSED VERIZON 700 RRH UNITS
(TYP)

120° AZIMUTH

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THE USE OF OUR CLIENT. ANY REPRODUCTION OR
USE OF THE INFORMATION CONTAINED WITHIN SAID
DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN
CONSENT OF JS INFRASTRUCTURE PARTNERS, LLC.

KEY:	
C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE



POWER/GROUNDING
FIBER
HYBRID/COAX
RRH/BBU
ANTENNAS
PENETRATIONS

JS INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	I
B	REVISED PER COMMENTS	9/5/17	MDA	I
C	REVISED PER COMMENTS	9/7/17	MDA	I
D	REVISED PER COMMENTS	9/28/17	MDA	I
E	REVISED PER COMMENTS	10/6/17	MDA	I

*PRELIMINARY
FOR LEASING/ZONING*

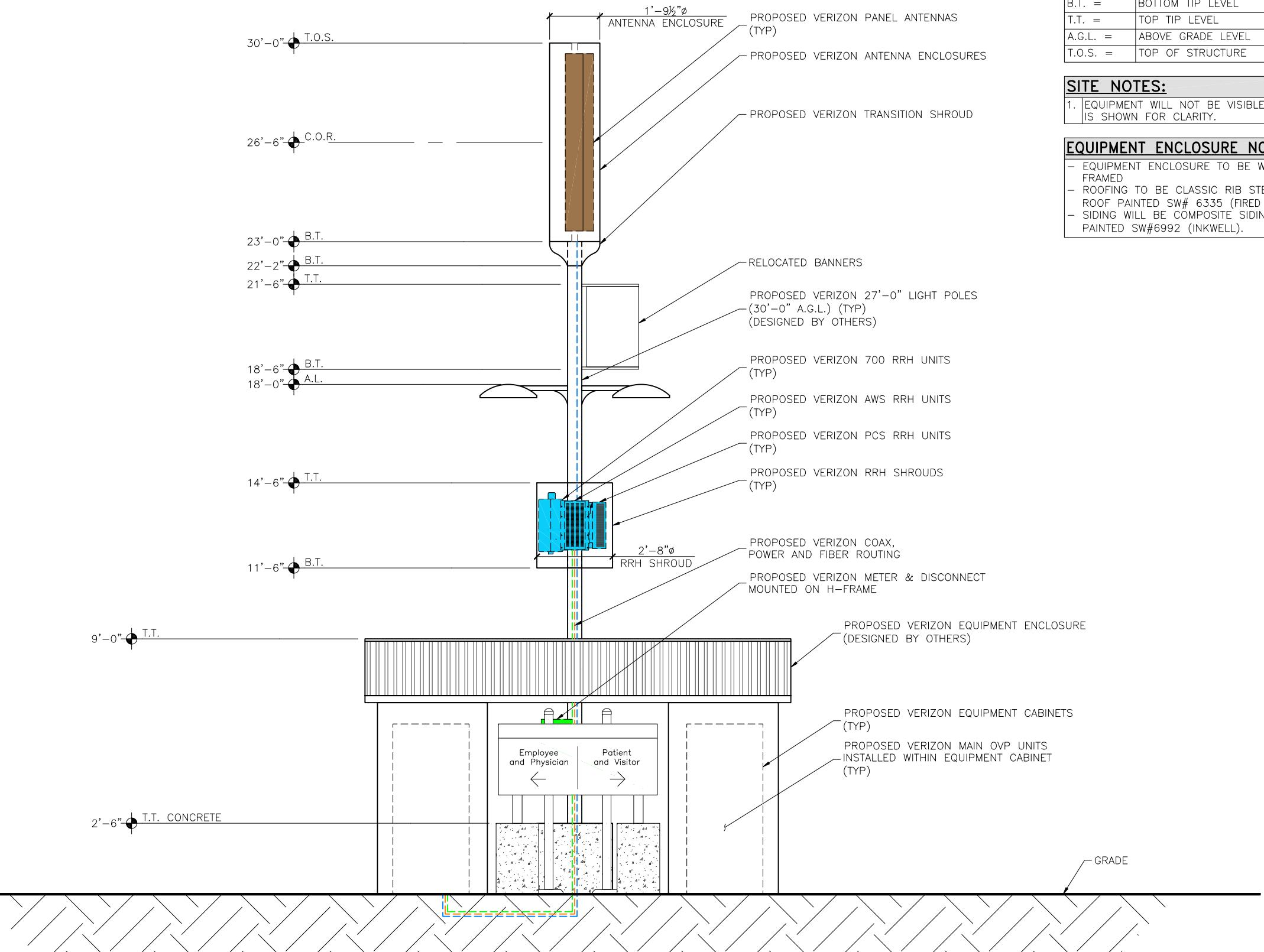
PROJECT NAME:
WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:
**610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY**

SHEET TITLE:
EXISTING ELEVATION

SAVE DATE:
10/6/2017 8:40 AM

SHEET NUMBER:
Z4



PROPOSED NORTH ELEVATION
SCALE: N.T.S.

KEY:	
C.O.R.	CENTER OF RADIATION
A.L.	ATTACHMENT LEVEL
B.T.	BOTTOM TIP LEVEL
T.T.	TOP TIP LEVEL
A.G.L.	ABOVE GRADE LEVEL
T.O.S.	TOP OF STRUCTURE

DESIGNED FOR:
verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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INFRASTRUCTURE		REV	DATE	BY	CHK
AZ - CA - CO - ID - NM - NV - TX - UT		A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA
		B	REVISED PER COMMENTS	9/5/17	MDA
		C	REVISED PER COMMENTS	9/7/17	MDA
		D	REVISED PER COMMENTS	9/28/17	MDA
		E	REVISED PER COMMENTS	10/6/17	MDA

DESIGNED BY:

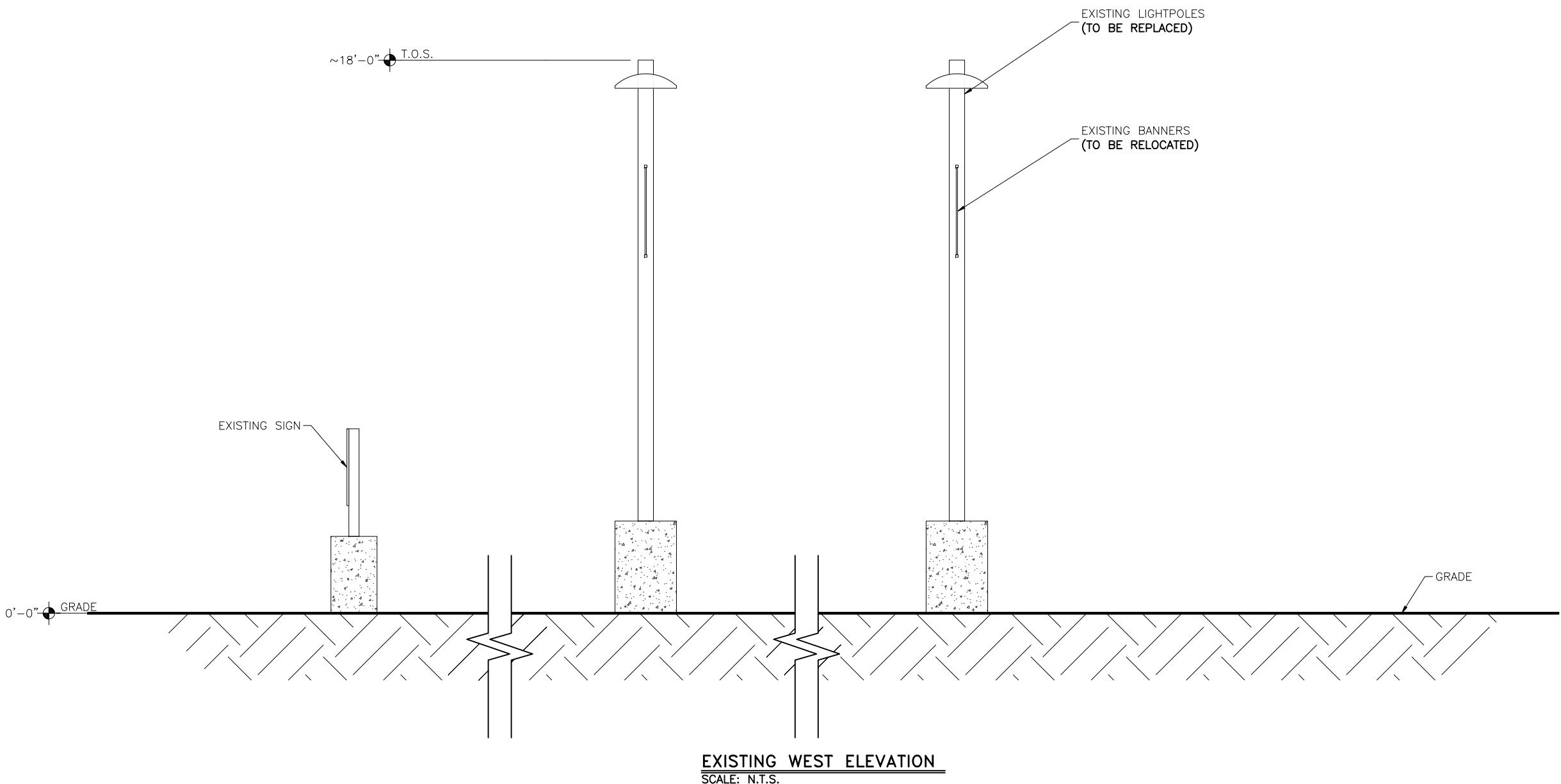
JS INFRASTRUCTURE
PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:	WY3 HERBIE
PROJECT ADDRESS:	PROPOSED 27'-0" LIGHT POLE (OVERALL HEIGHT: 30'-0" A.G.L.) RAW LAND INSTALLATION PROJECT 610 E. BROADWAY AVENUE JACKSON, WY 83001 TETON COUNTY
SHEET TITLE:	PROPOSED ELEVATION
SAVE DATE:	10/6/2017 8:40 AM
SHEET NUMBER:	Z5

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 USE OF THE INFORMATION CONTAINED WITHIN SAID
 DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN
 CONSENT OF JS INFRASTRUCTURE PARTNERS, LLC.

KEY:	
C.O.R. =	CENTER OF RADIATION
A.L. =	ATTACHMENT LEVEL
B.T. =	BOTTOM TIP LEVEL
T.T. =	TOP TIP LEVEL
A.G.L. =	ABOVE GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE

■ PENETRATIONS
 ■ RRU/BBU
 ■ RRH/BBU
 ■ ANTENNAS
 ■ FIBER
 ■ POWER/GROUNDING
 ■ HYBRID/COAX



JS INFRASTRUCTURE
 AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CRK
A	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	-
B	REVISED PER COMMENTS	9/5/17	MDA	-
C	REVISED PER COMMENTS	9/7/17	MDA	-
D	REVISED PER COMMENTS	9/28/17	MDA	-
E	REVISED PER COMMENTS	10/6/17	MDA	-

DESIGNED BY: 

*PRELIMINARY
 FOR LEASING/ZONING*

PROJECT NAME: WY3 HERBIE
 PROPOSED 27'-0" LIGHT POLE
 (OVERALL HEIGHT: 30'-0" A.G.L.)
 RAW LAND INSTALLATION PROJECT
 PROJECT ADDRESS: 610 E. BROADWAY AVENUE
 JACKSON, WY 83001
 TETON COUNTY
 SHEET TITLE: EXISTING ELEVATION
 SAVE DATE: 10/6/2017 8:40 AM
 SHEET NUMBER: Z6

KEY:	
C.O.R.	CENTER OF RADIATION
A.L.	ATTACHMENT LEVEL
B.T.	BOTTOM TIP LEVEL
T.T.	TOP TIP LEVEL
A.G.L.	ABOVE GRADE LEVEL
T.O.S.	TOP OF STRUCTURE

PENETRATIONS

RRH/BBU

ANTENNAS

FIBER

POWER/GROUNDING

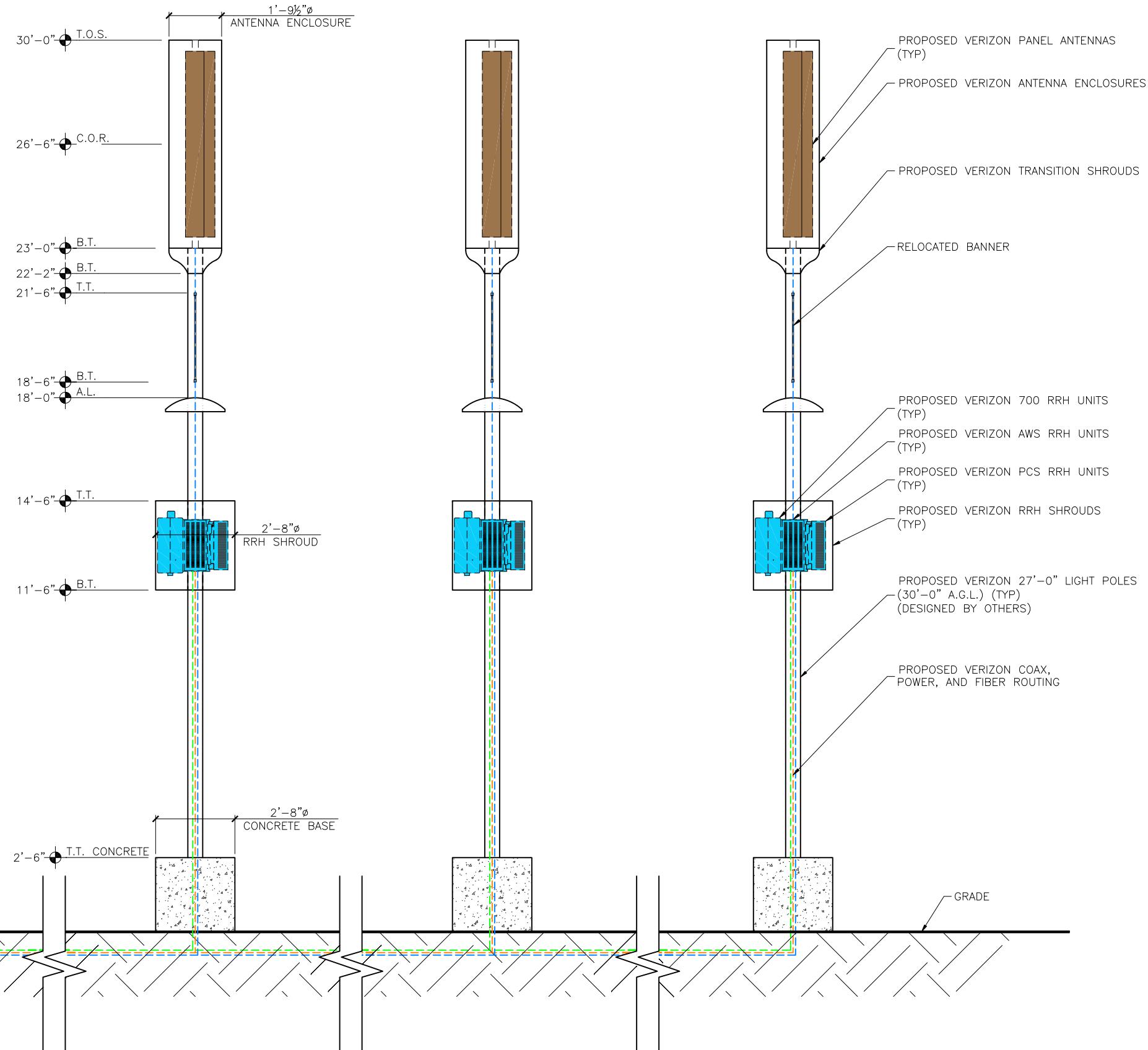
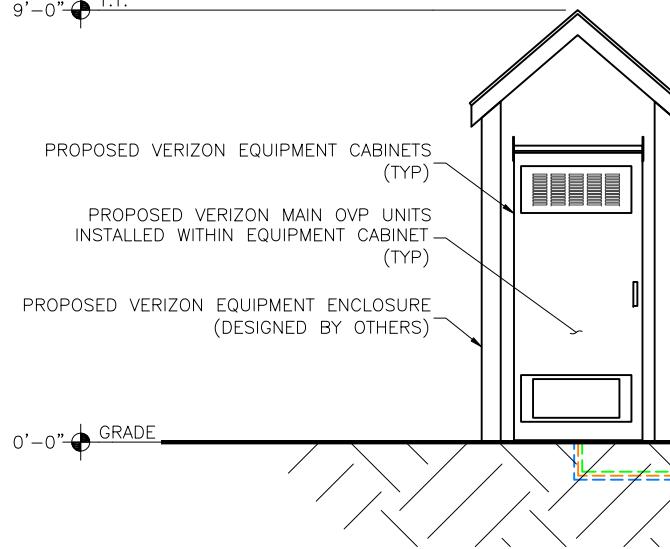
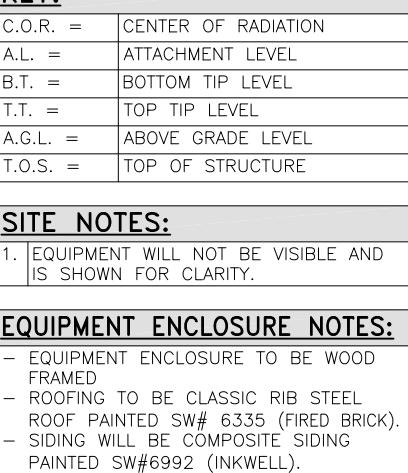
HYBRID/COAX

SITE NOTES:

1. EQUIPMENT WILL NOT BE VISIBLE AND IS SHOWN FOR CLARITY.

EQUIPMENT ENCLOSURE NOTES:

- EQUIPMENT ENCLOSURE TO BE WOOD FRAMED
- ROOFING TO BE CLASSIC RIB STEEL ROOF PAINTED SW# 6335 (FIRED BRICK).
- SIDING WILL BE COMPOSITE SIDING PAINTED SW#6992 (INKWELL).



PROPOSED WEST ELEVATION
SCALE: N.T.S.

DESIGNED FOR:
verizon
3131 SOUTH VAUGHN WAY, SUITE 550
AURORA, COLORADO 80018

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J5 INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

REV	A	B	C	D	E
REV	PRELIMINARY - FOR LEASING & ZONING	9/7/17	MDA	I	I
A	REVISED PER COMMENTS	9/5/17	MDA	I	I
B	REVISED PER COMMENTS	9/7/17	MDA	I	I
C	REVISED PER COMMENTS	9/28/17	MDA	I	I
D	REVISED PER COMMENTS	10/6/17	MDA	I	I
E	REVISED PER COMMENTS				

DESIGNED BY:

J5
PRELIMINARY
FOR LEASING/ZONING

PROJECT NAME:
WY3 HERBIE
PROPOSED 27'-0" LIGHT POLE
(OVERALL HEIGHT: 30'-0" A.G.L.)
RAW LAND INSTALLATION PROJECT

PROJECT ADDRESS:
610 E. BROADWAY AVENUE
JACKSON, WY 83001
TETON COUNTY

SHEET TITLE:
PROPOSED ELEVATION
SAVE DATE:
10/6/2017 8:40 AM
SHEET NUMBER:
Z7

EXISTING

WY3 HERBIE

PHOTO SIMULATION REV_3



SITE ADDRESS:

610 E. BROADWAY AVE..
JACKSON, WY, 83001

43°28'46.37" N
110°44'58.61" W

verizon✓

J5 INFRASTRUCTURE
PARTNERS

WY3 HERBIE

PHOTO SIMULATION REV_3



Disclaimer: These photographic simulations have been provided to aid in visualizing how the proposed wireless telecommunications facility shown herein would appear if constructed. While these renderings are not an exact science, they have been prepared diligently to accurately reflect dimensions, scale, depth, coloring, texture, and other important elements in the proposed design insofar as the digital medium allows. Taken together with the engineering drawings and other materials submitted with the application, they are fair and reasonable visual depictions of how the proposed site would appear.

SITE ADDRESS:

610 E. BROADWAY AVE.
JACKSON, WY, 83001

43°28'46.37" N
110°44'58.61" W

verizon

J5 INFRASTRUCTURE
PARTNERS



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: January 31, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PREPARED BY: Sandy Birdyshaw, Town Clerk

SUBJECT: Confirm status of the Transfer of Ownership Application from The Mattheis Company to Get Loose, LLC d/b/a Roadhouse Brewing Company

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses and permits within the Town of Jackson. The purpose of this item is to confirm the status of the application which was tabled on October 30, 2017.

BACKGROUND/ALTERNATIVES

On October 30, 2017, the Town Council held a Special Meeting with two agenda items:

1. Discussion of the Status of the Retail Liquor License held by The Mattheis Company dba Town Square Tavern.
2. Public Hearing on the Transfer of Ownership Application from The Mattheis Company to Get Loose, LLC dba Roadhouse Brewing Co Pub & Eatery.

Regarding item #1, the Council initiated revocation proceedings for the retail liquor license held by The Mattheis Company.

Regarding item #2, pursuant to W.S. §12-4-601(b) Council cannot approve the transfer of a liquor license with pending revocation proceedings and therefore Council tabled the decision on the Get Loose, LLC transfer application until the revocation proceedings were resolved. The Council discussion highlighted that W.S. §12-4-104(b) requires the transfer hearing take place thirty (30) days before the license expiration date of March 31, 2018, or before February 28, 2018.

On January 26, 2018, District Court Judge Day officially stayed the status of The Mattheis Company retail liquor license until the Court makes a determination on the revocation proceedings before it.

The Town Clerk and the Town Attorney agree that the Order Staying the Status of the Mattheis Retail Liquor License also applies to the Get Loose, LLC application to transfer the ownership of that license.

Because of the discussion on October 30th that the Get Loose, LLC transfer application should be heard before the liquor license expires, staff requests that Council make a motion to again table the Get Loose, LLC transfer application, pending the District Court's decision on the revocation proceedings.

ATTACHMENTS

1. October 30, 2017 Meeting Minutes and Staff Report for the Transfer of Ownership Application.
2. District Court Order Staying Status of Retail Liquor License.

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.

RECOMMENDATION

Staff recommends Council make a motion to table the Get Loose, LLC application pending the District Court's decision on revocation proceedings.

SUGGESTED MOTION

I move to table the Get Loose, LLC application to transfer ownership of The Mattheis Company retail liquor license until the District Court makes a final decision on the revocation of said license and the appeal period allowed under Wyoming law has concluded.

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
TETON COUNTY, WYOMINGTOWN OF JACKSON,)
Plaintiff,) Case No. 17622
vs.)
THE MATTHEIS COMPANY, LLC)
Defendant.)FILED
TETON COUNTY, WYOMING
2018 JAN 26 AM 11:45
CLERK OF DISTRICT COURT
J. Hassler, Deputy Clerk

(PROPOSED) ORDER STAYING STATUS OF RETAIL LIQUOR LICENSE

The parties having jointly moved the Court requesting that the Court stay the status of The Mattheis Company retail liquor license until the Court makes a determination in the above matter, and good cause appearing therefore, the Court hereby ORDERS:

1. That the status of The Mattheis Company, LLC Retail Liquor License shall be stayed until such time as this Court makes a determination in the above captioned matter.

SO ORDERED

This 26th day of January, 2018Hon. Timothy Day
District Judge

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was served by mail/fax upon the following persons at their last known address this 26 day of Jan 2018.

A. Cahan-Davis
M. Sullivan

By D Hassler, Deputy Clerk

TOWN COUNCIL PROCEEDINGS

OCTOBER 30, 2017

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of the Town Hall at 150 East Pearl at 3:02 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: Bob McLaurin, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, and Sandy Birdyshaw

Discussion of the Status of the Retail Liquor License held by The Mattheis Company dba Town Square Tavern. Sandy Birdyshaw made staff comment on the timeline of the applications received over the past year from The Mattheis Company. The Council held discussion with Town Attorney Audrey Cohen-Davis regarding the lease held by The Mattheis Company for the Tavern premises, the revocation process as outlined in Wyoming Statute (W.S.) 12-7-101 through 12-7-201 along with Jackson Municipal Code (JMC) Chapter 6.60, the revocation process being a civil proceeding in District Court with the Court making the decision to revoke or suspend the license, that pursuant to W.S. 12-4-601(b) Council may not approve a transfer of a liquor license if revocation proceedings are pending, and that this is an unprecedented situation.

Attorney Mark Sullivan made comment on behalf of The Mattheis Company, including the family's history is the valley, that a lesser penalty be imposed by Council rather than beginning revocation proceedings, and asked the Council show compassion toward the Mattheises.

A motion was made by Jim Stanford and seconded by Bob Lenz to direct staff to initiate revocation proceedings in District Court of The Mattheis Company retail liquor license. The Council held discussion including hearing the transfer, the required lease not being in place for the full liquor license year, the Council's previous actions in working with The Mattheis Company to resolve issues they faced, and allowing a court to make the determination. Mayor Muldoon called for the vote. The vote showed 4-1 in favor and the motion carried, with Frank opposed.

Public Hearing on the Transfer of Ownership Application from The Mattheis Company to Get Loose, LLC dba Roadhouse Brewing Co Pub & Eatery. Audrey Cohen-Davis made staff comment on options for hearing the transfer, one being to table the hearing until the revocation proceedings are resolved. Tabling the hearing would allow for the revocation proceedings to take place and then Council could make a determination on the transfer of ownership; however, based on W.S. 12-4-104(b) the hearing would need to take place thirty days before, or before February 28, 2018, since the license expiration date is March 31, 2018. Another option would be to deny the transfer of ownership based on W.S. 12-4-601(b) that provides that approval of a transfer shall not be given if proceedings are pending to revoke the license.

A motion was made by Bob Lenz and seconded by Jim Stanford to deny the Get Loose, LLC transfer application at this time because the liquor license referred to in the transfer application has been forwarded to the courts for revocation. Gavin Fine and Colby Cox, owners of Get Loose, LLC made comment on being neutral toward the Council's process. Bob Lenz and Jim Stanford withdrew their motion and second.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to table the decision on the Get Loose, LLC transfer application until resolution of the revocation proceedings. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 4:05 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
minutes: spb

Published JH News & Guide: November 8, 2017



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: October 23, 2017
MEETING DATE: October 30, 2017

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PREPARED BY: Sandy Birdyshaw, Town Clerk

SUBJECT: **Public Hearing for a Retail Liquor License Transfer of Ownership -
from The Mattheis Company to Get Loose, LLC d/b/a Roadhouse Brewing Co Pub &
Eatery**

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

Get Loose, LLC has submitted an application to transfer the ownership of a retail liquor license from The Mattheis Company dba Town Square Tavern located at 20 East Broadway effective November 1, 2017.

The Mattheis Company has held this license since July 2007 when they purchased it from Remske Corp dba The Rancher Spirits and Billiards. Although this location went through difficult times early-on, the owners made a commitment to mitigate health and safety concerns in 2011 by upgrading their video system to include the front entrance and sidewalk area, each night after closing the premises were inspected and cleaned as needed, periodic reviews were conducted with the Police Department, and each employee renewed their TIPS training. The Mattheis' have corrected many issues that were seen in the past and worked proactively with the Police Department to help prevent health and safety hazards.

Get Loose, LLC is owned by Gavin Fine and Colby Cox. They also hold interest in other Town and County liquor licenses including Bin 22, The Kitchen, Rendezvous Bistro, and Roadhouse Brewing Company on Gregory Lane in Town, and Q Roadhouse Pub & Eatery, Osteria, and Bodega in the County. They have a proven track record to be good stewards of liquor laws and operate successful businesses.

The retail license allows for the sell alcoholic liquor or malt beverages for consumption on premises, outdoor liquor service on the 2nd floor deck, and a retail packaged sales area on the main level. This transfer would cover the time remaining in the current liquor year, which is through March 31, 2018. This application has been certified complete by the Wyoming Liquor Division, and reviewed by the Town Clerk's office, Police Department, Town Attorney, Building and Planning Department, and Fire/EMS.

The ownership of a Retail Liquor License may be transferred per Wyoming Statute (W.S.) 12-4-601(b) with the approval of the licensing authority.

A licensee, or the executor or administrator of the estate of a deceased licensee, may assign and transfer the license or permit by a sale made in good faith. The assignment and transfer shall first

have the approval of the licensing authority, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law.

The applicant has up to one year to become operational per W.S. 12-4-103(a)(iv).

(a) *A license or permit authorized by this title shall not be held by, issued or transferred to:*

(iv) *Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph.*

W.S. 12-4-104 addresses findings for the issuance, renewal and transfer 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

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

Grounds for denial of a transfer application are set forth above pursuant to W.S. 12-4-104.

Nonetheless, Wyoming State Statute 12-4-601(b) also states that “approval of the transfer shall not be given by the licensing authority if proceedings are pending to suspend, revoke or otherwise penalize the original license or permit holder.” So, if the Town Council previously directed staff to initiate revocation proceedings for the Mattheis’ retail liquor license, the Town Council has two options regarding the Get Loose, LLC transfer application:

1. Table the item and hear the transfer application after the revocation proceeding is finalized. If the liquor license is not revoked by the Court, the Town Council could hear the transfer application at a future date. The only restriction to the timing of the transfer hearing is pursuant to Wyoming State Statute 12-4-104(b) regarding the application process, which states that “if a renewal or transfer hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit.” Assuming the license is not revoked, it expires on March 31, 2018.
2. Pursuant to W.S. 12-4-601(b), the Town Council may deny the transfer at this time. The applicant would have the option to resubmit for a transfer at a later date.

RECOMMENDATION

Unless the Town Council previously directed staff to initiate revocation proceedings for the Mattheis’ liquor license, 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.
2. Prior to liquor license issuance, the applicant shall have obtained all required permits and approvals from all applicable Town/County departments.
3. Prior to liquor license issuance the conditions of approval have been met within the timeframe set forth in W.S. 12-4-103(a)(iv).

SUGGESTED ALTERNATIVE MOTIONS

1. I move to approve the application to transfer ownership of the retail liquor license from The Mattheis Company d/b/a Town Square Tavern to Get Loose, LLC d/b/a Roadhouse Brewing Co Pub & Eatery located at 20 East Broadway for the remaining 2017-2018 liquor license year, subject to the conditions and restrictions listed in the staff report.
2. In the alternative, if the Town Council previously directed staff to initiate revocation proceedings for the Mattheis’ retail liquor license, two suggested motions are as follows:
 - a) I move to table the decision on the Get Loose, LLC transfer application until resolution of the revocation proceedings.

OR,

- b) Pursuant to W.S. 12-4-601(b), I move to deny the Get Loose, LLC transfer application at this time.
3. Another alternative would be to deny the transfer if the findings in W.S. 12-4-104(b) cannot be made.
 - a) I move to deny the Get Loose, LLC transfer application based on not being able to make the findings in W.S. 12-4-104.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by Town Clerk		Local License #: <u>104</u>
License Fees	Annual Fee:	\$ _____
	Prorated Fee:	\$ _____
	Transfer Fee:	\$ <u>100</u> _____
	Publishing Fee:	\$ <u>100</u> _____
Publishing Fee Direct Billed to Applicant:		<input type="checkbox"/>
License Term:		<u>11</u> / <u>1</u> / <u>2017</u>
		Month Day Year
Through		<u>3</u> / <u>31</u> / <u>2018</u>
		Month Day Year
Date filed with clerk: <u>10</u> / <u>12</u> / <u>17</u> Complete: <u>10</u> / <u>12</u>		
Advertising Dates: (2 Weeks) <u>10/18</u> & <u>10/25</u>		
Hearing Date: <u>10</u> / <u>30</u> / <u>2017</u>		
<i>Pending Council approval of special Mtg</i>		

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:	Get Loose, LLC		
Trade/Business Name (dba):	Roadhouse Brewing Co. Pub + Eatery		
Building to be licensed/Building Address:	20 East Broadway		
	Number & Street		
	Jackson	WY	83001
	City	State	Zip
	Teton		
Mailing Address:	PO Box 6703		
	Number & Street or P.O. Box		
	Jackson	WY	83002
	City	State	Zip
Business Telephone Number:	(307) 734 1654	Fax Number:	(307) 739 1248
E-Mail Address:	amy@roadhousebrewery.com		
Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)			
Lot 1, 4 1/2 Lot 2, B1K:1, Cache-1 Zoned TS			

FILING FOR		FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION		<input checked="" type="checkbox"/> CITY OF: <u>Jackson</u> <input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
<input checked="" type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: <u>The Mattheis Company</u>		<input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED	
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)			
<input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER / PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	<input type="checkbox"/> SEASONAL / PART-TIME	<input type="checkbox"/> NON-OPERATIONAL / PARKED
Specify Months of Operation:		Days of Week (e.g. Mon through Sat):
from <u>Jan</u>	to <u>Dec</u>	from <u>Sun</u> to <u>Sat</u>
		Hours of Operation (e.g. 10a-2a):
		from <u>12pm</u> to <u>12am</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) When the lease expires, located on page 1 paragraph 5 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 2 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: Possible Microbrew Permit

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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)

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 No. & Street City, State & Zip DO NOT LIST PO BOXES	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?
Gavin Fine				1	50 %	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Colby Cox				1	50 %	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(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 at least one million dollars (\$1,000,000.00)? 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) YES NO
(Requires wholesaler license with the Liquor Division)(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).

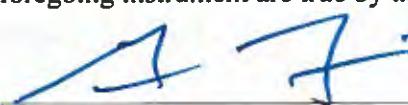
OATH OR VERIFICATION OF APPLICANT:

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

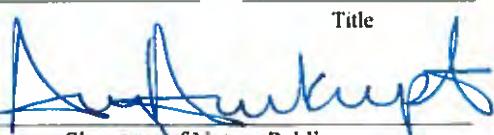
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 12 day of October, 20 17 that the facts alleged in the foregoing instrument are true by the following:

1) 	<u>Gavin Fine</u> (Printed Name)	<u>Member</u> Title
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) 	_____	_____

Witness my hand and official seal:


Signature of Notary Public

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: _____

October 12, 2017

Town of Jackson Clerk's Office
Attn. Sandy Birdyshaw
150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

Re: Assignment of Retail Liquor License No. 104 to Get Loose, LLC

Dear Ms. Birdyshaw:

On behalf of The Mattheis Company, a Wyoming corporation dba Town Square Tavern ("Mattheis"), and in connection with an agreement by and between Mattheis and Get Loose, LLC, a Wyoming limited liability company ("Get Loose"), Mattheis does hereby grant and assign to Get Loose all of its right, title and interest in and to that certain retail Liquor License Number 104 issued by the Town of Jackson Town Council for use at 10 and 20 East Broadway, Jackson, Wyoming upon the Town of Jackson's approval of the transfer of the retail Liquor License Number 104 to Get Loose. In the event that the Town Council of the Town of Jackson does not vote to approve the transfer of Liquor License Number 104 to Get Loose, this assignment shall be null and void.

Sincerely,

The Mattheis Company,
a Wyoming corporation

St. Mattheis, President



October 12, 2017

Verification of Deposit

This is to certify that Get Loose LLC, is maintaining a Business Checking account with our bank First Interstate Bank. As per our record, the account number of the mentioned account is _____, which was opened on 08/14/2017. Brian N Kelley and Colby D Cox are the authorized signatories of the account. If you need additional information the account holder can provide deposit information from their monthly statements.

I Eric Ryan certify that the above information is true to the best of my knowledge. We trust the above details serve your purpose.

Sincerely,

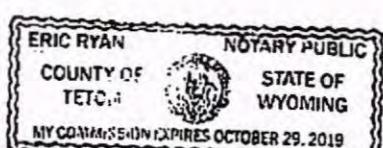
A handwritten signature of Eric Ryan.

Eric Ryan

Financial Services Representative I
307.732.7851

eric.ryan@fib.com

County of Teton
State of Wyoming
I certify this to be a complete, exact and true
copy of the original document. Certified this
12th day of October, 2017
Eric Ryan Notary Public
My commission expires 10-29-2019



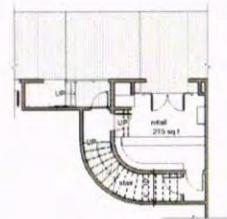
First Interstate Bank
Albertson's Office
105 Buffalo Way
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7932

First Interstate Bank
Main Office - 842 W Broadway
Office Building - 802 W Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-734-7373

First Interstate Bank
Town Square Office
120 E Broadway
P.O. Box 11095
Jackson, WY 83002-1095
307-732-7883



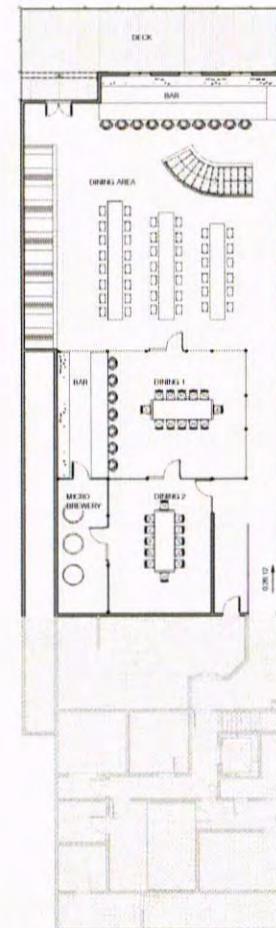
BAR PERSPECTIVE



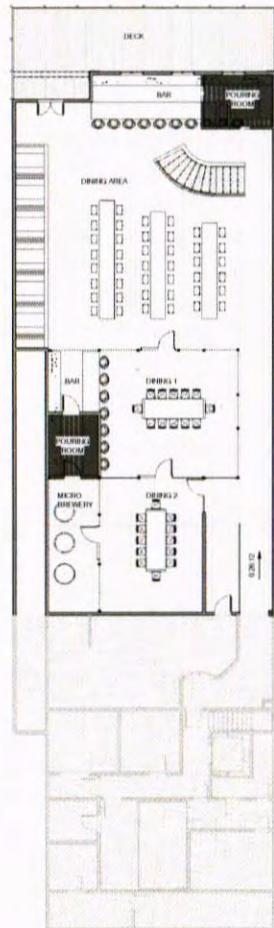
FIRST FLOOR



NORTH ELEVATION



SECOND FLOOR - EXISTING



SECOND FLOOR WITH
POURING ROOM

Town Square

E Broadway Ave

S Cache S

Layers **Info**

[Printer friendly tab](#) [Copy to Clipboard](#) [Different map view ▾](#)

[Zoom to parcel\(s\)](#)

2 Parcel(s)

- Parcel: 22-41-16-34-2-05-005
[Clerk's Land Records](#)
[Planning & Building Records](#)
- Account Num: R0006520 [Property Detail](#)
- Tax ID: OJ-001608 [Property Taxes](#)
- Map Number: 00102 [Scanned Map](#)
- Lot: 1
- Owner: TOWN SQUARE, LLC C/O WILLIAM LEE GARDNER
- MailAddr: PO BOX 159
- MailAddr: TETON VILLAGE, WY 83025
- StAddr: 10 E BROADWAY AVENUE
- Deed: 845 WD 1079-81
- Location: LOT 1, W 1/2 LOT 2, BLK. 1, CACHE-1
- TaxClass: Commercial
- Acreage: 0.26

- Parcel: 22-41-16-34-2-05-005.01
[Clerk's Land Records](#)
[Planning & Building Records](#)
- StAddr: 20 E BROADWAY AVENUE

N: 43.47926°, W: 110.76211°
NAD83 UTM Zone 12 X: 519238, Y: 4814066

LEASE

THIS LEASE (the "Lease") is made as of the 26 day of July, 2017 (the "Effective Date"), between Town Square, LLC, having an address of PO Box 159, Teton Village, Wyoming 83025 ("Lessor"), and Get Loose, LLC, a Wyoming limited liability company, having an address of 172 Center Street, Suite 204, Jackson Hole, Wyoming 83001, Attention: Gavin Fine ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of real property and improvements situated in the Town of Jackson, County of Teton, located at: 10 East Broadway, Jackson, Wyoming 83001, containing approximately seventeen thousand five hundred sixteen (17,516) rentable square feet ("Lessor's Property"), particularly that portion of Lessor's Property being approximately six thousand (6,000) square feet being the subject of this Lease, which includes the storefront on the ground level (the "Leased Premises"), more specifically described on Exhibit "A" attached hereto.

WHEREAS, Lessee desires to Lease from Lessor and Lessor is willing to lease to Lessee the Leased Premises subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Lease of Leased Premises; Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises subject to the terms and conditions set forth herein for a term to commence on the Effective Date and expire on the date that is ten (10) years after the Rent Commencement Date (as defined below). Payment of Base Rent (as defined below) shall commence on the date that is one hundred fifty (150) days after the date Lessee obtains the "Permits" (herein so called) as are required to be issued by all governmental authorities in order for Lessee to perform its work and conduct the permitted use of the Premises, if any (the "Rent Commencement Date"); provided however, in no event shall the "Rent Commencement Date" be deemed later than June 1, 2018 or the date that the Lessee opens for business, whichever occurs first, and to expire on the date that is ten (10) years thereafter (unless sooner terminated pursuant to the terms hereof). Lessee agrees to pay Lessor as follows:

(a) **Base Rent.** The monthly "Base Rent" payable from Lessee to Lessor shall commence on the Commencement Date and shall be as follows:

Years 11-15* Market Rent (as set forth below)

Years 16-20* Market Rent (as set forth below)

* If applicable pursuant to Section 21.

Base Rent shall be paid in advance on

of this Lease commencing on the Rent Commencement Date, at the address of Lessor set forth above, without any setoff or deduction whatsoever, except as may be permitted pursuant to the express terms of this Lease.

* the designated address for the leased premises is 20 East Broadway, Jackson, WY 83001.
AC X 11

Calculation of Market Rent

(1) Lessor and Lessee shall, at least ninety (90) days prior to the expiration of the Initial Term and the first Renewal Term, agree on the minimum annual rent for the first year of each extension period based upon the "Then Fair Market Rental Value of the Leased Premises" as defined below. If the parties agree on the minimum annual rent for the first year of an extension period within ninety (90) days, they shall execute an addendum to this Lease stating the Base Rent for such extension period.

(2) If they are unable to agree on the Base Rent for the first year of an extension period within the fifteen (15) day period, then the Base Rent shall be the "Then Fair Market Rental Value of the Leased Premises" as determined in accordance with subsection (4) below.

(3) The "Then Fair Market Rental Value of the Leased Premises" means what a landlord under no compulsion to lease the Leased Premises and a tenant under no compulsion to lease the Leased Premises would determine as rent for the first year of the extension period, as of the commencement of the extension period, taking into consideration the use permitted under the Lease, the quality, size, shape, design and location of the Leased Premises, but in no event less than the Base Rent in effect for the year in which Lessee exercises its option to extend.

(4) Within seven (7) days after the expiration of the ninety (90) day period set forth in Subsection (2) above, Lessor and Lessee shall each appoint a real property appraiser with a minimum of five (5) years' experience conducting appraisals in the area in which the Leased Premises are located to appraise the Then Fair Market Rental Value of the Leased Premises. If either the Lessor or the Lessee does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Then Fair Market Rental Value of the Leased Premises. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days following the thirty day period the two (2) appraisers are given to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree on the third appraiser, either the Lessor or Lessee may petition the appropriate presiding civil court judge of the Teton County District Court of the Ninth Judicial District for the selection of a third appraiser who meets the qualifications stated in this paragraph. Lessee and Lessor shall each pay one-half (1/2) of the total cost of appointing the appraisers and any fees due.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Then Fair Market Rental Value of the Leased Premises. If a majority of the appraisers are unable to set the Then Fair Market Rental Value of the Leased Premises within thirty (30) days after selection of the third appraiser, the three (3) appraisals shall be averaged and the average shall be the Then Fair Market Rental Value of the Leased Premises.

The Base Rent payable during the first year of the first extension period as determined above shall be increased during the remaining term of the extension period by three percent (3%) per annum. The foregoing rental adjustments shall occur on the first day of the month of each twelve (12) month period during the extension period after the first year.

(b) Size of Premises. The parties acknowledge and agree that the rentable square foot area of the Premises shall be deemed to be six thousand (6,000) square feet as indicated on the attached Exhibit "A".

(c) Due Diligence. Lessee shall be permitted to enter the Premises for the purposes of conducting due diligence and all due diligence shall be completed prior to the Due Diligence Deadline. In the event that Lessee is not satisfied with the condition of the Premises for its use as contemplated by this Lease, Lessee, by delivering written notice to Lessor at any time on or before August 31, 2017 (the "Due Diligence Deadline"), may elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessee or Lessor shall have any further obligations or liabilities to the other, and Lessor shall return the Security Deposit in full to Lessee. If Lessee shall not have elected to terminate this Lease by delivering written notice of

termination to Lessor on or before the Due Diligence Deadline, Lessee shall be deemed to be satisfied with the condition of the Premises and shall be deemed to have waived its right to terminate this Lease pursuant to the provisions of this Paragraph 1(c).

(d) Permits. The obligations of Lessee under this Lease are expressly contingent upon Lessee obtaining the Permits. Lessee shall use its best and expedient efforts to obtain the Permit. In this regard, Lessee shall submit its drawings and formally apply to the Town for its Permits not later than August 31, 2017 and Lessee must respond and resubmit to the Town within seven (7) days after receipt of comments. If Lessee has not obtained the Permits on or before December 1, 2017, either Lessor or Lessee may, by delivering written notice to the other, at any time on or before December 6, 2017, either elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessor nor Lessee shall have any further obligations or liabilities to the other and Lessor shall return the Security Deposit in full to Lessee, or waive the contingency set forth in this Paragraph 1(d). Should Lessee not elect to terminate this Lease on account of the Permits by delivering written notice of termination on or before December 6, 2017, Lessee shall be deemed to have waived the contingency set forth in this Paragraph 1(d) and to have obtained the Permits as of December 1, 2017.

(e) Allowance. Except as provided in this Paragraph 1(c), the performance of Lessee's work in the Premises shall be performed and completed at Lessee's sole cost and expense. Notwithstanding the foregoing, so long as this Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Lessor shall provide to Lessee an allowance (the "Allowance") for the reimbursement of the cost of installing Required Improvements and which shall be in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00). For the purposes of this Paragraph 1(c), "Required Improvements" are structural, mechanical or legally required improvements (such as improvements necessary to comply with the ADA) that Lessee is required to install in order to ready the Premises for the conduct of business and which are not required as a result of Lessee's particular use and occupancy of the Premises (but rather are required of premises generally) and which benefit the building of which the Premises is a part and will remain in the Premises and/or the building following the expiration or earlier termination of this Lease. The Parties agree that the replacement of the older HVAC unit serving the Leased Premises qualifies as a "Required Improvement," and the replacement thereof prior to the Rent Commencement Date may be paid for with the proceeds of the Allowance. If Lessee believes that any improvements that Lessee is making to the Premises in order to ready the Premises for occupancy qualify as "Required Improvements", Lessee shall provide to Lessor written notice thereof prior to the installation of such improvements. Such notice to Lessor shall be accompanied by work orders, invoices and other evidence of the costs to be incurred by Lessee for the Required Improvements. Payment of the Allowance shall be made as follows: During the first (15) months of the term of this Lease, notwithstanding the provisions of Paragraph 1(a) to the contrary, so long as this Lease is in full force and effect and free from default, Tenant may exercise a credit against Base Rent in the amount of Five Thousand and No/100 Dollars (\$5,000.00) for each month during the first (15) months of the term of this Lease; provided, however, in no event shall the cumulative amount of such credit exceed the cost of the Required Improvements.

2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant with incidental retail sales of liquor, beer, wine, and merchandise and for no other purpose.

3. Default. In the event Lessee shall "default" hereunder (as defined below), then Lessor shall have all of the rights and remedies available to a Landlord under Wyoming law. In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and costs incurred therein by the successful party. A "default" under this Lease shall mean that the Lessee fails to fully perform any of the terms, covenants and conditions on its part to be performed under this Lease, and the failure continues for thirty (30) days (seven (7) business days in the case of a monetary default) after written notice from Lessor, except that in the case of non-monetary default if Lessee begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Lessee continues to diligently

attempt to cure its failure, the thirty (30) day period shall be extended to ninety (90) days or such lesser period as is reasonably necessary to complete the cure.

4. **AS-IS.** Lessee hereby expressly acknowledges that as of the Due Diligence Deadline it has inspected the Premises and is familiar with the physical condition thereof, and agrees to take the same "as is", even if the Leased Premises is not in compliance with applicable codes and laws as of the Effective Date. Lessee acknowledges that Lessor shall have no obligation to do any work in and to the Leased Premises, or incur any expense in connection with said work, in order to make the Premises suitable and ready for occupancy and use by the Lessee.

5. **Alterations.** Lessee shall not make, cause, or permit the making of any alterations, decorations, installments, additions, or improvements in or to the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Lessee agrees to pay all costs and expense in connection with obtaining such consent and in making such alterations, decorations, installments, additions, or improvements. Lessee shall promptly pay all contractors, materialmen and professional service providers, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall hold the Lessor, the Leased Premises and the building and every part thereof free and harmless for, from and against any and all liability, damage, claims, demands, liens, suits, actions or expense (including attorneys' fees) arising out of any work done on or about the Leased Premises by Lessee, its employees, representatives, successors and assigns at the request or on behalf of Lessee.

6. **Taxes.** Lessee shall be liable for and promptly pay when due all taxes and other charges levied against Lessee's personal property, trade fixtures and other property placed by Lessee in, on, or about the Leased Premises. Lessor shall pay all real property taxes and assessments assessed against Lessor's Property.

7. **Release.** Lessor shall not be liable for and Lessee waives and releases all claims for any damage to property of Lessee, or of others, located on or about the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, except if said loss or damage is caused by the gross negligence or willful conduct of Lessor, its employees or agents. Lessor shall not be liable for and Lessee waives and releases all claims for any latent defects in the Premises or in the building of which they form a part. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only and Lessee shall indemnify, defend and hold Lessor harmless for, from and against any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers.

8. **Utilities.** Lessee agrees to connect only such electrical equipment to the building electric distribution systems. Lessor shall not in any way be liable or responsible to Lessee for any loss, damage or expense which Lessee may sustain or incur if for any reason either the quantity or character of electric service is changed or is no longer available or suitable for Lessee's requirements. Lessee is responsible for obtaining and paying for any utilities which it may desire for the Leased Premises, including, but not limited to, water, sewer, gas, trash and recycling. In this regard, Lessee shall pay such deposits and execute such applications as may be required to establish utility service in Lessee's name. All utilities serving the Leased Premises are separately metered.

9. **Indemnification.** If, as a result of any act or omission on the part of Lessee, its agents, employees, contractors, subcontractors, or invitees any claim, action, or suit is made or brought against Lessor, Lessee does hereby agree to indemnify Lessor and to hold Lessor harmless for, from and against any claim, liability, damage, or loss resulting from any such act or omission, including the payment of all of reasonable attorney's fees and costs in connection therewith.

10. **Assignment; Sublease.** Lessee shall not assign, mortgage, or encumber this Lease, nor further sublet or suffer or permit the Leased Premises or any part hereof to be used by others without the prior written consent of Lessor in each instance, in Lessor's sole and absolute discretion, except that Lessee retains the right to assign this Lease to an affiliate of Lessee without prior written consent; provided, however, no assignment of this Lease or subletting of the Premises shall result in a release of liability of Lessee or any Guarantor of this Lease.

Consent by Lessor to an assignment or subletting shall not be construed to release Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting. Consent by Lessor to an assignment or sublease shall not release from Lessee's obligations hereunder unless such written consent clearly and specifically states intent to do so. Any authorized assignee or sublessee shall agree in writing to be bound by the terms of this Lease and to abide by all applicable laws and any rules and regulations adopted by the Lessor. Lessee shall pay all costs incurred by Lessor in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees, in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00). The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

11. Maintenance.

(a) Lessee shall, at its sole cost and expense, at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacement, and in compliance with codes and ordinances of governmental authorities having jurisdiction). Furthermore, Lessee agrees to immediately notify Lessor if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to enter and evaluate and/or make recommendations with respect to remediation. Lessee acknowledges that the control of moisture and mold prevention are obligations of Lessee under this Lease. Lessee shall also repair any damage to the structural portions of the roof and Leased Premises resulting from Lessee's negligent acts or omissions or the acts or omissions of Lessee's employees or agents or as a result of the failure of Lessee or Lessee's employees or agents, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Lessee or Lessee's employees or agents. Lessee shall be responsible for all maintenance and repairs with respect to the Leased Premises except as set forth in subparagraph (b) below.

(b) Lessor shall, at its sole cost and expense: (i) as needed in Lessor's reasonable discretion, keep the foundation and structural soundness of the building of which the Premises is a part, including the exterior walls and roof, in good repair, ordinary wear and tear excepted, and, when necessary in Lessor's discretion, replace the roof of the Leased Premises, (ii) perform all exterior maintenance with respect to the building of which the Premises is a part, (iii) maintain all commonly used portions of real property and adjoining areas, including all sidewalks and parking lots, that are owned by Lessor, in clean and orderly condition, and (iv) maintain and/or repair as necessary the utility lines servicing the Leased Premises.

12. Lessor's Access. Lessor or Lessor's agents shall have the right to enter the Leased Premises upon reasonable notice, and in no event less than 24 hours' notice (except in the case of an emergency, in which no notice shall be required), to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable including repair, maintenance or alteration of adjoining areas having a common wall or common floor or ceiling within the Leased Premises, and Lessor shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Lessee or otherwise; provided, however, notwithstanding the foregoing provisions of this paragraph to the contrary, in the event that Lessor's repair of the Leased Premises pursuant to this paragraph results in a closure of the Leased Premises, which closure continues for three (3) consecutive calendar days, then Base Rent, and other charges due under this Lease shall thereafter abate equitably during the remaining period of such closure. During the three (3) months prior to the expiration of the term of this Lease or any renewal term Lessor may exhibit the Leased Premises to prospective Lessees or purchasers, and place upon the Leased Premises the usual notices "For Lease": or "For Sale", which notices Lessee shall permit to remain thereon without molestation. In exercising its rights under this paragraph, Lessor shall use

commercially reasonable efforts to not interfere with the conduct by Lessee of its business operations at the Leased Premises.

13. **Surrender.** Lessee, upon the expiration or within thirty (30) days following the sooner termination of this Lease, shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's property insurance and shall surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Lessee shall remove all its trade fixtures, and, at Lessor's request, any alterations or improvements before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall have the right, prior to the expiration or sooner termination of this Lease, to remove, at Lessee's cost and expense, any and all trade fixtures, and other personal property of Lessee situated in the Leased Premises.

14. **Waiver of Subrogation.** Whenever (a) any loss, cost, damage, injury, or expense resulting from fire, explosion, or any other casualty or occurrence normally covered by causes of loss special form insurance is incurred by either party to this Lease in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, injury, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense, to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operation in any case where the effect thereof would be to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the party which shall be subject to such increased cost shall promptly notify the other party in writing of such cost increase and the other shall have the right, within thirty (30) days following its receipt of such written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

15. **Brokers.** Lessee represents and warrants that Lessee neither consulted nor negotiated with any Broker or finder with regard to the Premises or this Lease. Lessee agrees to indemnify, defend and save Lessor harmless for, from and against any claims for fees and commissions from anyone with whom Lessee has dealt in connection with the Premises or this Lease.

16. **Notices.** All notices and demands to Lessee shall be deemed sufficiently given when delivered personally or mailed by certified mail, return receipt requested, to Lessee at Get Loose , LLC, 172 Center Street Suite 204, Jackson, Wyoming 83001, Attention: Manager or at such other address as Lessee shall from time to time designate in writing by notice given hereunder to Lessor. All notices and demands to Lessor shall be deemed sufficiently given when mailed by certified mail, return receipt requested, to Lessor at PO Box 159, Teton Village, Wyoming 83025, or at such other address as Lessor shall from time to time designate in a notice given hereunder to Lessee. Bills for rent or additional rent may be mailed by ordinary mail rather than certified mail, return receipt requested.

17. **Security Deposit.**

(a) Upon the execution of this Lease, Lessee shall deposit with Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as security for the faithful performance and observance by Lessee of the terms, covenants, and conditions of this Lease (the "Security Deposit"). It is agreed that in the event Lessee defaults in respect of any of the terms, covenants, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may apply a portion or all of the security as payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default, including but not limited to, any damages or deficiency in reletting of the Leased Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Lessor. Lessee shall, upon demand, deposit with Lessor the full amount so used, in order that Lessor shall have the full security deposit on hand at all times during the term of this Lease.

(b) Notwithstanding the provisions of Section 17(a) above, provided that (i) Lessee has not committed a default hereunder, and (ii) no event shall have occurred or state of facts exists which, if continued uncured, will, with the lapse of time or the delivery of notice, or both, constitute a default hereunder, and (iii) Lessee has opened at the Leased Premises for business to the public, Lessor shall apply the Security Deposit to the first installment of Base Rent due under this Lease.

(c) In the event of a transfer or assignment of this Lease by Lessor, Lessor shall have the right to transfer the security to the transferee or assignee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor.

(d) Lessee further covenants that it will not assign or encumber, or attempt to assign or encumber, monies deposited herein as security, and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

18. Entire Agreement. This Lease contains the entire agreement and understanding between parties. There are no oral understandings, terms, or other conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms, representations, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally but only by an agreement in writing signed by both parties hereto subject to the prior consent of Landlord.

19. Successors and Assigns. The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

20. Rules. Lessor may promulgate reasonable rules and regulations with respect to the Leased Premises. Lessor must provide Lessee a copy of such rules and regulations, as amended from time to time, and if so provided then any such Lessor's rules and regulations are a part of this Lease as though incorporated herein. Lessor's rules and regulations shall not contradict or abrogate the rights or privileges expressly granted to Lessee in this Lease.

21. Renewal of Term. Provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and that Lessee is conducting business from the Leased Premises, then Lessee shall have, and is hereby granted, the option to extend the initial term of the Lease for two (2) additional periods of five (5) years each (each, a "Renewal Term"). Lessee's occupancy of the Premises during the Renewal Terms shall be governed by all of the terms, conditions, covenants and provisions of the Lease except that Lessee shall have no further option to extend the initial term after the expiration of the second Renewal Term. The Renewal Terms shall automatically commence (i) if the original Lessee continues to remain the Lessee at the time of the commencement of a Renewal Term, (ii) provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and (iii) Lessee has not provided notice of its election not to renew a minimum of sixty (60) days prior to the expiration of the then current term. Base Rent for each Renewal Term shall be calculated in accordance with the provisions of Section 1(a).

22. Estoppe Certificate. Within ten (10) business days after Lessor's written request, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee, ground lessor or purchaser, or to Lessor, certifying that this Lease is in full force and effect, that there does not exist nor has there existed any toxic materials or hazardous waste in, on or about the Leased Premises, that no more than one (1) month's rent has been paid in advance, that there are no defenses or offsets thereto, or stating those claimed by Lessee, and any other reasonable information that may be requested. If Lessee fails to timely execute the estoppel certificate, Lessee shall pay Lessor on demand a late fee of One Hundred and No/100 Dollars (\$100.00) and such failure may, at Lessor's discretion, be considered a default by Lessor under this Lease.

23. Attornment. Lessee shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage or deed of trust

made by the Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease provided that any purchaser or mortgagee shall recognize Lessee's Lease as remaining in full force and effect so long as Lessee is not in default hereunder.

24. Subordination. Upon request of the Lessor, Lessee will subordinate its rights hereunder to any ground lease and to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by the ground lessor or mortgagee. Lessee covenants and agrees that it will execute additional subordination agreements to such effect at any time thereafter upon the request of Lessor without compensation being made therefor; provided that any ground lessor or the holder of any lien or encumbrance relying on this paragraph or any such additional agreements will covenant with Lessee that this Lease shall remain in full force and effect, and Lessee shall not be disturbed in the event of termination, sale or foreclosure so long as Lessee is not in default hereunder. However, if Lessor so elects, this Lease shall be deemed prior in lien to any ground lease, mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Lessee will execute a statement in writing to such effect at Lessor's request.

25. Lessor Default. Lessee agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon the Lessor, provided that prior to such notice, Lessee has been notified in writing fifteen (15) business days in advance (by way of a Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event Lessee shall forbear from the exercise of remedies (and shall continue to pay rent and abide by all other obligations under this Lease) while such remedies are being so diligently pursued.

26. Quiet Enjoyment. The operation of a bar and restaurant is hereby deemed the acceptable use of the Leased Premises for the purposes of this Lease. Lessor covenants that Lessee, upon payment of the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof free from hindrance or molestation by Lessor or persons claiming by, through or under Lessor subject, however, to matters of record. Lessee shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located.

27. Damage. If the Leased Premises shall be damaged by fire, unavoidable accident, the elements or other casualty insured against under the insurance provisions above but are not thereby rendered untenantable in whole or in part, Lessor shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the Base Rent shall not be abated. Lessee shall be responsible for the prompt repair and restoration of its furniture, fixtures and equipment in the Leased Premises damaged by such event. If by reason of such occurrence, the Leased Premises shall be rendered untenantable only in part, Lessor shall at its own expense cause the damage to be repaired, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenantable. If the Leased Premises shall be rendered wholly untenantable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the Base Rent meanwhile shall be abated in whole, except that Lessor and Lessee shall each have the right to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Base Rent and other charges to be adjusted as of such date. In the event that fifty percent (50%) or more of the rentable area of Lessor's Property shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected

by such fire or other cause, Lessor and Lessee shall each have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease, provided that, should Lessor give Lessee such notice, Lessor has terminated all other leases at Lessor's Property that Lessor is entitled to terminate. Upon either party giving of such notice, the term of this Lease shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, and Lessee shall vacate the Leased Premises and surrender the same to Lessor. Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Leased Premises which Lessor is obligated to restore or may restore under any of the provisions of this Lease. Furthermore, notwithstanding the foregoing provisions of this paragraph, if the Leased Premises shall be rendered wholly untenantable by reason of such occurrence and the Leased Premises cannot be repaired within six (6) months from the date such damage occurs, Lessor or Lessee shall, at its option, have the right to terminate this Lease.

28. Hazardous Substances. The term "Environmental Laws" means any federal, state or local law, statute, ordinance, regulation or order pertaining to environmental conditions or Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos, and (d) polychlorinated biphenyl. Except in connection with the normal business operations of Lessee, and then only in strict compliance with all applicable Environmental Laws, Lessee shall not use, generate, produce, store, release, discharge or dispose of any Hazardous Substances in the Leased Premises or the building. Lessee, at Lessee's expense, shall, in a manner that complies with all Environmental Laws, perform all remediation and cleanup of the Leased Premises and/or the building, hereinafter necessary or required to remediate the presence of Hazardous Substances used, generated, manufactured, produced, stored, released or discharged by Lessee or its agents, contractors, servants or employees on, under or about the Leased Premises and/or the building unless the presence of same is due to the acts or omissions of Lessor. Lessee shall protect, indemnify, defend and hold harmless Lessor, and its directors, officers, members, employees, parents, subsidiaries, successors and assigns for, from and against any and all claims, demands, fines, liens, loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) arising out of or attributable to Lessee, its assignees, subtenants or their respective agents', contractors', servants' or employees' use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence (through the action or omission of Lessee) of Hazardous Substances on, under or about the Leased Premises or the building. Lessee shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of Hazardous Substances upon, about, beneath, migrating to or from the Leased Premises by a prior occupant of the Leased Premises (unless such occupant is or was an affiliate or sublessee of Lessee) or on or from Lessor's Property by another tenant of Lessor's Property, a prior owner of Lessor's Property or Lessor.

29. Eminent Domain. If the whole of the Leased Premises shall be acquired for any public or quasi-public use or purpose or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding and all rentals shall be paid up to the date of such taking. If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises reasonably unsuitable for Lessee's business, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion taken, and this Lease shall continue in full force and effect, except that the Base Rent shall be prorated on a square foot basis based on the new square footage after the partial taking has occurred. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, and Lessee hereby expressly waives any right or claim to any part thereof, including right or claim for the value of any unexpired term of this Lease or diminution in value of Lessee's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation

for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business (including "moving and relocation benefits" and any award payable with respect to the "goodwill" of the business) by reason of the condemnation and for or on account of any cost or loss which Lessee might incur in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment, provided that such compensation does not reduce the amounts payable to Lessor in accordance with the provisions of the preceding sentence. Lessor and Lessee acknowledge and agree that the provisions of this Paragraph 29 are the result of arms-length negotiations between Lessor and Lessee and in the event of any conflict between the provisions of this Paragraph 29 and any statutory or common law rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain, the provisions of this Paragraph 29 shall prevail.

30. **Holdover.** Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at a rent equal to one and one-half (1½) times the rate payable during the last year of the term of the Lease and shall otherwise be on the terms and conditions herein specified, so far as applicable. Such month to month tenancy may be terminated by either Lessor or Lessee upon not less than thirty (30) days written notice to the other.

31. **Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent and other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

32. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure or disruption of utilities or critical electronic systems (including rolling blackouts), governmental restrictions, governmental regulations, governmental controls, judicial orders, acts of the public enemy (including terrorist acts), hostile governmental action, civil commotion, fire or other casualty, eminent domain, land use challenges and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Lessee pursuant to this Lease.

33. **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. **Qualifications.** In the event Lessee shall be a corporation, partnership or limited liability company, the persons executing this Lease on behalf of Lessee hereby covenant and warrant that (i) Lessee is a duly qualified corporation, partnership or limited liability company and all steps have been taken prior to the date of this Lease to qualify Lessee to do business in the State where the Premises is situated, (ii) all franchise, corporate and other business taxes have been paid to date, and (iii) all forms, reports, fees and other documents necessary to comply with applicable laws have been and will be filed when due.

35. **Time is of the Essence.** Time is of the essence of this Lease and each and every provision hereof.

36. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE EACH WAIVE ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LESSOR OR LESSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY

WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

37. Venue. The parties agree that the a state court of competent jurisdiction in Ninth Judicial District in Teton County, Wyoming shall have personal jurisdiction over all of them and that the venue of any action filed relating to this Lease shall be in the appropriate court in Ninth Judicial Circuit or District Court in Teton County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LESSOR:

TOWN SQUARE, LLC, a Wyoming corporation

By: W. Lee Gardner
Name: W. Lee Gardner
Its: OWNER - member
Date: 7/27/14

LESSEE:

GET LOOSE, LLC, a Wyoming limited liability company

By: Colby D. Cox
Name: Colby D. Cox
Its: Member
Date: 7-26-17

EXHIBIT "A"
LEASED PREMISES

[To be attached by the parties within 30 days of the Effective Date – Drawing to include second floor and first floor retail space and entry]

EXHIBIT "B"
GUARANTEE OF LEASE

WHEREAS, a certain Lease has been or will be executed by and between William Lee Gardner hereinafter referred to as "Lessor" and Get Loose, LLC, a Wyoming limited liability company, hereinafter referred to as "Lessee", covering certain premises in the City of Jackson, County of Teton, State of Wyoming located within the Lee's Tee's building located at the corner of Broadway and South Cache Street and

WHEREAS, the Lessor under said Lease requires as a condition of its execution of said Lease that the undersigned guarantee the full performance of the obligations of the Lessee under said Lease; and

WHEREAS, the undersigned desires that the Lessor to enter into said Lease with Lessee.

NOW, THEREFORE, in consideration of the execution of said Lease by Lessor, the undersigned hereby unconditionally, absolutely and irrevocably promises and guarantees to Lessor the full performance of each and all of the terms, covenants, and conditions of said Lease to be kept and performed by said Lessee during the term of said Lease (including any renewals, extensions, modifications, reinstatements and holdings over thereof), including the payment of all rentals and other charges that accrue thereunder.

A. The undersigned further agrees as follows:

1. That this covenant and agreement on its part shall continue in favor of the Lessor notwithstanding any extension, modification, holding over, or alteration of said Lease entered into by and between the parties thereto, or their successors or assigns, or notwithstanding any assignment of said Lease or subletting of the premises, with or without the consent of the Lessor, and no extension, modification, holding over, alteration, subletting or assignment above referred to shall in any manner release or discharge the undersigned and the undersigned hereby consents thereto.

2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Lessee or any successor or assignee thereof or by a disaffirmance or abandonment by a trustee of Lessee, its successors or assigns.

3. Lessor may, without notice, assign this Guarantee in whole or in part. No assignment, subletting or other transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned hereunder.

4. The liability of the undersigned under this Guarantee of Lease shall be primary. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Lessor to proceed against Lessee or any other person or to pursue any other remedy before proceeding against Guarantor; (b) the defense of any statute of limitations in any action under or related to this Guarantee or the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Lessee or any other person; (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election or remedies, or otherwise) of the liability of Lessee, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Lessee for reimbursement; and (e) the benefits of any statutory provision or procedural rule limiting the liability of a surety.

5. To pay Lessor's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee of Lease against the undersigned, individually and jointly.

6. Any notice by the undersigned to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at: PO Box 159, Teton Village, Wyoming 83025, Attention: Lee Gardner, or at such other address as Lessor may designate by written notice. Any notice by Lessor to the undersigned must be served by first class mail, postage prepaid, addressed to the undersigned at the address given below or at such other address as the undersigned shall designate by written notice to Lessor.

7. The undersigned hereby waives all presentments, protests, notices and demands by the Lessor, as well as any notice of default in the payment of rent or any other amounts or obligations contained or reserved in the Lease.

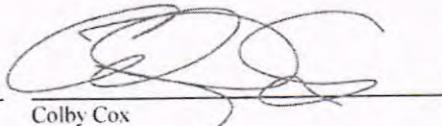
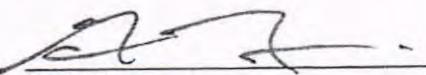
8. The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guarantee shall not operate as a waiver of any other breach of such provision or any other provisions hereof. This Guarantee shall be construed in accordance with Wyoming law.

9. GUARANTOR AND LESSOR EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER GUARANTOR OR LESSOR AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS GUARANTEE, THE RELATIONSHIP OF GUARANTOR AND LESSOR OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

10. Upon the expiration of the first month of the term of the Lease (the "Expiration Date"), Lessor shall relieve the Guarantor of any further liability hereunder upon written request of Guarantor provided that (a) Lessee has opened for business to the public and paid the first monthly installment of Base Rent due under the Lease, (b) there has not occurred (i) a default under the Lease, or (ii) an event that with the giving of notice or the passage of time or both, would constitute a default under the Lease, in each case which, as of the Expiration Date, remains uncured, and (c) Lessor has not commenced to pursue any of its remedies as set forth in the Lease. Guarantor's liability hereunder shall be limited to Lessee's default under the Lease that first arose prior to the Expiration Date, and only if Lessor brings a claim with respect to such default in a court of competent jurisdiction on or before the 180th day after the Expiration Date (the "Claim Period"); *provided, however,* that if Lessee has secured lien waivers from all contractors, subcontractors and materialmen that performed work on the Leased Premises prior to the Expiration Date, then the Claim Period shall be reduced to thirty (30) days after the Expiration Date.

11. Notwithstanding anything contained in the Guarantee of Lease to the contrary, in the event Lessee commits a default under the terms of the Lease, and provided that Lessee vacates the Leased Premises within thirty (30) days after written notice from Lessor and surrenders the Leased Premises to Lessor in the condition required by the Lease, the liability of Guarantor under this Guaranty shall not exceed the sum of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) plus up to Twenty Five Thousand and No/100 Dollars for amounts payable under Section 5 hereof. A "default" shall not have occurred for purposes of this Section 11 until: (a) in the case of a non-monetary default, a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that a default occurred under the terms of the Lease; and (b) in the case of a monetary default, Lessor has provided to Lessee written notice in accordance with the provisions of Paragraph 3 of the Lease and the cure period set forth in Paragraph 3 of the Lease has expired.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed as of this _____ day of July, 2017.



Gavin Fine

Colby Cox

Address: 3825 Kimball Lane
Wilson, Wyoming 83014

Address: PO Box 4771
Jackson, WY
83001

ACKNOWLEDGED BY LESSOR:

Town Square, LLC.

A Wyoming corporation

By: W. Lee Gardner

Name: W. Lee Gardner

Title: Owner/Member

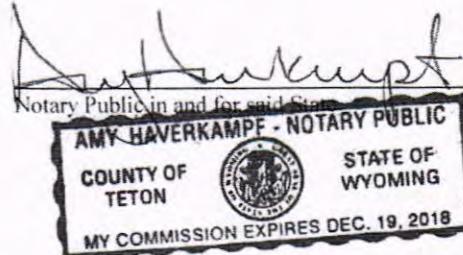
STATE OF Wyoming)
County of Teton) ss.

On 7/26/17, before me, Amy Haverkampf, a Notary Public in and for said state, personally appeared Colby D. Cox, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

12/19/2018

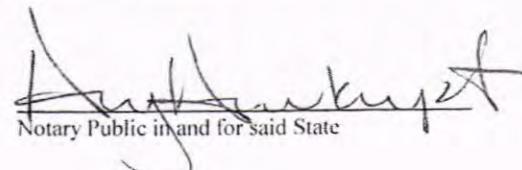


STATE OF Wyoming)
County of Teton) ss.

On 7/26/17, before me, Amy Haverkampf, a Notary Public in and for said state, personally appeared Gavin Fine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.



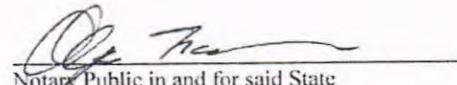
12/19/2018



STATE OF Wyoming)
County of Teton) ss.

On July 27, 2017, before me, Olga M. Faller, a Notary Public in and for said state, personally appeared W. Lee Gardner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



My Commission Expires:

March 22, 2020



STATE OF WYOMING * SECRETARY OF STATE
ED MURRAY
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 **Get Loose, LLC**

Filing ID **2017-000755919**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Sub Status

Current

Fictitious Name

Standing - Tax

Good

Sub Type

Standing - RA

Good

Formed in **Wyoming**

Standing - Other

Good

Term of Duration **Perpetual**

Filing Date

05/31/2017 2:57 PM

Delayed Effective Date

Inactive Date

Principal Address

172 Center Street Suite 204
Jackson, WY 83001

Mailing Address

PO Box 1686
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
172 Center St Ste 202
PO Box 4574
Jackson, WY 83001

Parties

Type **Name / Organization / Address**

Organizer **Amberley Baker PO Box 4211, Jackson WY 83001**

Notes

Date **Recorded By** **Note**

Annual Report History

Num **Status** **Date** **Year** **Tax**

Amendment History

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

*Get Loose, LLC - buying
the Tavern's Retail Liquor License*

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: Gavin
First Name

DAVID
Full Middle Name

FINE -
Last Name

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

10-12-17

Date Signed

AMH
Applicant Signature

State of Wyoming)
County of Teton)
ss)

Subscribed and sworn to before me this 12 day of October, 20 17.

(SEAL)

Amy Haerkampf
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

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:

Colby
First Name

Draper

Cox

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

10/12/2017

Date Signed

Applicant Signature

State of Wyoming)
County of Teton)

Subscribed and sworn to before me this

(SEAL)



Note: Public or officer authorized to administer oaths.

Rev 3/17



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: February 15, 2018
MEETING DATE: February 20, 2018

SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Bob McLaurin
PRESENTER: Roxanne Robinson, Assistant Town Manager

SUBJECT: Sign Code

STATEMENT/PURPOSE

Councilman Don Frank asked that this item be placed on the agenda under Matters from Mayor and Council for Council consideration.

BACKGROUND/ALTERNATIVES

At the Town Council retreat on February 7, Councilman Don Frank asked that this item be listed on the agenda under Matters from Mayor and Council. At that meeting, Town Attorney Audrey Cohen-Davis brought up issues related to constitutionality concerns with our existing sign code and a request that the Town Council consider, as a body, when they would like to address these issues. The Town Attorney has previously provided Council with a confidential memorandum on this issue. Audrey Cohen-Davis, Town Attorney, or Lea Colasuonno, Assistant Town Attorney, will be at the meeting to provide any further information the Town Council may need in making a determination.

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

1. Discuss the issue, discuss the current work plan and workload of staff involved, and direct staff to place a discussion of the Sign Code on an upcoming workshop agenda as time permits or on a date specific agenda.
2. Discuss the issue and continue the discussion to a future Town Council meeting under Matters from Mayor and Council if all Councilmembers are not present.
3. Take no action and defer a decision on the matter to another time.
4. Other.

STAKEHOLDER ANALYSIS

Stakeholders include citizens of the Town of Jackson or businesses located in the Town of Jackson that are operating under the current sign code without the knowledge or understanding of their rights under the constitution or have been denied permissions based on outdated and noncompliant language.

ATTACHMENTS

None.

FISCAL IMPACT

There is no fiscal impact to the Town Council directing staff to place the item on an agenda for discussion and consideration.

STAFF IMPACT

There would be a staff impact if the item is placed on an agenda for discussion and consideration as the Town Attorney's office would need to work with the Planning Department to present an analysis of the current code and decisions that would need to be made to direct staff on potential ordinance changes.

LEGAL REVIEW

The Town Attorney has provided information to the Council under a separate confidential memo.

RECOMMENDATION

The Town Attorney's recommendation as presented at the retreat is to place this issue on an agenda for a discussion of the full Council.

SUGGESTED MOTION

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

- I move to direct staff to place a discussion of the Sign Code on an upcoming workshop agenda on _____.

Synopsis for PowerPoint (120 words max):

Background:

Councilman Don Frank asked that this item be placed on the agenda under Matters from Mayor and Council for Council consideration.

MEMORANDUM

TO: Mayor and Town Council
FR: Bob McLaurin, Town Manager
DT: February 20, 2018
RE: Town Manager's Report

Sales and Lodging Tax

The Town budgeted a total of \$975,471 in lodging tax revenues for the entire fiscal year from the 30% visitor impact portion combined with the 10% general fund portion. We have collected \$866,248 to date which is 88.8% of total projected collections. February 2018 revenue represents collections from December 2017. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections year to date are 9% over last year. Collections are currently tracking at \$505,594 more than budgeted. However we still have March 2018 through June 2018 collections to account for before realizing any unanticipated revenue.

February 2018 revenue represents collections from December 2017. As you can see, collections from December 2017 were up 13% over the same time last year.

Pool work during spring break

Repairs are being made at the Rec Center over the school Spring Break period, March 26 – April 6. The reason these dates are chosen is because Spring Break has historically been a time of low usage of the facility. During this period, it is staff's understanding that the facility will be close to the public to accommodate the repair work.

Requested Funding for Final Phase of Engage 2017

The Town Planning Department is working on the fourth and final phase of the Engage 2017 process and educational funding is needed to complete this phase. This phase of Engage 2017 includes: Housing, Parking, & Natural Resources Updates. The fourth and final phase of the process involves adoption of the update. Transparency around what is proposed in these updates and their implications for the community is an important step towards adopting the new regulations. Planning staff hopes to carry out the following educational initiatives:

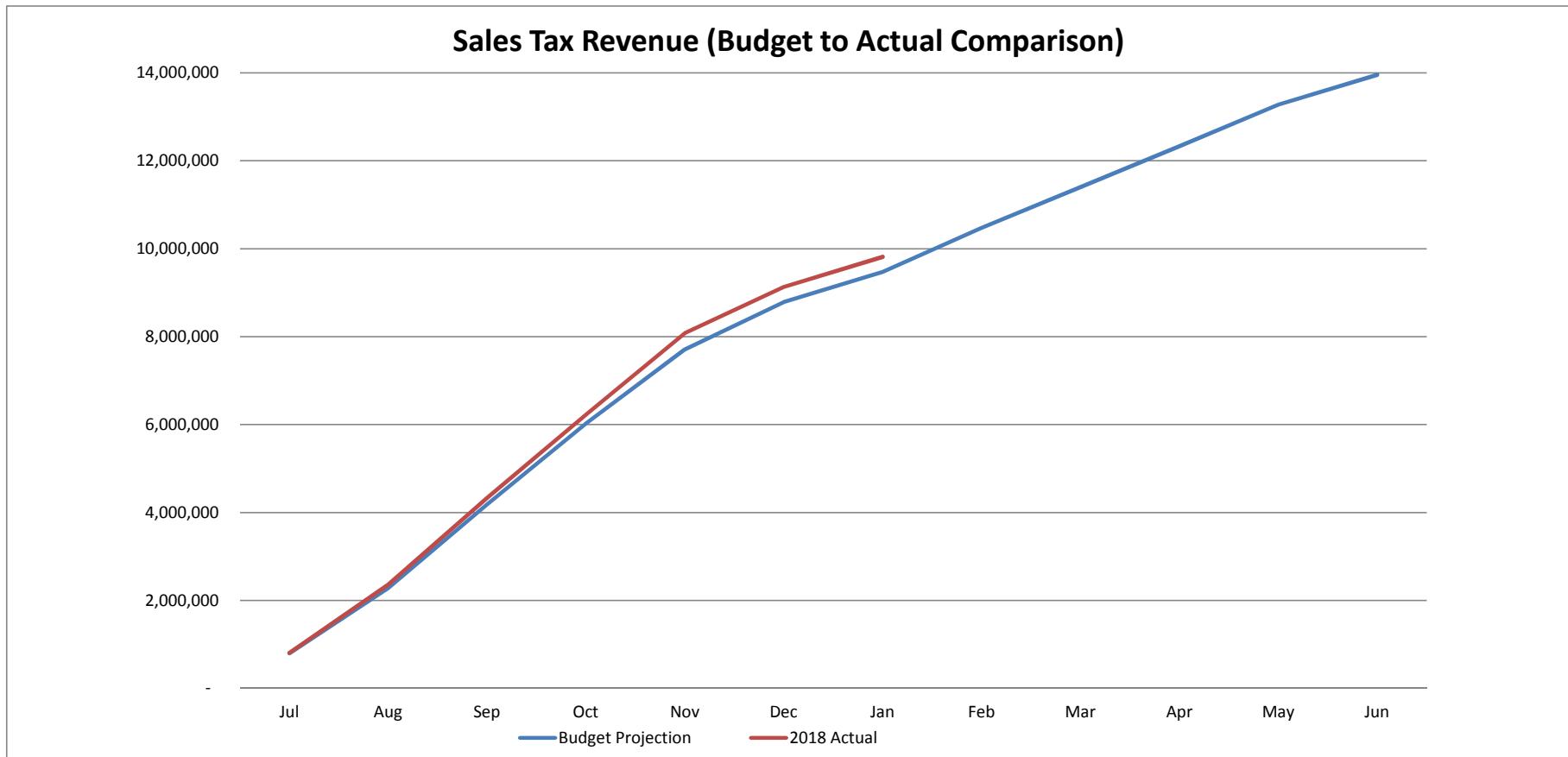
- Facebook Campaign
- Whiteboard Videos
- Newspaper Advertisements (April – June)
- Online Newsletters and Waterbill notices
- Public Outreach Presentations
- Public Workshop

Staff estimates the total cost of these initiatives to be \$18,300. The Housing Department will pay $\frac{1}{4}$ of the cost. Town and County will split the remainder 50/50. The Town of Jackson will fund the total amount up front and the Housing Department and Teton County will reimburse the Town: \$11,437. After reimbursement from the County, the end sum that the Town will pay for these educational initiatives is \$6,863. With the acceptance of the Town Manager's report into the record, Town staff will proceed with the program as outlined and the expenditure of these funds and the Town Council will see their portion of the expenses and offsetting revenue as part of the next budget amendment for the FY18 budget.

TOWN OF JACKSON, WYOMING
SALES TAX COLLECTIONS (4% and 1%)
February-18

Receipt Month	14/15 Percent Change					15/16 Percent Change					16/17 Percent Change					17/18 Percent Change			12 Mth Rolling Sales
	FY2014	FY2015	14/15 Change	Percent Change	FY2016	15/16 Change	Percent Change	FY2017	16/17 Change	Percent Change	FY2018	17/18 Change	Percent Change	Avg	Month				
Jul	\$ 545,714	\$ 621,792	\$ 76,079	13.9%	\$ 713,141	\$ 91,349	14.7%	\$ 807,564	\$ 94,423	13.2%	\$ 807,972	\$ 408	0.1%	6.3%	May				
Aug	1,127,554	1,249,588	122,034	10.8%	1,287,639	38,051	3.0%	1,411,501	123,863	9.6%	1,551,376	139,875	9.9%	6.3%	Jun				
Sep	1,365,422	1,488,138	122,716	9.0%	1,705,468	217,330	14.6%	1,920,244	214,777	12.6%	1,971,647	51,402	2.7%	5.0%	Jul				
Oct	1,385,078	1,513,838	128,760	9.3%	1,750,353	236,515	15.6%	1,665,117	(85,236)	-4.9%	1,897,973	232,856	14.0%	7.5%	Aug				
Nov	1,408,973	1,523,192	114,219	8.1%	1,420,820	(102,372)	-6.7%	1,533,746	112,925	7.9%	1,850,527	316,781	20.7%	9.0%	Sep				
Dec	767,015	826,299	59,285	7.7%	1,002,143	175,844	21.3%	1,046,289	44,146	4.4%	1,054,095	7,806	0.7%	8.7%	Oct				
Jan	521,354	587,477	66,123	12.7%	600,037	12,560	2.1%	655,026	54,989	9.2%	680,672	25,645	3.9%	8.4%	Nov				
Feb	761,420	822,382	60,962	8.0%	831,587	9,205	1.1%	1,032,128	200,542	24.1%	1,166,026	133,898	13.0%	7.8%	Dec				
Mar	750,117	683,968	(66,148)	-8.8%	850,550	166,581	24.4%	947,188	96,639	11.4%	-	---	---	---	Jan				
Apr	759,626	712,992	(46,633)	-6.1%	915,256	202,263	28.4%	859,580	(55,676)	-6.1%	-	---	---	---	Feb				
May	790,246	815,782	25,536	3.2%	842,792	27,010	3.3%	874,371	31,579	3.7%	-	---	---	---	Mar				
Jun	549,857	544,020	(5,837)	-1.1%	610,312	66,292	12.2%	660,771	50,459	8.3%	-	---	---	---	Apr				
Totals	\$ 10,732,374	\$ 11,389,469	\$ 657,096	6.1%	\$ 12,530,098	\$ 1,140,628	10.0%	\$ 13,413,526	\$ 883,428	7.1%	\$ 10,980,288	\$ 908,672	9.0%						

Budgeted Sales Tax for FY 2018 3.75% \$ 13,954,375
 Budgeted Sales Tax Year-to-Date 3.75% 10,474,694
 Actual Sales Tax Collected Year-to-Date 10,980,288
 Leading (Lagging) Budget - through February \$ 505,594



TOWN OF JACKSON, WYOMING

LODGING TAX REPORT

February-18

Month Received (2 mos. lag)	Lodging Tax - Total				Town				County			
	Promotion T&T Board		Visitor Impact	General Fund	Visitor Impact	General Fund	Total	T/C Split Percent	Visitor Impact	General Fund	Total	T/C Split Percent
	Total	T&T Board										
July	\$ 267,774	\$ 160,664	\$ 80,332	\$ 26,777	\$ 29,779	\$ 9,926	\$ 39,705	37.1%	\$ 50,553	\$ 16,851	\$ 67,404	62.9%
August	922,122	553,273	276,637	92,212	94,748	31,583	126,331	34.3%	181,889	60,630	242,518	65.7%
September	1,226,220	735,732	367,866	122,622	134,860	44,953	179,813	36.7%	233,006	77,669	310,675	63.3%
October	1,302,107	781,264	390,632	130,211	145,276	48,425	193,702	37.2%	245,356	81,785	327,141	62.8%
November	1,097,089	658,253	329,127	109,709	126,319	42,106	168,425	38.4%	202,808	67,603	270,410	61.6%
December	416,786	250,072	125,036	41,679	53,853	17,951	71,804	43.1%	71,183	23,728	94,911	56.9%
January	130,949	78,569	39,285	13,095	26,859	8,953	35,812	68.4%	12,426	4,142	16,568	31.6%
February	387,166	232,299	116,150	38,717	37,993	12,664	50,657	32.7%	78,157	26,052	104,210	67.3%
March	-	-	-	-	-	-	-	---	-	-	-	---
April	-	-	-	-	-	-	-	---	-	-	-	---
May	-	-	-	-	-	-	-	---	-	-	-	---
June	-	-	-	-	-	-	-	---	-	-	-	---
Totals	\$ 5,750,213	\$ 3,450,128	\$ 1,725,064	\$ 575,021	\$ 649,686	\$ 216,562	\$ 866,248	37.7%	\$ 1,075,378	\$ 358,459	\$ 1,433,837	62.3%

	Visitor Impact	General Fund	Total	12 Month Rolling Avg	FY2017 Year-to-Date	FY2018 Year-to-Date	Increase (Decrease)	
TOJ Budget	\$ 731,603	\$ 243,868	\$ 975,471		\$ 3,050,569	\$ 3,450,128	\$ 399,558	
Budget Remain	\$ 81,917	\$ 27,306	\$ 109,223					
Earned Remaining			88.8% 11.2%	11.3%	TOJ 30% Visitor:	573,742	649,686	75,944
					TOJ 10% General:	191,247	216,562	25,315

