

TOWN COUNCIL REGULAR MEETING
Monday, June 18, 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 may encompass all areas, participants, and audience members. *Please silence all electronic devices during the meeting.*

I. OPENING

- I. A. Call to Order / Roll Call
- I. B. Pledge of Allegiance
- I. C. Announcements
 - 1. Employee Introductions: Sam Stephens, Senior Collection System Operator; CJ Proctor and Forrest Spence, Police Officers
 - 2. Proclamation for Professional Engineers Day

Documents:

[ProclamProEngineersDay.pdf](#)

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

- III. A. Meeting Minutes:
 - 1. June 4, 2018 regular meeting
- III. B. Disbursements
- III. C. May 2018 Municipal Court Report
- III. D. Friends of Pathways Malt Beverage Permit
- III. E. Bid 19-01: Notice of Award for the FY2019 Chip Seal Project
- III. F. Special Event: Paws of Jackson Hole Tux and Tails Gala
- III. G. Special Event: Jackson Hole Lions Club 4th of July Breakfast
- III. H. Special Event: Federal Electric Contractors Reserved Parking for Historic Yellowstone Bus
- III. I. Special Event: Osprey Beverages Budweiser Clydesdales
- III. J. Temporary Sign Permit: Indian Art Closing (P18-190)
- III. K. Temporary Sign Permit: White Horse Social (P18-192)

Documents:

[A_MeetingMinutes-060418.pdf](#)
[B_Disbursements-06142018.pdf](#)
[C_May2018MunicipalCourtReport.pdf](#)
[D_FriendsOPathwaysMaltBeveragePermit.pdf](#)
[E_Bid19-01_ChipSealProject.pdf](#)
[F_SpEvent_PAWSTuxandTails.pdf](#)
[G_SpEvent_LionsJuly4Breakfast.pdf](#)
[H_SpEvent_FECYellowstoneBus.pdf](#)
[I_SpEvent_ClydesdaleHorsesTownSquare.pdf](#)
[J_TempSign_IndianArtsClosing.pdf](#)

IV. PUBLIC HEARINGS, DISCUSSION AND/OR ACTION ITEMS

IV.A. Administration

1. Public Hearing for the Fiscal Year 2019 Town Budget (Kelly Thompson, Finance Director)
2. Teton Brewing Company LLC request for Outdoor Service (Sandy Birdyshaw, Town Clerk)
3. Garage Parking Lease with Jackson Hole Airport for Ride2Fly (Larry Pardee, Town Manager)

Documents:

[PublicHearingTownBudget.pdf](#)
[TetonBrewingOutdoorService.pdf](#)
[ParkingLeaseAirporRide2Fly.pdf](#)
[ParkingLeaseDraft-AirportRide2Fly.pdf](#)

IV.B. Planning

1. Item P18-072: Subdivision Plat for 301 Hidden Hollow Drive (Brendan Conboy, Associate Planner)
Draft documents attached 6/18 below (Agreement and Easements)
2. Item P18-081: Final Plat for 831 Upper Cache Creek Drive (Brendan Conboy, Associate Planner)
3. Item P18-169: Boundary Adjustment without Plat at 310 Aspen Drive (Tyler Valentine, Senior Planner)

Documents:

[P18-072_SubdivisionPlatHiddenHollow.pdf](#)
[P18-072_Agreement-PathwayEasement-UtilityEasement.pdf](#)
[P18-081_FinalPlat831UpperCacheCk.pdf](#)
[P18-169_BoundaryAdj310AspenDr.pdf](#)

IV.C. Transit

1. RFP 18-18: Award for START Mobile Ticketing / Electronic Fare System (Darren Brugmann, START Director)

Documents:

[RFP18-18_STARTElectronicFare.pdf](#)

V. RESOLUTIONS

- A. Resolution 18-13: A Resolution Amending the Fiscal Year 2018 Town of Jackson Budget (Kelly Thompson, Finance Director)
- B. Resolution 18-14: A Resolution Adopting the Fiscal Year 2019 Town of Jackson Budget (Kelly Thompson, Finance Director)

Documents:

[Res18-13_BudgetAMD4_REVISED_06-15.pdf](#)
[Res18-14_FY2019BudgetAdoption.pdf](#)

VI. ORDINANCES

- VI. A. Ordinance M: An Ordinance Establishing Chapter 9.26 in the Town of Jackson

Municipal Code regarding Non-Discrimination (Presented for 1st Reading, Audrey Cohen-Davis)

Documents:

[Nondiscrimination SRwOrd 06182018.pdf](#)

VII. MATTERS FROM MAYOR AND COUNCIL

A. Scheduling:

1. June 25th Special Council Meeting moved from 1pm to 6pm (Districts 3-6 Zoning)

2. July 2nd JIM, request to begin at 2pm (Housing Ordinances)

B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

Documents:

[TownManagerReport061818.pdf](#)

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.

Proclamation

National Professional Engineers Day

WHEREAS, Licensed professional engineers are dedicated to applying scientific knowledge, mathematics, and ingenuity to develop solutions for technical, societal, and commercial problems while holding paramount the public health, safety, and welfare; and

WHEREAS, Jackson's licensed professional engineers have made significant contributions on a local and national scale; and

WHEREAS, Jackson's economy has grown, in part, because its licensed professional engineers are instrumental to our community; and

WHEREAS, August 1, 2018, has been declared PROFESSIONAL ENGINEERS DAY by the Wyoming Society of Professional Engineers in conjunction with the National Society of Professional Engineers, an organization founded in 1934 that represents the interests of more than 31,000 licensed professional engineers and those on the path to licensure, who show the highest level of dedication to their profession in all 50 states and US territories;

NOW, THEREFORE, I, Pete Muldoon, Mayor of the Town of Jackson, by the authority vested in me, hereby proclaim **August 1, 2018** as **PROFESSIONAL ENGINEERS DAY** in Jackson, Wyoming, and call upon all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Jackson.

DATED THIS 18th DAY OF JUNE 2018.

Town of Jackson

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS

JUNE 4, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:02 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

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

STAFF: Larry Pardee, Roxanne Robinson, Audrey Cohen-Davis, Tyler Sinclair, Roger Shultz, Kelly Thompson, Darren Bruggmann, Steve Ashworth, Johnny Ziem, Brian Schilling, Carl Pelletier, and Sandy Birdyshaw

Mayor Muldoon introduced new Community Service Officer Thomas Raab and welcomed Larry Pardee to his first meeting as Town Manager. The Mayor made comment on the portrayal of Native Americans in the Old West Days Parade.

Public Comment: none

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

- A. **To approve the meeting minutes for the May 21 workshop, May 21 regular meeting, and May 29, 2018 special meeting as presented.**
- B. **Disbursements.** To approve the disbursements as presented. Jackson Curbside \$810.00, Carquest \$595.80, Cash \$191.75, Safety Supply \$620.64, Ace Hardware \$765.31, Delcon \$23000.00, Jackson Hole Historical \$1875.00, A-core of Idaho \$400.00, Evans Construction \$92909.63, Utility Technical Service \$5593.54, High Country Linen \$1700.91, Jackson Hole News & Guide \$3228.06, Jorgensen Associates \$18826.37, LVLP \$13089.62, Nelson Engineering \$13657.56, Smith Power Products \$539.18, Watts Steam Store \$4250.00, Napa \$1396.01, Teton Motors \$408.55, Wort Hotel \$772.00, CDW-Government \$24990.76, Animal Care Clinic \$88.90, White Glove Cleaning \$2193.75, Hunt Construction \$6299.50, Centurylink \$249.75, Macy's Service \$2757.00, USA Blue Book \$893.05, Sunrise Environmental \$1191.19, Energy Laboratories \$212.00, Grafix Shoppe \$124.49, Alan's Welding \$18.25, Teton County Transfer Station \$156.00, One Call of Wyoming \$303.75, Todd Smith \$283.50, Entenmann-Rovin \$338.00, Wyoming.com \$10.00, AT&T \$233.69, Verizon Wireless \$7396.27, Xerox \$1182.24, Employers Council \$716.60, Kenworth \$315.70, Ranch Inn \$200.00, Westwood Curtis \$1190.00, James Bristol \$1540.00, ER Office \$478.61, Exposure Signs \$250.00, Advanced Glass Trim \$240.00, Johnson Roberts & Associates \$18.10, Darin Martens Design \$2149.00, Audrey Cohen-Davis \$39.86, Home Health for Pets \$1022.00, Thomson West \$1093.41, Charter \$1612.26, Wyoming State Board \$80.00, Gillig \$1475.24, Eleaven Food Company \$960.00, Warner Truck Center \$781.00, Sherwin-Williams \$905.16, Coban Technologies \$500.00, Team Laboratories \$847.50, Korem Corporation \$12630.00, C&A Professional Cleaning \$9384.21, Schow's Truck Center \$172.16, Snake River Roasting \$193.67, Fleetpride \$306.18, Silverstar \$2313.28, Ron's Towing \$200.00, Big R \$212.94, Control System Technology \$9597.00, Best Best & Kreiger \$2153.41, HD Fowler \$2029.72, Swagit \$920.00, Oldcastle Precast \$280.00, Trefonas Law \$228.60, Anthony Uhl \$352.00, Cornforth Consultants \$9722.00, ISC \$139333.95, Department of Family Services \$30.00, All American Publishing \$299.00, Kellerstrass \$26972.98, Wrench It \$329.94, Newlevel Group \$5440.53, PSA Worldwide \$2582.39, Snake River MEP \$680.00, Snake River Supply \$35586.00, Ray Sawdy \$100.00, Alpha Software \$2875.50, Amazon \$3560.48, Lenovo \$21338.09, Greenway Painting \$475.00, Mary Vande Keift \$1049.33, Teton Tools \$148.40, John Foster \$138.00, Ron Hurst \$138.00, John Singh \$100.00, Dude Solutions \$3847.73, Hole Food Rescue \$2500.00, David Stubbs \$4665.00, Buckrail \$375.00, Intellichoice \$23172.50, Sam Stephens \$232.45, Mobycon \$10080.00, Chad Spracklen \$1500.00, Stephen Brafford \$545.66, Arturo Clement \$750.00, Dale Goodman \$428.41, Mauricio, Morales-Mejia \$200.00, Alyson Bowers \$374.96, Jacob Normond \$100.00, Sargent Investigations \$30.00, Richard Ashburn \$6800.00, Keely Herron \$1024.00, Anna White \$391.58, Joshua Elwell \$740.00, Minuteman Security \$525.00
- C. **Special Event: Jackson Hole Live Concert Series.** To approve the special event application by made Center Management Inc. for the JacksonHoleLive 2018 Concert Series, subject to the conditions and restrictions listed in the staff report.
- D. **Special Event: Jackson Hole Farmer's Market on the Town Square.** To approve the application made by Jackson Hole Farmers Market on the Town Square for the Farmers Market on Town Square special event, subject to the conditions and restrictions listed in the staff report.

- E. **Special Event: WYO Country Fest Summer Concert Series.** To approve the special event application made by Gunslinger Productions for the WYO Country Fest summer concert series, subject to the conditions and restrictions listed in the staff report.
- F. **Temporary Sign Permit: Jackson Hole Land Trust (P18-167).** To approve the temporary banners in conjunction with JH Land Trust, subject to three (3) conditions of approval.
- G. **Temporary Sign Permit: Tin Cup Challenge (P18-168).** To approve the temporary banners in conjunction with John Finley and the Tin Cup Challenge, subject to three (3) conditions of approval.
- H. **Temporary Sign Permit: Meridian Trust (P18-172).** To approve the temporary banners in conjunction with Meridian Trust, subject to three (3) conditions of approval.
- I. **Temporary Sign Permit: Public Historic Walking Tour.** To approve the temporary banners in conjunction with Travel Story GPS and JH History Museum, subject to three (3) conditions of approval.

Mayor Muldoon called for the vote on the motion to approve the consent calendar. The vote showed 4-0 in favor with Lenz absent. The motion carried.

RFP 18-19: Award for START Mobile Ticketing / Electronic Fare System. Darren Brugmann and Larry Pardee made staff comment. Discussion followed on creating a system which would be more rider-friendly for visitors and residents.

A motion was made by Jim Stanford and seconded by Bob Lenz to continue this item to the June 18, 2018 Regular Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Karns Meadow Memorandum of Agreement for Environmental Assessment. Steve Ashworth made staff comment. Discussion followed on revising the Memorandum to allow the Town to provide additional funding if needed based on request for proposal responses.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the Memorandum of Agreement between the Town of Jackson and the Jackson Hole Land Trust for the funding of the Karns Meadow Park Environmental Assessment, not to exceed \$35,000, subject to modifications discussed today and review by the Town Attorney. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Budget Discussion. Larry Pardee made staff comment on changes made to the proposed budget as had been previously recommended by administration and Council. Discussion followed on changing earmarked funds from affordable housing to employee housing.

A motion was made by Jim Stanford and seconded by Bob Lenz to appropriate \$1 million to employee housing from the affordable housing fund. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Discussion followed salary adjustments for law enforcement. Roxanne Robinson made staff comment on historical increases and market data.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to accept changes to the budget as presented in the budget memo. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Microbrewery Permit and Restaurant Liquor License for Get Loose, LLC dba Roadhouse Brewing Co. Pub & Eatery. Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear any protest against the issuance of this license. None were presented. Mayor Muldoon closed the public hearing. Colby Cox of Get Loose, LLC made comment on brewing operations.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to approve the issuance of a restaurant liquor license and a dual microbrewery permit to Get Loose LLC d/b/a Roadhouse Brewing Co Pub & Eatery for the remaining license year ending March 31, 2019, subject to the conditions and restrictions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that all conditions of approval have been met within the timeframe set forth in current Wyoming Statute 12-4-103(a)(iv).

- 1) Prior to commencing microbrewery operations and alcohol and malt beverage sales, the applicant shall have complied with all Town of Jackson Building Codes, Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk.
- 3) Any additional minor corrections deemed necessary by staff or the Wyoming Liquor Division.
- 4) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.

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

Memorandum of Understanding for Blair Drive Kids Bike Loop with Mountain Bike the Tetons. Brian Schilling made staff comment. John Graham made public comment requesting mitigation between the bike skills area and his newly purchased property.

A motion was made by Bob Lenz and seconded by Don Frank to the Memorandum of Understanding with Mountain Bike the Tetons for the construction, stewardship, and maintenance of the Blair Drive Kids Bike Loop Project and direct staff to proceed with project implementation as presented. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Tyler Sinclair and Audrey Cohen-Davis made staff comment and discussion continued on encroachment agreements in place and reviewing properties adjacent to the Town’s parcel.

Item P18-046: Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane. This item was moved to the August 6, 2108 Regular Council Meeting.

P18-047, 48, 49: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit at 235 & 255 Veronica Lane. A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue this item to August 6, 2108. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

P18-072: Subdivision Plat for 301 Hidden Hollow Drive. A motion was made by Hailey Morton Levinson and seconded by Don Frank to continue this item to June 18, 2108. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

ORDINANCE E

AN ORDINANCE ADDING CHAPTER 12.32 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGULATING USE OF AND ON THE PATHWAYS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

ORDINANCE F

AN ORDINANCE ADDING CHAPTER 10.13 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROVIDING FOR THE USE AND REGULATION OF ELECTRIC BICYCLES ON THE STREETS AND PATHWAYS OF THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 661 AND SECTION 10.04.205 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING ELECTRIC BICYCLES WITHIN ON-STREET BIKELANES AND PATHWAYS IN THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Public comment was given by Amberly Baker, Shannon McCormick, Aaron Chapel, Michael Lynch, and Brian Schilling.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance E on third reading and designate it Ordinance 1192. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance F on third reading and designate it Ordinance 1193. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance H on third reading and designate it Ordinance 1194. Mayor Muldoon called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve Council travel to the CAST meeting in Crested Butte in August 2018. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve reasonable travel expenses for a few residents in the Wind River Reservation to come to a Council meeting and share their story. The vote showed all in favor and the motion carried.

Jim Stanford made comment on creating a Home Mail Delivery Taskforce and bringing back to Council if there are substantial steps that the Town could take to increase postal services.

Town Manager’s Report. Larry Pardee reported that he and Mr. McLaurin would be traveling to Cheyenne this week to dispute the sewer fee assessment.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Don Frank to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:48 p.m.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk
minutes: spb
Published JH News & Guide: June 13, 2018

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5	CARQUEST AUTO PARTS INC.	6090-386981	TRANSMISSION FILTER	05/04/2018	22.28	.00	
5	CARQUEST AUTO PARTS INC.	6090-387574	LUG NUT M12-1.5	05/09/2018	8.94	.00	
5	CARQUEST AUTO PARTS INC.	6090-387579	LUG NUT	05/09/2018	18.90	.00	
5	CARQUEST AUTO PARTS INC.	6090-390173	PAINTED ROTOR, BRK PADS S	05/29/2018	95.36	.00	
Total 5:					145.48	.00	
13	SAFETY SUPPLY & SIGN CO., I	164135	DICKIE 18X18 VINYL FLAG REF	05/15/2018	4,255.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	164152	REC CUST, NO PARKING SYMB	05/15/2018	79.25	.00	
Total 13:					4,334.25	.00	
44	JACKSON HOLE CHAMBER	070118	4TH OF JULY PARADE ENTRY	07/01/2018	25.00	.00	
Total 44:					25.00	.00	
51	ACE HARDWARE	604168	SPRY MARKING GRN, PNK, WH	05/08/2018	671.28	.00	
51	ACE HARDWARE	604169	GAS CAN PLASTIC	05/08/2018	44.99	.00	
51	ACE HARDWARE	607454	HAMMER RIP 20OZ FIB, TAPE F	05/30/2018	20.48	.00	
51	ACE HARDWARE	607606	GARAG SURG BLK	05/31/2018	34.99	.00	
51	ACE HARDWARE	607629	UNIVERSAL FLAP.CAHIN, RUST	05/31/2018	47.95	.00	
51	ACE HARDWARE	608487	SMARTFLO MAX HOSE, BIBB H	06/05/2018	67.96	.00	
51	ACE HARDWARE	608610	BIT DRILL TURBOMAX	06/06/2018	7.49	.00	
51	ACE HARDWARE	608659	KEYBLANK KWIKSET KW1 ACE	06/06/2018	11.96	.00	
51	ACE HARDWARE	608699	TROWEL HAND POLY 10", SPR	06/06/2018	12.47	.00	
51	ACE HARDWARE	608790	ANCHR DRV	06/07/2018	2.40	.00	
51	ACE HARDWARE	608816	LARGE MANGETIC KEY CASE	06/07/2018	5.99	.00	
Total 51:					927.96	.00	
55	TETON COUNTY SHERIFF'S-JAI	509	MAY INMATES	06/05/2018	648.00	.00	
Total 55:					648.00	.00	
65	DELCON INC	18066	WO#: 013840- DISCONNECT FL	04/30/2018	740.00	.00	
Total 65:					740.00	.00	
70	THYSSEN KRUPP ELEVATOR C	3003925986	GOLD- FULL MAINTENANCE SE	06/01/2018	288.39	.00	
Total 70:					288.39	.00	
81	EVANS CONSTRUCTION INC	187094B	TICKET #: 140154313	05/24/2018	100.00	100.00	06/06/2018
81	EVANS CONSTRUCTION INC	187229	TICKET # 70178928	05/03/2018	1,925.63	.00	
81	EVANS CONSTRUCTION INC	187277	TICKETS # 70178940 & 7017894	05/31/2018	3,310.13	.00	
81	EVANS CONSTRUCTION INC	187452	TICKET #: 140155250& 1401552	06/05/2018	395.60	.00	
Total 81:					5,731.36	100.00	
96	HIGH COUNTRY LINEN	0061745	MATS @ TOWN HALL	04/10/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0065511	MATS @ TOWN HALL	05/08/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0068013	MATS @ SHELTER	05/23/2018	61.93	.00	
96	HIGH COUNTRY LINEN	0070295	MATS @ TOWN HALL	06/05/2018	215.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0070514	MATS @ SHELTER	06/06/2018	61.93	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: SEWER	06/07/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: WATER	06/07/2018	36.37	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: STREET	06/07/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: FLEET	06/07/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: WWTP	06/07/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0070755	BUILDING MAINT @ PW	06/07/2018	59.05	.00	
96	HIGH COUNTRY LINEN	0070755	UNIFORMS: ADMIN	06/07/2018	9.70	.00	
96	HIGH COUNTRY LINEN	S0064578	BUILDING MAINT @ TOJ RESTR	05/01/2018	438.75	.00	
96	HIGH COUNTRY LINEN	S0066482	BUILDING MAINT @ TOJ RESTR	05/14/2018	239.25	.00	
96	HIGH COUNTRY LINEN	S0070957	BUILDING MAINT @ PW- TORK	06/07/2018	43.70	.00	
Total 96:					1,745.11	.00	
114	JACKSON LUMBER INC	00350150-001	CORNER BRACE, THREADED A	06/05/2018	68.29	.00	
114	JACKSON LUMBER INC	00353143-001	SELECT STRUC KD FIR	06/13/2018	10.32	.00	
114	JACKSON LUMBER INC	00353361-001	STAKES, LATHPB	06/13/2018	62.21	.00	
Total 114:					140.82	.00	
131	JACKSON HOLE NEWS & GUID	245672	AD#345672	06/06/2018	422.40	.00	
131	JACKSON HOLE NEWS & GUID	278044	AD#344994	05/02/2018	79.20	.00	
131	JACKSON HOLE NEWS & GUID	278045	AD#344630	05/02/2018	422.40	.00	
131	JACKSON HOLE NEWS & GUID	278394	AD#346370	05/09/2018	31.80	.00	
131	JACKSON HOLE NEWS & GUID	278395	AD@#346369	05/09/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	278396	AD#346368	05/09/2018	35.78	.00	
131	JACKSON HOLE NEWS & GUID	278397	AD#346371	05/09/2018	39.75	.00	
131	JACKSON HOLE NEWS & GUID	279046	AD#347238	05/23/2018	67.58	.00	
131	JACKSON HOLE NEWS & GUID	279306	AD#347239	05/30/2018	95.40	.00	
131	JACKSON HOLE NEWS & GUID	279307	AD#347191	05/30/2018	218.40	.00	
131	JACKSON HOLE NEWS & GUID	279308	AD#347582	05/30/2018	127.20	.00	
131	JACKSON HOLE NEWS & GUID	279309	AD#347585	05/30/2018	123.23	.00	
131	JACKSON HOLE NEWS & GUID	279310	AD#347586	05/30/2018	723.45	.00	
131	JACKSON HOLE NEWS & GUID	279362	AD#347587	05/30/2018	31.80	.00	
131	JACKSON HOLE NEWS & GUID	279363	AD#347588	05/30/2018	23.85	.00	
131	JACKSON HOLE NEWS & GUID	279401	AD#345671	05/31/2018	1,297.92	.00	
131	JACKSON HOLE NEWS & GUID	279402	AD#347718	05/31/2018	128.14	.00	
131	JACKSON HOLE NEWS & GUID	279403	AD#347188	05/31/2018	424.42	.00	
131	JACKSON HOLE NEWS & GUID	279404	AD#344631	05/31/2018	1,081.60	.00	
131	JACKSON HOLE NEWS & GUID	279405	AD#346672	05/31/2018	512.56	.00	
131	JACKSON HOLE NEWS & GUID	279913	AD#347830	06/06/2018	151.05	.00	
131	JACKSON HOLE NEWS & GUID	279915	AD#279915	06/06/2018	143.10	.00	
131	JACKSON HOLE NEWS & GUID	279916	AD#347832	06/06/2018	254.40	.00	
131	JACKSON HOLE NEWS & GUID	279916	AD#347832	06/06/2018	254.40	.00	
131	JACKSON HOLE NEWS & GUID	279917	ADD#347833	06/06/2018	465.08	.00	
131	JACKSON HOLE NEWS & GUID	279918	AD#347923	06/06/2018	218.40	.00	
131	JACKSON HOLE NEWS & GUID	279919	AD#347834	06/06/2018	103.35	.00	
131	JACKSON HOLE NEWS & GUID	279920	AD@347261	06/06/2018	276.20	.00	
131	JACKSON HOLE NEWS & GUID	279984	AD#347835	06/06/2018	27.83	.00	
Total 131:					7,816.47	.00	
156	LOWER VALLEY ENERGY INC	92050 053118	930 simon lane	05/31/2018	72.19	72.19	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	145 WEST HANSEN	05/31/2018	60.71	60.71	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	145 WEST HANSEN	05/31/2018	32.69	32.69	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	145 WEST HANSEN	05/31/2018	25.02	25.02	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	145 WEST HANSEN	05/31/2018	58.38	58.38	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	940 SIMON LANE	05/31/2018	81.36	81.36	06/05/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050 053118	174 N KING	05/31/2018	303.22	303.22	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	455 VIN STREET	05/31/2018	40.49	40.49	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	55 VIRGINIAN	05/31/2018	61.09	61.09	06/05/2018
156	LOWER VALLEY ENERGY INC	92050 053118	55 VIRGINIAN	05/31/2018	26.64	26.64	06/05/2018
156	LOWER VALLEY ENERGY INC	92050-017- 05/	92050-017: INTERMED TREATM	05/31/2018	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-021- 05/	92050-021: 150 E PEARL AVE	05/31/2018	1,410.07	.00	
156	LOWER VALLEY ENERGY INC	92050-025- 05/	92050-025: SK W NEW SHOP	05/31/2018	445.42	.00	
156	LOWER VALLEY ENERGY INC	92050-047- 05/	92050-047: UV BUILDING	05/31/2018	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-051- 05/	92050-051: WELL #5	05/31/2018	1,940.42	.00	
156	LOWER VALLEY ENERGY INC	92050-114- 05/	92050-114: HOME RANCH RSTR	05/31/2018	204.98	.00	
156	LOWER VALLEY ENERGY INC	92050-131- 05/	92050-131: 195 E DELONEY RS	05/31/2018	67.94	.00	
156	LOWER VALLEY ENERGY INC	92050-357- 05/	92050-357: KARNS MEADOW ST	05/31/2018	223.04	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-045: TOWN SQUARE LIG	05/31/2018	47.27	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-050: WATER TANK JXN	05/31/2018	20.46	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-081: PEARL ST IRR CON	05/31/2018	19.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:71	92050-074: CRABTREE LANE T	05/31/2018	16.24	.00	
Total 156:					5,189.55	761.79	
166	TETON COUNTY-FUND 19	053118	MAY 2018 PARKS & REC	05/31/2018	20,375.25	.00	
Total 166:					20,375.25	.00	
187	NELSON ENGINEERING	47144	PROJ: 14-175-03 WEST BROAD	05/29/2018	23,591.00	.00	
Total 187:					23,591.00	.00	
215	RED'S AUTO GLASS, INC.	I034702	LABOR: INSTALL GLASS DOOR	04/26/2018	85.00	.00	
Total 215:					85.00	.00	
226	O'RYAN CLEANERS	1000805-06-01	DRY CLEANING	06/01/2018	181.98	.00	
Total 226:					181.98	.00	
241	ST JOHN'S HOSPITAL	053118	CLINIC NUMBER 30726702 0531	05/31/2018	715.00	.00	
241	ST JOHN'S HOSPITAL	30800642-000	EMERGENCY ROOM VISIT	05/15/2018	372.50	.00	
Total 241:					1,087.50	.00	
251	STANDARD PLUMBING SUPPLY	HKKW89	METAL CUTS BLADE- CUTTER	06/11/2018	31.96	.00	
Total 251:					31.96	.00	
257	NAPA AUTO PARTS INC.	775140	WHEEL COVER PAINTED	05/08/2018	19.99	.00	
257	NAPA AUTO PARTS INC.	779292	FLASHER	05/30/2018	48.85	.00	
257	NAPA AUTO PARTS INC.	779437	NAPAGOLD OIL FILTERS, AIR FI	05/30/2018	249.04	.00	
257	NAPA AUTO PARTS INC.	779444	NAPAGOLD AIR FILTER	05/30/2018	23.74	.00	
257	NAPA AUTO PARTS INC.	781151	BATFILL	06/07/2018	12.28	.00	
Total 257:					353.90	.00	
268	TETON MOTORS INC	5085882	CONDENSER	05/22/2018	146.28	.00	
268	TETON MOTORS INC	5085883	PAD KIT, ROTOR	05/22/2018	523.60	.00	
268	TETON MOTORS INC	5085963	CREDIT: ROTOR	05/29/2018	400.40-	.00	
Total 268:					269.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
284	THOMPSON PALMER & ASSOCI	68324	CONSULTING TOWN BUDGET	05/31/2018	475.00	.00	
	Total 284:				475.00	.00	
328	842-NCPERS GROUP WYOMIN	842618	PAYROLL DEDUCTIONS	05/23/2018	80.00	80.00	06/06/2018
	Total 328:				80.00	80.00	
383	ANTLER MOTEL, INC.	051718	ROOMS @ 49ER FOR CANIDID	05/17/2018	1,375.00	.00	
	Total 383:				1,375.00	.00	
406	WYOMING LAW ENFORCEMEN	A-428	TRAINING MATTSON	05/15/2018	1,692.70	.00	
	Total 406:				1,692.70	.00	
472	WHITE GLOVE CLEANING, INC.	34827	MOVE OUT HOUSE CLEANING	06/04/2018	298.76	.00	
	Total 472:				298.76	.00	
502	ELECTRICAL WHSLE SUPPLY C	S4466112.001	PLSTC TAPE, ELECT TAPE, CO	05/17/2018	77.01	.00	
	Total 502:				77.01	.00	
503	HUNT CONSTRUCTION INC	7828	CRACK REPAIR @ FLAT CREEK	06/11/2018	4,390.00	.00	
	Total 503:				4,390.00	.00	
544	CENTURYLINK	1441192058	75912352 0518	05/19/2018	240.80	.00	
	Total 544:				240.80	.00	
552	RENDEZVOUS ENGINEERING,	20613	JOB #: 18-010- TOJ PUBLIC WO	05/31/2018	2,889.85	.00	
552	RENDEZVOUS ENGINEERING,	20614	PROJ: 18-011- TOJ 2022 WILD F	05/31/2018	65.00	.00	
	Total 552:				2,954.85	.00	
563	WESTBANK SANITATION	2863002	940 Simon Lane	06/01/2018	46.69	.00	
563	WESTBANK SANITATION	2863373	WWTP- TRASH SERVICE FOR J	06/01/2018	613.03	.00	
	Total 563:				659.72	.00	
605	CNA SURETY	070318	BOND FOR CLERKS & TREASU	06/30/2018	609.50	.00	
	Total 605:				609.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	024-55103-1	LABOR, MICS SERVICE, PARTS	03/31/2017	681.34	.00	
	Total 611:				681.34	.00	
614	TETON COUNTY TREASURER	061518	ELECTRICAL FEES COLLECTE	06/15/2018	58,830.12	.00	
	Total 614:				58,830.12	.00	
618	ZYLAB INTERNATIONAL INC.	V180_180065	WEBSERVER LICENSES 070118	05/29/2018	5,195.50	.00	
	Total 618:				5,195.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
668	FREEDOM MAILING SERVICE I	33763	UTILITY BILLING	06/08/2018	897.13	.00	
668	FREEDOM MAILING SERVICE I	33763	UTILITY BILLING	06/08/2018	897.14	.00	
Total 668:					1,794.27	.00	
708	DELTA DENTAL PLAN OF WYO	053118	MAY CLAIMS	05/31/2018	9,964.90	9,964.90	06/06/2018
Total 708:					9,964.90	9,964.90	
721	EMERG + A + CARE	943222861	WORK EXAM	06/01/2018	251.00	.00	
Total 721:					251.00	.00	
831	RST SAND & GRAVEL	16158	TICKET # 20945- TOPSOIL SCR	06/08/2018	147.20	.00	
Total 831:					147.20	.00	
861	ROTARY CLUB OF JACKSON H	030118	QUARTLY DUES MARCH & APR	04/30/2018	392.00	.00	
Total 861:					392.00	.00	
937	AERATION INDUSTRIES INT. IN	0156108	EPOXY FILTER COVER FITS	05/31/2018	797.65	.00	
Total 937:					797.65	.00	
996	TETON COUNTY SPECIAL FIRE	053018C	MAY 2018 CAPTIAL	05/30/2018	16,453.80	.00	
996	TETON COUNTY SPECIAL FIRE	053018M	MAY 2018 CAPTIAL	05/30/2018	24,311.75	.00	
Total 996:					40,765.55	.00	
1022	GALLS INC.	009302590	UNIFORMS	02/09/2018	92.00	.00	
1022	GALLS INC.	009937140	MENS TWILL PDU	05/17/2018	171.50	.00	
1022	GALLS INC.	009985801	RADIO HOLDER	05/24/2018	80.00	.00	
Total 1022:					343.50	.00	
1134	ENERGY LABORATORIES INC.	158500	INFLUENT, EFFLUENT	05/31/2018	106.00	.00	
Total 1134:					106.00	.00	
1355	TETON COUNTY TRANSFER ST	367434	DIM/LUMBER	05/03/2018	129.00	.00	
Total 1355:					129.00	.00	
1443	TETON COUNTY CLERK	053118FE	JUNE 2018 FIRE/EMS	05/31/2018	101,360.75	.00	
1443	TETON COUNTY CLERK	053118HA	JUNE 2018 HOUSING	05/31/2018	13,049.50	.00	
1443	TETON COUNTY CLERK	053118PR	JUNE 2018 PARKS & REC	05/31/2018	90,986.59	.00	
1443	TETON COUNTY CLERK	053118PR	JUNE 2018 PARKS & REC	05/31/2018	21,949.66	.00	
1443	TETON COUNTY CLERK	117	PROFESSIONAL SERVICES - C	03/31/2008	548.56	.00	
Total 1443:					227,895.06	.00	
1504	ONE CALL OF WYOMING	48630	TICKETS FOR MAY 2018 CDC C	06/05/2018	123.75	.00	
1504	ONE CALL OF WYOMING	48630	TICKETS FOR MAY 2018 CDC C	06/05/2018	123.75	.00	
Total 1504:					247.50	.00	
1505	SPRING CREEK ANIMAL HOSPI	624921830	MEDS	05/03/2018	30.39	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	624922066	ANIMAL CARE	05/08/2018	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	624922066	ANIMAL CARE	05/08/2018	99.97	.00	
1505	SPRING CREEK ANIMAL HOSPI	624922598	ANIMAL CARE	05/17/2018	37.96	.00	
1505	SPRING CREEK ANIMAL HOSPI	624922630	PET FOOD	05/18/2018	34.23	.00	
1505	SPRING CREEK ANIMAL HOSPI	624922915	CANINE FOOD	05/23/2018	211.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	624922934	MEDS	05/23/2018	14.28	.00	
Total 1505:					443.01	.00	
1560	BLUE SPRUCE CLEANERS,INC	060118	DRY CLEANING	06/01/2018	338.68	.00	
Total 1560:					338.68	.00	
1614	TETON COUNTY-FUND 10	053018D	MAY 2018 DISPATCH	05/30/2018	24,184.80	.00	
1614	TETON COUNTY-FUND 10	053018K	MAY 2018 KOHLHARDT	05/30/2018	4,321.05	.00	
1614	TETON COUNTY-FUND 10	053018N	MAY 2018 NORTON	05/30/2018	7,391.36	.00	
1614	TETON COUNTY-FUND 10	053018P	MAY 2018 PATHWAYS	05/30/2018	10,244.25	.00	
Total 1614:					46,141.46	.00	
1640	WESTERN STATES	IN000613838	CONTRACT SUMMARY	04/10/2018	1,173.75	.00	
1640	WESTERN STATES	IN000613838	CONTRACT SUMMARY	04/10/2018	391.25	.00	
1640	WESTERN STATES	IN000663054	HOSE AS	05/21/2018	127.72	.00	
Total 1640:					1,692.72	.00	
1764	WYOMING.COM INC	1815194	DOMAIN HOSTING	06/05/2018	5.00	.00	
Total 1764:					5.00	.00	
1783	AT&T	05162018	MONTHLY CHARGES	05/08/2018	64.70	.00	
1783	AT&T	287279795460	MONTHLY CHARGES	05/19/2018	247.56	247.56	06/07/2018
Total 1783:					312.26	247.56	
1949	VERIZON WIRELESS	9808276129	MONTHLY SERVICES	05/02/2018	5,323.26	.00	
1949	VERIZON WIRELESS	9808276130	MONTHLY SERVICES	05/02/2018	1,542.88	.00	
Total 1949:					6,866.14	.00	
2175	DIVISION OF VICTIM SERVICES	060118	Crime surcharge 16-01-0105, 17-	06/01/2018	300.00	300.00	06/04/2018
Total 2175:					300.00	300.00	
2179	XEROX CORPORATION	093414398	CONTRACT COPIER	06/01/2018	96.49	.00	
2179	XEROX CORPORATION	093414399	CONTRACT COPIER	06/01/2018	292.16	.00	
2179	XEROX CORPORATION	093414400	CONTRACT COPIER	06/01/2018	225.94	.00	
2179	XEROX CORPORATION	093414401	CONTRACT COPIER	06/01/2018	60.10	.00	
2179	XEROX CORPORATION	093414417	CONTRACT COPIER	06/01/2018	16.78	.00	
Total 2179:					691.47	.00	
2380	EMPLOYERS COUNCIL SERVIC	0000214242	TRAVEL EXPENSES	05/29/2018	180.62	.00	
Total 2380:					180.62	.00	
2383	COVENANT INSURANCE GROU	053118	CONSULTING agreement 07/01/1	05/31/2018	6,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2383:					6,750.00	.00	
2486	JH APPLIANCE	33653	SERVICE CHARGE TECH @ 685	05/21/2018	79.00	.00	
Total 2486:					79.00	.00	
2556	TETON WATER WORKS	053118	RESTITUTION CASE#17-07-000	05/31/2018	100.00	100.00	06/04/2018
Total 2556:					100.00	100.00	
2614	PLANET JACKSON HOLE, INC	053118	ADS	05/31/2018	1,008.00	.00	
Total 2614:					1,008.00	.00	
2802	WESTWOOD CURTIS	20617	PROJ: 18-037 TOJ PUBLIC WOR	05/31/2018	1,680.00	.00	
2802	WESTWOOD CURTIS	20624	PROJ: 18-026 BROADWAY SPE	05/31/2018	474.76	.00	
Total 2802:					2,154.76	.00	
2814	TERRA FIRMA ORGANICS, INC	3672	SORTING OF MATERAIL FOR S	05/21/2018	1,000.00	.00	
Total 2814:					1,000.00	.00	
2842	YELLOW IRON EXCAVATION, L	28139	455 VINE DRIVE	05/31/2018	17.50	17.50	06/04/2018
2842	YELLOW IRON EXCAVATION, L	28139	455 VINE DRIVE	05/31/2018	17.50	17.50	06/04/2018
2842	YELLOW IRON EXCAVATION, L	28139	455 VINE DRIVE	05/31/2018	17.50	17.50	06/04/2018
2842	YELLOW IRON EXCAVATION, L	28139	455 VINE DRIVE	05/31/2018	17.50	17.50	06/04/2018
2842	YELLOW IRON EXCAVATION, L	28240	PROJ: TOWN AHLL- MAY 4 YAR	05/31/2018	200.00	.00	
2842	YELLOW IRON EXCAVATION, L	28241	TRASH REMOVAL MAY 2018 @	05/31/2018	325.00	.00	
Total 2842:					595.00	70.00	
2850	LDA INC.	2597	SHIPPING- WATER SAMPLES	06/06/2018	60.06	.00	
Total 2850:					60.06	.00	
3037	CHIEF	7734	JR BADGES	05/04/2018	1,335.25	.00	
Total 3037:					1,335.25	.00	
3222	OTIS ELEVATOR COMPANY	SB05033618	SERVICE CONTRACT 06/01/18	05/21/2018	2,845.80	.00	
Total 3222:					2,845.80	.00	
3237	MCI FLEET SUPPORT, INC.	3575597C	CREDIT	03/23/2018	848.04-	.00	
Total 3237:					848.04-	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	189531	PROJ: 2018 ROAD STRIPING	06/11/2018	26,568.61	.00	
Total 3323:					26,568.61	.00	
3408	E.R. OFFICE EXPRESS	08994	OFFICE SUPPLY @ PW	04/25/2018	100.44	.00	
3408	E.R. OFFICE EXPRESS	08999	Tidal Paper	04/26/2018	131.98	.00	
3408	E.R. OFFICE EXPRESS	09302	FILE FOLDERS	05/31/2018	38.99	.00	
3408	E.R. OFFICE EXPRESS	09333	PAPER	06/04/2018	149.98	.00	
3408	E.R. OFFICE EXPRESS	09334	PAPER	06/04/2018	74.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3408	E.R. OFFICE EXPRESS	09374	PENS	06/06/2018	14.19	.00	
3408	E.R. OFFICE EXPRESS	09400	EARTHWISE BY OXFORD	06/08/2018	18.18	.00	
Total 3408:					528.75	.00	
3420	VISA	1016 0618	TRAVEL EXPENSE PD ACADEM	05/24/2018	62.63	.00	
3420	VISA	1065 0618	LIBERTY MOUNTAIN	05/24/2018	242.93	.00	
3420	VISA	1065 0618	STAPLES	05/24/2018	61.85-	.00	
3420	VISA	1065 0618	STRAFFORD PUBLICATIONS	05/24/2018	247.00	.00	
3420	VISA	1065 0618	USPS	05/24/2018	5.21	.00	
3420	VISA	1065 0618	STAPLES	05/24/2018	221.02	.00	
3420	VISA	1065 0618	SNAKE RIVER BREWING	05/24/2018	110.34	.00	
3420	VISA	1065 0618	PINKY G'S	05/24/2018	73.50	.00	
3420	VISA	1073 0618	US TACTICAL	05/24/2018	47.85	.00	
3420	VISA	1073 0618	CARDBOARD CUT OUT	05/24/2018	154.99	.00	
3420	VISA	1073 0618	MAVERICK	05/24/2018	15.04	.00	
3420	VISA	1073 0618	LANDER INN	05/24/2018	392.00	.00	
3420	VISA	1073 0618	BLAUER MANUFACTURING	05/24/2018	622.84	.00	
3420	VISA	1115 0618	SIDEWINDERS	05/24/2018	52.53	.00	
3420	VISA	1115 0618	FEDEX	05/24/2018	26.70	.00	
3420	VISA	1115 0618	MAINSTAY SUITES	05/24/2018	331.46	.00	
3420	VISA	1115 0618	MAINSTAY SUITES	05/24/2018	27.31-	.00	
3420	VISA	1115 0618	ALBERTSONS	05/24/2018	171.02	.00	
3420	VISA	1115 0618	ALBERTSONS	05/24/2018	47.86	.00	
3420	VISA	1115 0618	ALBERTSONS	05/24/2018	19.08	.00	
3420	VISA	1115 0618	CROWN TROPHY	05/24/2018	31.00	.00	
3420	VISA	1115 0618	AYLOR STORE	05/24/2018	50.00	.00	
3420	VISA	1115 0618	HAT SIX TRAVEL	05/24/2018	75.00	.00	
3420	VISA	1123 0618	BK	05/24/2018	5.03	.00	
3420	VISA	1123 0618	FANNETT GRILL	05/24/2018	16.25	.00	
3420	VISA	1123 0618	HOLIDAY INN	05/24/2018	93.00	.00	
3420	VISA	1164 0618	UPS	05/24/2018	28.75	.00	
3420	VISA	1164 0618	EL ABUELITO	05/24/2018	36.80	.00	
3420	VISA	1164 0618	SMITHS	05/24/2018	35.64	.00	
3420	VISA	1164 0618	ALBERTSONS	05/24/2018	2.00	.00	
3420	VISA	1164 0618	SMITHS	05/24/2018	30.68	.00	
3420	VISA	1164 0618	FED EX	05/24/2018	63.74	.00	
3420	VISA	1164 0618	JACKSON HOLE MARKETPLAC	05/24/2018	15.00	.00	
3420	VISA	1164 0618	FED EX	05/24/2018	51.65	.00	
3420	VISA	1164 0618	JACKSON HOLE MARKETPLAC	05/24/2018	15.00	.00	
3420	VISA	1255 0618	BUBBA'S	05/24/2018	30.37	.00	
3420	VISA	1255 0618	STAPLES	05/24/2018	279.86	.00	
3420	VISA	2030 0618	DETAIL DRIVEN	05/24/2018	125.00	.00	
3420	VISA	2030 0618	TEXACO	05/24/2018	29.73	.00	
3420	VISA	2030 0618	TRAVEL EXPENSE	05/24/2018	286.39	.00	
3420	VISA	4564 0618	AMAZON LIGHT BULBS	05/24/2018	37.00	.00	
3420	VISA	4564 0618	TLF FLOWERS	05/24/2018	76.90	.00	
3420	VISA	4564 0618	AMAZON CABLES	05/24/2018	9.74	.00	
3420	VISA	4564 0618	AMAZON FILLER	05/24/2018	57.34	.00	
3420	VISA	4564 0618	AMAZON TOGGLE SWITCH	05/24/2018	16.88	.00	
3420	VISA	4564 0618	USPS	05/24/2018	24.20	.00	
3420	VISA	4564 0618	AMAZON WIPER BLADES	05/24/2018	64.28	.00	
3420	VISA	5207 0618	AMAZON CARIBENERS	05/24/2018	36.40	.00	
3420	VISA	5207 0618	ACE HARDWARE	05/24/2018	.83	.00	
3420	VISA	5215 0618	ALBERTSONS	06/14/2018	59.29	.00	
3420	VISA	5215 0618	ALBERTSONS	06/14/2018	3.99	.00	
3420	VISA	5215 0618	GALLS	06/14/2018	336.55	.00	
3420	VISA	5215 0618	WYOMING WIRELESS	06/14/2018	132.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	5215 0618	CHEYENNE STAY BRIDGE SUIT	06/14/2018	279.00	.00	
3420	VISA	5215 0618	COCOCOLA BOTTLE	06/14/2018	17.15	.00	
3420	VISA	5215 0618	HILTON PARC	06/14/2018	291.13	.00	
3420	VISA	5215 0618	AMAZON	06/14/2018	241.10	.00	
3420	VISA	5215 0618	EXXON	06/14/2018	23.73	.00	
3420	VISA	5215 0618	HOLIDAY INN - RIVERTON	06/14/2018	101.37	.00	
3420	VISA	5215 0618	NATIONAL NETWORK	06/14/2018	300.00	.00	
3420	VISA	5215 0618	NATIONAL NETWORK	06/14/2018	145.00	.00	
3420	VISA	5215 0618	NATIONAL NETWORK	06/14/2018	445.00	.00	
3420	VISA	5215 0618	DELTA AIR	06/14/2018	457.60	.00	
3420	VISA	5215 0618	DELTA AIR	06/14/2018	457.60	.00	
3420	VISA	5397 0618	SILVER DOLLAR	05/24/2018	20.00	.00	
3420	VISA	5397 0618	POST REGISTER	05/24/2018	666.50	.00	
3420	VISA	5397 0618	SNOW KING RESORT	05/24/2018	99.55-	.00	
3420	VISA	5397 0618	LUCKYS	05/24/2018	16.38	.00	
3420	VISA	5397 0618	SILVER DOLLAR	05/24/2018	132.50	.00	
3420	VISA	5397 0618	SILVER DOLLAR	05/24/2018	22.00	.00	
3420	VISA	5397 0618	SILVER DOLLAR	05/24/2018	134.00	.00	
3420	VISA	5397 0618	NEW YORK CITY SUB	05/24/2018	210.80	.00	
3420	VISA	5397 0618	FACEBOOK ADS	05/24/2018	5.17	.00	
3420	VISA	5397 0618	SNOW KING RESORT	05/24/2018	2,080.10	.00	
3420	VISA	5397 0618	MOES ORIGINAL	05/24/2018	66.18	.00	
3420	VISA	5397 0618	CASPER STAR TRIBUNE	05/24/2018	1,092.00	.00	
3420	VISA	5397 0618	SNOW KING RESORT CATERIN	05/24/2018	1,758.75	.00	
3420	VISA	6098 0618	PLANETIZEN	05/24/2018	19.95	.00	
3420	VISA	6106 0618	SNOW KING	05/24/2018	1.15	.00	
3420	VISA	6106 0618	ALBERTSONS	05/24/2018	7.98	.00	
3420	VISA	6106 0618	CONOCO	05/24/2018	31.03	.00	
3420	VISA	6106 0618	INTERNATIONAL CODE COUNC	05/24/2018	136.00	.00	
3420	VISA	6106 0618	FACEBOOK ADS	05/24/2018	49.47	.00	
3420	VISA	6106 0618	SNOW KING	05/24/2018	1,032.60	.00	
3420	VISA	6106 0618	SNOW KING	05/24/2018	342.08	.00	
3420	VISA	6106 0618	FEDEX	05/24/2018	14.20	.00	
3420	VISA	6106 0618	FEDEX	05/24/2018	36.62	.00	
3420	VISA	6106 0618	STINKY PRINTS	05/24/2018	1,333.76	.00	
3420	VISA	6684 0618	THE WORT	05/24/2018	43.04	.00	
3420	VISA	6684 0618	THE WORT	05/24/2018	23.61	.00	
3420	VISA	6684 0618	THE WORT	05/24/2018	37.80	.00	
3420	VISA	6684 0618	FOUR SEASONS	05/24/2018	85.28	.00	
3420	VISA	6684 0618	THE WORT	05/24/2018	33.56	.00	
3420	VISA	6684 0618	THE WORT	05/24/2018	10.12	.00	
3420	VISA	6817 0618	VALLEY MARKET	05/24/2018	79.58	.00	
3420	VISA	6817 0618	MAVERICK	05/24/2018	71.82	.00	
3420	VISA	6817 0618	MURDOCH'S	05/24/2018	71.37	.00	
3420	VISA	6817 0618	GREEN RIVER ANIMAL CLINIC	05/24/2018	57.74	.00	
3420	VISA	6825 0618	EXPENSES fbi ACADEMY	05/24/2018	220.32	.00	
3420	VISA	6825 0618	SAKE THAI	05/24/2018	36.17	.00	
3420	VISA	6908 0618	CREDIT COUCHER-VDARA	06/14/2018	44.22-	.00	
3420	VISA	6908 0618	HOLIDAY INN ST GEORGE	06/14/2018	182.93	.00	
3420	VISA	6908 0618	INTUIT	06/14/2018	15.00	.00	
3420	VISA	6908 0618	AMAZON PRIME MEMBERSHIP	06/14/2018	99.00	.00	
3420	VISA	6908 0618	AUTOLINK DISH	06/14/2018	111.66	.00	
3420	VISA	6908 0618	VDARA FRONT DESK	06/14/2018	1,137.67	.00	
3420	VISA	6908 0618	PAYPAL CONCRETES	06/14/2018	90.00	.00	
3420	VISA	6908 0618	CREDIT VOUCHER-MIRAGE	06/14/2018	157.60-	.00	
3420	VISA	6908 0618	CREDIT VOUCHER-MIRAGE	06/14/2018	135.15-	.00	
3420	VISA	6908 0618	IPHONE PAYMENT	06/14/2018	56.16	.00	
3420	VISA	6908 0618	IPHONE PAYMENT	06/14/2018	56.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	6908 0618	AMAZON WE SERVICES	06/14/2018	78.88	.00	
3420	VISA	6908 0618	URBAN ARMOR GEAR	06/14/2018	139.80	.00	
3420	VISA	6908 0618	VDARA CONDO -VEGAS	06/14/2018	124.72	.00	
3420	VISA	7294 0618	ANIMAL SHELTER SUPPLIES	05/24/2018	772.29	.00	
3420	VISA	7294 0618	ANIMAL SHELTER SUPPLIES	05/24/2018	379.00	.00	
3420	VISA	8144 0618	MAVERIC	05/24/2018	15.50	.00	
3420	VISA	8144 0618	PILOT	05/24/2018	12.93	.00	
3420	VISA	8144 0618	CRYSTAL INN	05/24/2018	510.40	.00	
3420	VISA	8144 0618	OWPSACSTATE	05/24/2018	156.00	.00	
3420	VISA	8144 0618	HOME DEPOT	05/24/2018	479.64	.00	
3420	VISA	8144 0618	MAVERIC	05/24/2018	16.00	.00	
3420	VISA	8144 0618	ALLRED APPLIANCE	05/24/2018	74.50	.00	
3420	VISA	8185 0618	CHEYENNE STAYBRIDGE SUIT	06/14/2018	279.00	.00	
3420	VISA	8185 0618	START BIKE-EMPLOYEES	06/14/2018	262.50	.00	
3420	VISA	8185 0618	THE MIDDLE FORK	06/14/2018	15.37	.00	
3420	VISA	8185 0618	LOAF AND JUG JACKSON	06/14/2018	26.86	.00	
3420	VISA	8185 0618	SMTIHS,JACKSON	06/14/2018	19.19	.00	
3420	VISA	8185 0618	ALBERTSONS,JACKSON	06/14/2018	16.94	.00	
3420	VISA	8185 0618	NATURAL GROCERS CHEYENN	06/14/2018	15.56	.00	
3420	VISA	8185 0618	NATURAL GROCERS CHEYENN	06/14/2018	10.42	.00	
3420	VISA	8185 0618	OLD CHICAGO CHEYENNE	06/14/2018	23.58	.00	
3420	VISA	8185 0618	CITY MARKET RAWLINS	06/14/2018	30.00	.00	
3420	VISA	8185 0618	TAQUERIA MEXICAN CHEYENN	06/14/2018	27.42	.00	
3420	VISA	8185 0618	HOLIDAY LODGE CHEYENNE	06/14/2018	69.76	.00	
3420	VISA	8185 0618	KS RAWLINS	06/14/2018	26.80	.00	
3420	VISA	8185 0618	COWFISH LANDER	06/14/2018	30.20	.00	
3420	VISA	8185 0618	ANONGS THAI CUISINE CHEYE	06/14/2018	37.27	.00	
Total 3420:					22,612.59	.00	
3487	ARCHITECTURAL BUILDING SU	7830912	DOOR WORK @ POLICE STATI	06/01/2018	1,302.52	.00	
Total 3487:					1,302.52	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	05/26/2018	18.48	.00	
3527	UPS	0000129VW42	SHIPPING CHARGE-POLICE	06/02/2018	20.60	.00	
Total 3527:					39.08	.00	
3596	ADVANCED GLASS TRIM, LLC	19189	WINDSHIELD #3398- 2013 CHEV	05/23/2018	240.00	.00	
3596	ADVANCED GLASS TRIM, LLC	19200	WINDSHIELD #685- 2015 CHEV	05/23/2018	315.00	.00	
Total 3596:					555.00	.00	
3619	WY CHILD SUPPORT ENFORCE	060618	case #209790 GALLEGHER	06/06/2018	146.76	146.76	06/06/2018
3619	WY CHILD SUPPORT ENFORCE	060618	case#230073 CORONA	06/06/2018	745.50	745.50	06/06/2018
Total 3619:					892.26	892.26	
3661	JOHNSON, ROBERTS & ASSOC	135999	PHQ ANSWER SHEET,MAIL	05/31/2018	15.00	.00	
Total 3661:					15.00	.00	
3761	RAE, JOSHUA	28A	BOARDWALK TEAR AND REPL	05/11/2018	10,998.73	10,998.73	06/01/2018
Total 3761:					10,998.73	10,998.73	
3879	GROSSENBACHER BROS, INC	47250	PD NOTEBOOKS	05/15/2018	315.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3879:					315.65	.00	
3932	MILLER SANITATION	11591	CITY CANS 74/DAY, ONE EXTR	05/18/2018	8,029.00	.00	
3932	MILLER SANITATION	11592	START ROUTE 10 CANS- JUNE	05/18/2018	455.00	.00	
Total 3932:					8,484.00	.00	
3961	CHARTER	002091805281	150 E PEARL	05/28/2018	1,612.26	.00	
Total 3961:					1,612.26	.00	
3989	STINKY PRINTS, INC	47042	PROJ: TOJ WATER SYSTEM- E	05/04/2018	35.30	.00	
Total 3989:					35.30	.00	
4125	ROSS CONCRETE CONST LLC	052918	PROJ: ELLINGWOOD SIDEWAL	05/29/2018	4,927.50	.00	
Total 4125:					4,927.50	.00	
4212	GILLIG LLC	40460197	LED LAMP BLK	05/21/2018	161.34	.00	
4212	GILLIG LLC	40461804	BRAKE CHAMBER	05/24/2018	572.74	.00	
4212	GILLIG LLC	50421100	CREDIT: 39' WHEEL SENSOR &	05/11/2018	108.57-	.00	
Total 4212:					625.51	.00	
4240	JERRY SEINER CHEVROLET, IN	1946946	MOTOR ASM FAN	05/11/2018	247.11	.00	
Total 4240:					247.11	.00	
4292	Commercial Tire-ID Falls	110274	265/70R17 BLIZZAK DMV2	05/22/2018	1,502.32	.00	
Total 4292:					1,502.32	.00	
4294	FIRE SERVICES OF IDAHO	39772P	PROJ: TOJ SERVICE CALL TO D	05/30/2018	285.00	.00	
Total 4294:					285.00	.00	
4359	SHERWIN-WILLIAMS CO.	1197-1	SAFETY WALKWAY PAINTING	05/15/2018	804.95	.00	
4359	SHERWIN-WILLIAMS CO.	1531-1	CHL RBR WHT TRAFFIC GRN, C	05/21/2018	178.30	.00	
4359	SHERWIN-WILLIAMS CO.	2-6474	RAC X TIP 211	05/23/2018	31.99	.00	
Total 4359:					1,015.24	.00	
4401	MEYRING & ASSOCIATES, INC	18577	OUTDOOR VACUUM NEED FLE	05/16/2018	144.04	.00	
4401	MEYRING & ASSOCIATES, INC	18599	DISCONNECT WALL HEATER- L	05/17/2018	91.01	.00	
4401	MEYRING & ASSOCIATES, INC	18635	SERVICE CALL- LOOK TO REPL	06/12/2018	70.00	.00	
Total 4401:					305.05	.00	
4452	3T PRODUCTS, LLC	59914	REFLECTIVE TAPE AMD CAP, S	03/27/2018	271.16	.00	
Total 4452:					271.16	.00	
4473	BROWER PSYCHOLOGICAL SE	063018	PSYCH REVIEW	06/30/2018	600.00	.00	
Total 4473:					600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4485	BLISS CARGO	11942	DELIVERY OF PACKAGE FROM	05/13/2018	100.00	.00	
	Total 4485:				100.00	.00	
4548	SILVER CREEK SUPPLY	S1859570.001	LENOX TUBE CUTTER	06/11/2018	79.86	.00	
	Total 4548:				79.86	.00	
4556	ENTERSECT	518EP31284	ENTERSECT POLICE ONLINT 1	05/31/2018	902.99	.00	
	Total 4556:				902.99	.00	
4623	MSC INDUSTRIAL SUPPLY CO	2115963001	SS WORM GEAR HOSE CLAMP,	05/10/2018	265.47	.00	
	Total 4623:				265.47	.00	
4691	SCHOW'S TRUCK CENTER	C005039375:0	CAM KIT, WASHER, SPACERS,	05/24/2018	2,548.26	.00	
	Total 4691:				2,548.26	.00	
4699	SNAKE RIVER ROASTING	559712	COFFEE FOR PW SHOP & STR	04/05/2018	96.90	.00	
4699	SNAKE RIVER ROASTING	560645	COFFEE @ PW SHOP	05/24/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	600155	COFFEE	05/31/2018	101.75	.00	
4699	SNAKE RIVER ROASTING	600156	COFFEE @ PW	05/31/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	600220	CREDIT: RETURN BUNN PAPER	06/04/2018	34.95-	.00	
	Total 4699:				260.60	.00	
4720	SILVERSTAR	2032730	FIBER	06/01/2018	2,313.27	.00	
	Total 4720:				2,313.27	.00	
4736	IDAHO CHILD SUPPORT RECEI	060618	case #236965 christensen	06/06/2018	350.50	350.50	06/06/2018
	Total 4736:				350.50	350.50	
4774	BIG R RANCH & HOME	1325998	SUNSCREEN SPRAY, GENERA	06/07/2018	20.98	.00	
	Total 4774:				20.98	.00	
4775	Schmidt, Brian	019299	REIMBURSTMENT DOT PHYSIC	06/05/2018	155.00	.00	
	Total 4775:				155.00	.00	
4825	PLUM	0055731-IN	ANIMAL SHELTER GOODIES	05/31/2018	354.16	.00	
	Total 4825:				354.16	.00	
4848	WAMCO LAB, INC.	13618	FULL EFFLUENT ACUTE TOXICIT	05/14/2018	1,000.00	.00	
	Total 4848:				1,000.00	.00	
4859	Flowpoint Envirnmntal systems	4359	WATER+7	02/11/2018	265.00	.00	
4859	Flowpoint Envirnmntal systems	4359	WATER+7	02/11/2018	530.00	.00	
	Total 4859:				795.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8979	CONTROL SERVICE, MILEAGE	05/17/2018	7,635.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4887	CONTROL SYSTEM TECHNOLO	8980	CONTROL SERVICE, MILEAGE	05/17/2018	692.50	.00	
4887	CONTROL SYSTEM TECHNOLO	8984	CONTROL SERVICE- UPDATE C	05/22/2018	2,567.50	.00	
4887	CONTROL SYSTEM TECHNOLO	8985	CONTROL SERVICE- START UP	05/22/2018	2,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8989	CONTROL SERVICE- CONNECT	05/29/2018	3,420.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8990	CONTROL SERVICE- DEVELOP	05/29/2018	3,750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	8994	CONTROL SERVICE: MODIFIED	06/04/2018	2,932.50	.00	
Total 4887:					23,497.50	.00	
4931	SNOW KING HOTEL	180706	STAKEHOLDER MEETING	04/19/2018	486.85	.00	
Total 4931:					486.85	.00	
4966	DANA SAFETY SUPPLY, INC	516198	SMITH AND WARREN BUCKLE	05/22/2018	906.09	.00	
Total 4966:					906.09	.00	
4988	HD FOWLER COMPANY	C446329	CREDIT: 36" VALVE BOX BOTT	06/01/2018	164.68-	.00	
4988	HD FOWLER COMPANY	I4842657	36" VALVE BOX, 26" VALVE BOX	05/31/2018	1,077.73	.00	
4988	HD FOWLER COMPANY	I4845837	FAST SS TAPPING SLEEVE	06/04/2018	594.31	.00	
4988	HD FOWLER COMPANY	I4845967	36" SCREW TYPE VALVE BOX B	06/05/2018	149.32	.00	
4988	HD FOWLER COMPANY	I4847435	26" VALVE BOX TOP	06/05/2018	426.56	.00	
4988	HD FOWLER COMPANY	I4847436	1" VALVE BOX RISER	06/05/2018	32.01	.00	
4988	HD FOWLER COMPANY	I4849090	GRIP JOINT ADAPTER, CTS STI	06/06/2018	376.40	.00	
Total 4988:					2,491.65	.00	
5085	CORNFORTH CONSULTANTS, I	10917	WEST BROADWAY SLIDE- CON	04/02/2018	593.50	.00	
5085	CORNFORTH CONSULTANTS, I	10978	HILLSIDE REGULATIONS PLAN	05/04/2018	578.50	.00	
Total 5085:					1,172.00	.00	
5098	JACKSON ANIMAL HOSPITAL	15670	RABIES	05/02/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	15802	DENTAL	05/09/2018	150.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16061	FELINE SPAY	05/23/2018	90.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16069	RABIES	05/23/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16100	MEDS	05/24/2018	53.35	.00	
5098	JACKSON ANIMAL HOSPITAL	16124	ANIMAL CARE	05/26/2018	23.11	.00	
5098	JACKSON ANIMAL HOSPITAL	16154	CANINE SPAY	05/29/2018	173.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16335	RABIES & VACCINE	06/05/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16335	RABIES & VACCINE	06/05/2018	23.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16357	RABIES	06/06/2018	15.00	.00	
5098	JACKSON ANIMAL HOSPITAL	16835	ANIMAL CARE	06/07/2018	83.62	.00	
Total 5098:					656.08	.00	
5111	SCHMILLEN, SCOTT	01679	FIXTURE CLEANING MAY 2018	05/22/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01680	FIXTURE CLEANING MAY 2018	05/22/2018	237.50	.00	
5111	SCHMILLEN, SCOTT	01681	FIXTURE CLEANING MAY 2018	05/23/2018	522.50	.00	
5111	SCHMILLEN, SCOTT	01682	FIXTURE CLEANING MAY 2018	05/24/2018	190.00	.00	
Total 5111:					1,187.50	.00	
5244	ISC, INC	SIN0246863	ADDON HPJ9150A COMPATIBL	05/31/2018	1,943.78	.00	
5244	ISC, INC	SIN024749	1 YEAR RENEWAL SYNAPPS C	05/30/2018	1,334.00	.00	
5244	ISC, INC	SIN024960	ADDON HP J9150A COMPATIBL	06/13/2018	313.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5244:					3,591.44	.00	
5280	ROUTEMATCH SOFTWARE, INC	34784	ANNUAL TECHNICAL SUPPORT	05/31/2018	17,008.75	.00	
5280	ROUTEMATCH SOFTWARE, INC	34784	ANNUAL TECHNICAL SUPPORT	05/31/2018	1,546.25	.00	
Total 5280:					18,555.00	.00	
5332	MOBILE WIRELESS, LLC	2704	NETMOTION MOBILITY	04/20/2018	543.48	.00	
5332	MOBILE WIRELESS, LLC	2704	NETMOTION MOBILITY	04/20/2018	2,717.38	.00	
Total 5332:					3,260.86	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010465813	THERMOSTAT ASSEMBLY	05/08/2018	68.29	.00	
Total 5543:					68.29	.00	
5586	Ranck and Schwartz	1188	Mattheis Company	06/12/2018	2,362.50	.00	
Total 5586:					2,362.50	.00	
5632	SNAKE RIVER MEP COMPLETE,	3004	FAB AND DELIVER NEW FITTIN	05/21/2018	1,461.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	3006	ERV (4 WAY SPLIT) @ START B	05/21/2018	1,360.00	.00	
Total 5632:					2,821.00	.00	
5726	AMAZON	042618	SHIPPING WIRELESS KEYBOA	04/26/2018	95.88	95.88	06/06/2018
5726	AMAZON	042818	MONITER-SHIPPING	04/28/2018	203.88	203.88	06/06/2018
5726	AMAZON	13QH-16YH-K	HP LASERJET PRO LASE PRIN	06/06/2018	449.84	.00	
5726	AMAZON	14KL-LG7Y-RL	BATTERY CARTRIDGE	05/20/2018	47.95	47.95	06/06/2018
5726	AMAZON	1CFK-KCV9-T	HP EXPANSION MODULE	05/31/2018	1,440.00	.00	
5726	AMAZON	1KTN-4T69-K1	NANUK 904 WATERPROOF HA	01/04/2018	207.65	.00	
5726	AMAZON	1QMN-4XKJ-G	PURELL FOOD SERVICE SURF	10/11/2017	121.02	.00	
5726	AMAZON	1QMN-4XKJ-G	LESS SALES TAX	10/11/2017	6.85-	.00	
5726	AMAZON	1RPY-NKTP-9	RESCUE SHOT CASE	01/03/2018	84.95	.00	
Total 5726:					2,644.32	347.71	
5734	GREENWAY PAINTING LLC	000309	EPOXY & PRIMER @ START	06/04/2018	723.35	.00	
5734	GREENWAY PAINTING LLC	000311	PATCH AND PAINT ADMIN OFFI	06/04/2018	350.00	.00	
5734	GREENWAY PAINTING LLC	000311	PRIME AND FINISH WALLS 2 C	06/04/2018	575.00	.00	
Total 5734:					1,648.35	.00	
5763	NATURE'S GARDEN & PROPER	053018	SPRAYED SPRUCES FOR INSE	05/30/2018	395.00	.00	
Total 5763:					395.00	.00	
5788	WYOMING GARAGE DOOR, LLC	1885	PROJ: START BUS BARN 1/4" C	05/11/2018	592.00	.00	
5788	WYOMING GARAGE DOOR, LLC	1888	PROJ: PUBLIC WORKS- SERVIC	06/11/2018	1,110.00	.00	
Total 5788:					1,702.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1314052	MATERIAL, FEES, LABOR @ 20	03/31/2018	2,622.00	.00	
Total 5812:					2,622.00	.00	
5838	Rendezvous Insurance Inc.	1799	INSURANCE PREMIUM EXCESS	05/29/2018	26,309.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5838:					26,309.63	.00	
5895	TETON MOUNTAIN RANCH	4186	CONCRETE	05/23/2018	200.00	.00	
Total 5895:					200.00	.00	
5915	CROWN TROPHY	181510	ENGRAVING	06/01/2018	45.00	.00	
Total 5915:					45.00	.00	
5941	PETHEALTH SERVICES INC	SIUN11806991	ANIMAL ADOPTION	05/31/2018	4.85	.00	
Total 5941:					4.85	.00	
5943	GREEN, JIM	053018	REIMBURSE FOR MAILING PLA	05/30/2018	104.68	.00	
Total 5943:					104.68	.00	
5973	ETCHED IN STONE	100 060418	VALUE ROCKS	06/04/2018	636.00	.00	
5973	ETCHED IN STONE	100 ELK	ANTLER ENGRAVING	06/04/2018	150.00	.00	
Total 5973:					786.00	.00	
6011	DIMENSIONS CONSTRUCTION	98	ROOF SHEDS AT SHELTER	06/06/2018	4,820.30	.00	
Total 6011:					4,820.30	.00	
6044	WESTERN MUNICIPAL CONST	17-26 #8	PROJ: 17-26- SPRING GULCH LI	05/25/2018	128,025.00	.00	
Total 6044:					128,025.00	.00	
6051	CARPETS PLUS COLORTILE	1803	CARPET INSTALL AT PUBLIC W	05/31/2018	1,900.00	.00	
Total 6051:					1,900.00	.00	
6086	WATER WERKS, INC	2133	PROJ: TOWN HALL 4/18- REPAI	05/25/2018	124.92	.00	
Total 6086:					124.92	.00	
6147	OUTLAW BROTHERS CONSTR	23	WO# 1063 PART 2	06/01/2018	526.37	.00	
6147	OUTLAW BROTHERS CONSTR	24	WO#: 1095	06/01/2018	4,354.00	.00	
Total 6147:					4,880.37	.00	
6186	WHITE, ANNA	060618	TRAVEL EXPENESE	06/06/2018	246.82	246.82	06/06/2018
Total 6186:					246.82	246.82	
6189	SPRINGHILL SUITES;JOE MADE	053118	RESTITUTION - CASE #18-02-02	05/31/2018	200.00	200.00	06/04/2018
Total 6189:					200.00	200.00	
6190	PV HOLDING CORP.	053118	BOND REFUND CASE #18-02-0	05/31/2018	225.00	225.00	06/04/2018
Total 6190:					225.00	225.00	
6191	VALENTE PERCE GARCIA	053118	BAIL REFUND CASE #18-01-063	05/31/2018	1,500.00	1,500.00	06/04/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6191:					1,500.00	1,500.00	
6192	EARTHPLANTER	I986655	40" URBAN RECTANGLE -GRAY	05/14/2018	9,677.00	.00	
Total 6192:					9,677.00	.00	
6193	McWHORTER TECHNOLOGIES	060818	ONE 30 DAY JOB AD POSTING	06/08/2018	200.00	.00	
Total 6193:					200.00	.00	
6194	FLORAL ART LLC	033388/1	ARR MASON JAR TABLE ARRA	06/14/2018	1,350.00	.00	
Total 6194:					1,350.00	.00	
6195	JACKSON HOLE STILL WORKS	378	COPPER MUG, 14 OZ CUSTOM	06/12/2018	920.00	.00	
Total 6195:					920.00	.00	
6196	WYOMING DRYWALL INC	7184	PROJ: PARKING GARAGE- PAT	06/07/2018	350.00	.00	
Total 6196:					350.00	.00	
Grand Totals:					850,976.31	26,385.27	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

During the month of May, the court received \$26,084 in fines, fees, and forfeitures.

548 new cases were docketed: 405 parking citations, 143 summons

70 cases were dismissed: 38 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, CS=community service, DP=deferred prosecution, D=dismissed, DTS=dismissed for traffic school,
S=suspended sentence, FTA=failed to appear, DA=deferred adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
ANSLOW JR, ROBERT JAMES	186005215AA	Use of cell phone while driving prohibited	BF	65
ASUR, SAMUEL	186004251AA	No display of current registration	BF	135
ASUR, SAMUEL	186004250AA	Speeding 44/30	BF	118
BARRETT, JACQUELINE ELIZABETH	186003598AA	Failure to maintain liability coverage	D-Valid Info Provided	0
BEBEAR, GUIKKAUME	186005123AA	Speeding 30 mph Zone 44/30	BF	108
BENEDICT, HEATHER LYNN	186005502AA	Public intoxication	BF	110
BENNETT, GAINOR LLOYD	186003689AA	Speeding 30 mph Zone 46/30	BF	124
BHANUMURTHY, NUNNA	186004775AA	Failure to maintain liability coverage	D-Per Town's Motion	0
BISCHOFF, ELLEN S	186003806AA	Required to stop on flashing red signal	BF	85
BLEGGI, BRANNON LEON	186004770AA	Use of cell phone while driving prohibited	BF	90
BOOHER, KRISTENE ELAINE	186005220AA	Use of cell phone while driving prohibited	BF	65
BRAM, AHARON HUNTER GINDLING	186003683AA	Speeding 30 mph Zone 43/30	DTS	0
BYWATER, STEPHEN	186004785AA	Driver & Passenger Req. to wear seat belt	BF	25
CALVO, FAITH SUSANNA	186005509AA	Failure to maintain liability coverage	D-Valid Info Provided	0
CALVO, FAITH SUSANNA	186005508AA	No display of current registration	D-Per Town's Motion	0
CAMPBELL, ERIC JAY	186004772AA	Failure to stop at a red light	BF	135
CARTER, JONATHAN ANDREW	186001528AA	Minor in bar/use fake ID to obtain alcohol	DP	0
CASTELLI, PIETRO COLGATE	186004945AA	No display of current registration	BF	125
CHAPMAN, LAWRENCE IRVIN	186005702AA	Stop Sign Violation	BF	125
CLARK, ABIGAIL WILSON	186003686AA	Speeding urban - 30 mph zone 44/30	BF	116
COHEN, COURTNEE M	95153J	Use of cell phone while driving prohibited	BF	65
CORNFOOT, PETER CHISHOLM	186004763AA	Speeding in a School Zone 31/20	BF	240
COX, NICHOLE RHIANNE	186004185AA	Speeding in a school zone 25/20	BF	55
CRAIG, DAVID REMBERT	186004778AA	Operating unsafe veh on highway	BF	85
CROSS, BARBARA J.	19801K	Driving/Control of vehicle while intox	D- Under WSS 7-13-301	0
Domskey, Jake	95767J	Driving/Control of vehicle while intox	D- Under WSS 7-13-301	0
EARNEST JR, DANIEL CLIFFORD	186004191AA	Speeding 39/30	BF	60
ENRIQUEZ PEREZ, PAULINA	186004677AA	Stop Sign Violation	DTS	0
ETHERTON, BRADLEY SCOTT	186001479AA	Driving/Control of vehicle while intox	D- Under WSS 7-13-301	0
FALLON, SARAH B	186004804AA	Use of cell phone while driving prohibited	BF	65
FAUPEL, JULIE LIN	186004776AA	Use of cell phone while driving prohibited	BF	100
FERRIER, DAVID R	186004689AA	Use of cell phone while driving prohibited	BF	75
FLORES, MARCO ANTONIO	186005211AA	Use of cell phone while driving prohibited	D-Per Town's Motion	0
FRAPPART, JACK VICTOR	186005223AA	Use of cell phone while driving prohibited	BF	65
FREEDMAN, ANNA W	19489K	Speed Limits Generally 32/20	BF	265
FRYER BEGG, GAVIN	186003003AA	Speeding 30 mph Zone 40/30	BF	100
FULLERTON, SANDAL LEE	186005503AA	Stop Sign Violation	BF	135
GALLAGHER, ROBERT T	186004264AA	Speeding 30 mph Zone 44/30	BF	116
GEORGE, CINDY MILLER	186002931AA	Speeding 30 mph Zone 51/30	BF	154
GONZALEZ LOPEZ, MARCO ANTONIO	186005114AA	Failure to yeild ROW	BF	75
GRANS, TODD	19488K	Speed Limits Generally 30/20	BF	195
GRAUR, ANDREI	186004259AA	Speed Limits Generally 36/25	BF	102
GUILFOIL, WILLIAM J	19476K	battery-MUST APPEAR	GP-Nolo Contendere	150
GUION, THOMAS JAMES	186004769AA	No display of current registration	BF	135
HAYSE, BRUCE	186004773AA	Failure to maintain liability coverage	D-Valid Info Provided	0
HEFFERNAN, AGNES CECILIA	186003008AA	Speeding 30 mph Zone 43/30	BF	122
HERNANDEZ ECHAVARRIA, MARIO A	186003011AA	Failure to maintain liability coverage	D-Valid Info Provided	0
HERNANDEZ ECHAVARRIA, MARIO A	186003012AA	Speeding 30 mph Zone 43/30	BF	112
HOWALD, GENA J	186002919AA	Failure to stop at a red light	BF	135

HOWELL, STEPHANIE M	186004765AA	Speeding 25 mph Zone 39/25	BF	108
HUBER, ANDREW THOMAS	186005505AA	No display of current registration	D-Per Town's Motion	0
HUBER, ANDREW THOMAS	186005506AA	Use of cell phone while driving prohibited	BF	75
JACKSON, GREGORY TAFT	186004783AA	Driver & Passenger Req. to wear seat belt	BF	25
JACKSON, GREGORY TAFT	186005120AA	Speeding 43/25	BF	152
JENSEN, CALVIN D	186003595AA	Use of cell phone while driving prohibited	BF	65
JONES, BRYAN CALLIER	186004245AA	Speeding 30 mph Zone 34/30	BF	100
KANN, ELISABETH A	19493K	Failure to stop at a red light	BF	125
KATZ, DAVID A	38323B	Dog bite causing wound	D-Per Town's Motion	0
KAZENMAIER, BENJAMIN CLAUS	186004668AA	Speeding urban - 30 mph zone 47/30	BF	138
KEEL, VIRGINIA MARIE	186003687AA	No display of current registration	BF	125
KILMAIN, ROBERT JAMES	186005214AA	Use of cell phone while driving prohibited	BF	90
KIM, JAEHOON	186005515AA	Stop Sign Violation	BF	135
KLUS, FLORIAN TOMA	186003809AA	Sleeping/occupying in unlawful places	D-Per Town's Motion	0
KNECHTEL, THOMAS LEE	186004149AA	Public intoxication	D-Per Town's Motion	0
KOCH, RHETT LEE	186003597AA	Use of cell phone while driving prohibited	BF	65
KOEKKOEK, PETER TOBIAS	186003808AA	Stop Sign Violation	D-Per Town's Motion	0
KRINGEN-STENBERG, BETH A	186004193AA	Speeding 38/30	BF	60
LACOSTE, EMILY VIRGINIA	19482K	Use of cell phone while driving prohibited	BF	90
LEE, LORRIE BELLE	186004782AA	Driver & Passenger Req. to wear seat belt	BF	25
LEMIN, MARIA ELSA	186005507AA	Speeding in a school zone 34/20	BF	180
LESTITIAN, JESSICA RHODES	186003994AA	Use of cell phone while driving prohibited	BF	65
LIRA, KEVIN MIGUEL	186003380AA	Public intoxication	BF	110
LUNA LOPEZ, MARTIN ALBERTO	186004640AA	Stop Sign Violation	D-Per Town's Motion	0
MANOUKIAN, ANDRIA L	19487K	Speed Limits Generally 33/20	DTS	0
MARSIGLIO, PETER	186002921AA	Speeding in a School Zone 29/20	BF	170
MARTINEZ, BRENDA	186004741AA	Stop Sign Violation	DTS	0
MCCREEDY, MATTHEW	186005113AA	Speeding 41/25	BF	112
MCGINNIS, CONNOR JAMES	186004258AA	Public intoxication	BF	110
MCLANAHAN, EDWARD M	19516J	Minor in bar/use fake ID to obtain alcohol	DP	0
MENDEZ FONSECA, VIRIDIANA	186002929AA	No Driver's license	BF	410
METHERELL, THERESE ANNE LOWE	186003382AA	Use of cell phone while driving prohibited	BF	65
MONTIEL SANCHEZ, EVARISTO	186003599AA	Failure to stop at a red light	BF	125
MOORE, JEREMIE MICHAEL	186003680AA	Speeding in a school zone 31/20	BF	240
MOREHART, KIRSTEN RENEE	186005106AA	Marijuana: use and/or possession	BF	250
MULLINIX, EDWARD WINGATE	186004635AA	Public intoxication	D-Per Town's Motion	0
PALMAS GUILTY, CLAUDIO ALBERTO	186004983AA	Public intoxication	BF	110
PERRY, NATHEN ANTHONY	186005204AA	Use of cell phone while driving prohibited	BF	65
PIERCE, FREDERICK ROSS	186004468AA	battery	DP	0
PLUMA, MARIBEL	186003940AA	Failure to report over \$1000 property damage or injury	D-Per Town's Motion	0
POLINO, CARA JANE	186004521AA	Use of cell phone while driving prohibited	BF	65
POULSON, SHIRLEY PATRICIA	186003692AA	Speeding urban - 30 mph zone 45/30	BF	120
PRABHAKARAN, RAJESHKUMAR	186003007AA	Speeding 30 mph Zone 46/30	BF	124
PRATTS, SAMUEL J	19594K	Use of cell phone while driving prohibited	BF	65
Quiroz-Carrillo, Pablo	19595K	Use of cell phone while driving prohibited	BF	65
REPPEN, NANCY JANE	186003581AA	Stop Sign Violation	DTS	0
RODRIGUEZ-ALBIZU, BRIAN	186004263AA	Failure to maintain liability coverage	D-Valid Info Provided	0
RUFFIN, DEANDRE B	186004163AA	Speeding 34/25	BF	60
SCHAAL, NICHOLAS ADAM	186003807AA	Required to stop on flashing red signal	BF	85

SCHILLING, MARGARET MACDONALI	186005501AA	Use of cell phone while driving prohibited	BF	75
SEITZ, LEAH GAYLIN	186004753AA	Speeding 30 mph Zone 44/30	BF	126
SELL, LUKE CHARLES	186003006AA	Failure to maintain liability coverage	D-Valid Info Provided	0
SMERKLO, ABBY DAVINA	186004767AA	Following too Close	BF	85
SMITH, RICHARD SCOTT	186002930AA	Use of cell phone while driving prohibited	BF	65
SOMMER STEIN, LUKAS	186004923AA	Marijuana: use and/or possession	GP	250
SORENSEN, JON KIETH	186004779AA	Driver & Passenger Req. to wear seat belt	BF	25
SORENSEN, JON KIETH	186004780AA	Failure to maintain liability coverage	D-Valid Info Provided	0
STANCIU, VLADIMIR IONEL	186004187AA	No Driver's license	BF	410
STEUBER, BERNARD W	186003014AA	Failure to maintain liability coverage	D-Valid Info Provided	0
STEWART, CURTIS D	03411L	Duty upon colliding with unattended vehicle or property	BF	235
STOLP, JON DAVID	186003802AA	Public intoxication	D-Per Town's Motion	0
SU, WEIPENG	186002586AA	Speed Limits Generally 41/30	BF	104
SUMMERWILL, THOMAS W	186001973AA	MUI/MIP (18-20 year old)	DP	0
SUSANO-GARCIA, JUAN A	186004805AA	Use of cell phone while driving prohibited	BF	65
SWORD, ELIZABETH PAYSON	186001534AA	Use of cell phone while driving prohibited	BF	100
THACKRAY, GREGORY SCOTT	186004217AA	Speeding urban - 30 mph zone 39/30	D-Per Town's Motion	0
TSANG, KIN KEI	186002346AA	Careless driving	BF	100
TUPANJANIN, OLIVIA STUART	186004192AA	Speeding 38/30	BF	60
VAN GRINSVEN, KENDRA KIM	186005104AA	Speeding 38/25	BF	106
WALLACE, JIM T	19616K	Unlawful Contact or Touching	D-Per Town's Motion	0
WARD, ZACHARY BURKE	186004982AA	Speeding 40/30	BF	100
WARDELL, MICHAEL BYRON	186005216AA	Use of cell phone while driving prohibited	BF	65
WELCH, SAGE M	95155J	No display of current registration	BF	125
WHATLEY, DAVID L	95863J	No Driver's license	BF	410
WHATLEY, DAVID L	95862J	Stop Sign Violation	BF	110
WILHITE, JENNIFER	CI:17-10-0150	Residential short-term rental violation (7 counts)	D-Per Town's Motion	0
WILLIAMS, EMILY ELIZABETH	186004140AA	Speeding faster than reasonable and prudent	DTS	0
WOODMENCEY, RENE M	19485K	Use of hand-held electronic device while driving	BF	75
WRAY, TYREL H	19491K	Speed Limits Generally 30/20	BF	195
ZUNIGA VALENZUELA, LUIS MANUEL	186003010AA	Speeding 30 mph Zone 48/30	BF	132



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 8, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Sandy Birdyshaw

SUBJECT: Malt Beverage Permit Request – Friends of Pathways

PURPOSE STATEMENT

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

BACKGROUND/ALTERNATIVES

Friends of Pathways has applied for a malt beverage permit for the Commuter Choice Challenge Celebration to be held on the lawn at Snake River Brewing on Wednesday, June 20, 2018, from 4:00 P.M. to 7:00 P.M.

Section 12-4-502(a) of Wyoming Statutes provides:

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.

The application has been reviewed and approved by the Police Department, subject to the conditions and restrictions listed in the recommendation section below.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

This event supports Town is Heart because it encourages people who live outside of town to make smarter choices on their commute to town.

ATTACHMENTS

Malt Beverage Permit Application.

FISCAL IMPACT

A malt beverage permit fee of \$100.00 will be deposited to the general fund.

STAFF IMPACT

Minimal.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends approval of the requested malt beverage permit, subject to the following conditions and restrictions:

1. The applicant shall take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off of the authorized premises.
2. Every sale will include an age verification by checking IDs.
3. Beer may only be sold in plastic cups, no more than 16 oz.
4. No more than 2 beers may be sold to any one person in a transaction.
5. There will be no serving of alcohol to obviously intoxicated people.
6. Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.
7. Beer sales will cease at the end of the event, or at 7:00 p.m., whichever occurs first.

SUGGESTED MOTION

I move to approve the issuance of a malt beverage permit to Friends of Pathways for the Commuter Choice Challenge Celebration on June 20, 2018, from 4:00 P.M. to 7:00 P.M., subject to the conditions and restrictions listed in the staff report.



Town of Jackson

PAID
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MALT BEVERAGE PERMIT APPLICATION

Permit # _____

Fee (\$100.00 Per Day) \$100

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: Friends of Pathways

Event Contact Person and Phone Number: Lauren Dickey 317.797.6022

Date(s) of Permit: June 20, 2018

Hours of Permitted Service and Consumption: 4 – 7 pm

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

Snake River Brewery – 265 S Milward St.

Purpose of Event: Commuter Choice Challenge Celebration

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

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.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2018
MEETING DATE: June 18, 2017

SUBMITTING DEPARTMENT: Public Works
ACTING DEPARTMENT DIRECTOR: Johnny Ziem
PRESENTER: Brian Lenz, Town Engineer

SUBJECT: Request Council authorization to complete the 2018 Chip Seal Improvement Project.

STATEMENT/PURPOSE

The purpose of this item is to obtain Council Consent to complete the 2018 Chip Seal Improvement Project.

BACKGROUND/ALTERNATIVES

In an effort to reduce future street maintenance budget and reduce potholes, the Public Works department began a chip seal program in 2013.

To extend the life of a roadway and reduce the amount of patching required, chip sealing is typically used on roadways that have been in place for approximately 5 to 7 years. The top coating of the roadway surface significantly reduces the degradation of the roadway surface and provides a sealing element that restricts water infiltration into the road's base course which reduces the formation of potholes.

Studies have proven that the implementation of a chip seal program can extend the service life of a roadway up to and possibly exceeding a 40-year lifespan as compared to a standard 20-year lifespan of a non-treated roadway. Chip sealing costs approximately \$0.46/SF, whereas patching of a roadway costs nearly \$6.00/SF. Over time, it is the Engineering Department's goal to complete sealing of all Town streets once every seven years. The long-term cost savings should be significant for the Town should this program continue.

The chip seal project shall be completed with the application of 3/8" chips on tack coated roadway surface, and two layers of 3/8" chips on alley ways. Once the chips are applied they will be compacted with a heavy wheel roller. Once the chips have been applied and rolled, they will remain in place on the roadway to be further compacted by normal traffic for several days. Town crews will use street sweepers to clean loose chips from the surface of the roadway.

The roadways and alley ways to be complete this year are shown below:

- Flat Creek Drive north of West Kelly Avenue to concrete roadway near West Broadway Avenue
- Meadowlark Lane
- Powderhorn Lane south of Meadowlark Lane
- Crabtree Lane
- Alley south of East Broadway Avenue and east of South Willow Street
- Alley south of East Broadway Avenue and east of South Jean Street
- Alley south of East Pearl Avenue and east of South Willow Street
- Alley south of East Pearl Avenue and east of South Jean Street
- Alley north of Cache Creek Drive and west of Redmond Street
- Alley north of Cache Creek Drive and east of Redmond Street
- Alley north of East Kelly Avenue and east of Redmond Street
- Alley on the west side of May Park from E Hansen to Cache Creek Drive
- Alley on the south side of May Park along the gravel portion of East Kelly Avenue to Rancher Street

The project should take approximately five days to place the chips, five days to allow vehicle traffic to further compact the chips before the Town crews use sweepers to clean up the loose chips.

The five day project is scheduled to be completed between July 9th and August 17th, 2018.

The project was advertised in the JH News & Guide Weekly for two weeks beginning May 9th, 2018.

On May 24th the Town received the following bids for the project:

Evans Construction Company = \$ 142,740.00

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

- Approve the construction contract of the 2018 Chip Seal Improvement Project, and continue the current Chip Seal Maintenance schedules
- Place the Chip Seal Maintenance Program on hold by denying the contract
- Deny the Chip Seal contract proposed and consider putting the funds into other Street Maintenance Projects such as accelerate patching or overlays

[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 Chip Seal Program was designed and will 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 shall be completed with FY 2019 Street Maintenance funding budget.

STAFF IMPACT

During this project the majority of the PW staff shall be involved with communicating traffic impacts and advising drivers of the best way to navigate through Town to their destination, performing grading preparation work on alley ways, and sweeping excess chips from roadways. It is estimated that a minimum of 120 hours of PW staff time shall be required.

LEGAL REVIEW

No legal review is proposed as we are utilizing a previously reviewed contract.

RECOMMENDATION

That the Town Council approves of the construction contract for 2018 Chip Seal Improvement Project as presented.

SUGGESTED MOTION

I move that the Town Council approve of the construction contract for the 2018 Chip Seal Improvement Project with Evans Construction Company of Jackson, WY in the amount of \$142,740.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2018
MEETING DATE: June 18, 2018

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

SUBJECT: Special Event- Paws of Jackson Hole – Tuxes & Tails Gala on the CFA lawn.

STATEMENT/PURPOSE

The Town Council approves the exemptions from stipulations in Center for the Arts lease agreement.

BACKGROUND/ALTERNATIVES

Paws of Jackson Hole has requested that the Tuxes & Tails Gala annual event scheduled for the Center Park on the Center for the Arts Lawn on June 22nd be allowed to operate with amplified sound until 10:00 PM.

The Center for the Arts is permitted to conduct events on the Center Park; however, the CFA's current Conditional Use Permit states that events held on the Center lawn must cease by 9:00 PM, unless a Special Event Permit is issued by the Town of Jackson.

- O. **Outdoor Operating Hours.** Outdoor events or events in which the amphitheater doors are open shall end by 10:00 p.m. in the amphitheater and by 9:00 PM in all other outdoor areas unless a Special Event Permit is issued by the Town of Jackson.

Thus, in order for the special event to operate until 10:00 PM they would need to obtain approval from the Town Council for an exemption from their lease. The Town Council approved a similar request last year and there no significant changes from last year's request.

The application has been submitted to all Town departments for review. In the past the Police Department has received noise complaints from neighbors of the Center for the Arts for events held on the lawn.

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

1. Permission to operate on the Center for the Arts lawn until 10:00 PM.
2. Permission for amplified sound on the Center for the Arts lawn until 10:00 PM.

ATTACHMENTS

Special event application.

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

Complete

RECOMMENDATION

Staff makes no specific recommendation with regard to this request. Should Council wish to approve this application, staff recommends that approval be subject to the following condition:

1. 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 request made by Paws of Jackson Hole to allow the annual Tuxes & Tails Gala event to operate on the Center for the Arts lawn until 10:00 PM on June 22, 2018 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



Date Application Received

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

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

APPLICANT INFORMATION

Name of Event: Tuxes & Tails Gala

Name of Organization: PAWS of Jackson Hole

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

Mailing Address: PO Box 13033

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Amy Romaine

Email Address: amy@pawsofjh.org

Work Phone: 307-734-2441

Cell Phone: _____

EVENT INFORMATION

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

Description & Purpose of Event (After submission you can)
(Attach additional sheets if necessary):

To create awareness about local animal issues and raise critical funding for our nine

Location of Event: Center for the Arts Lawn Alternative Location: _____

Date(s) of Event: June 22, 2017 Event Operating Hours: 6:00 PM - 10:00

Event Set Up Begins Date: June 21, 2017 Time: 3:00 PM

Event Clean Up Ends Date: June 24, 2017 Time: 8:00 AM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 250 Total Event: 250
(Spectators and Participants)

Special Considerations (check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales | <input type="checkbox"/> Merchandise Sales | <input type="checkbox"/> Recurring Event |
| <input type="checkbox"/> Ticketed Admission | <input checked="" type="checkbox"/> Sound Amplification | <input checked="" type="checkbox"/> Pets or Animals |
| <input checked="" type="checkbox"/> Tents | <input type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure |
| <input 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: Shawn Meisl Cell Phone: 307-413-2222

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):

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

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

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☒ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request: _____

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☐ No

If "Yes", please indicate times: Start Time: 6:00 PM Finish Time: 10:00 PM

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

PRO Playing near Center Doors to Lawn

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

*CFA+
BIO
CATERING*

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☒ Yes

☐ No

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

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

If "No", please explain: We will have access to all the bathrooms at the Center for the Arts

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

☐ No

Will you be offering any alcoholic beverages besides beer?

☒ Yes

☐ No

If "Yes", what will be offered in addition to beer? Full bar, wine, cocktails

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event: _____

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☒ Yes

☐ No

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

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

When will these recycling receptacles be delivered? _____

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

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

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

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

No significant changes - same as 2017.

Special Event Application

TOWN IMPACT SURVEY

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

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

75% Estimated percentage of Jackson resident participants and/or spectators at the special event.

15% Estimated percentage of local area participants and/or spectators at the event. This would include participants and spectators from Victor, Alpine, Driggs and the other areas surrounding Jackson that would not require an overnight stay in Jackson.

5% Estimated percentage of out-of-town participants and/or spectators at the special event.

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

☒ Yes

☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: AMR

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: AMR

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: AMR

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: AMR

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: AMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT:



Signature

APPLICANT: Amy M. Romaine

Printed Name

DATE:

~~2017~~ 5/15/2018

TITLE: Executive Director

Hand-drawn floor plan of a banquet hall for a fundraising event. The plan includes the following areas and features:

- Top Section:** CFTA, lobby bar, stairs, photo booth, Raffle Item display, Check in.
- Green Band Area:** Pro Band.
- Seating Area:** Numerous circular tables arranged in rows. Many are labeled "GENERAL SEATING", and some are labeled "Reserved".
- Stage:** Labeled "STAGE" with a handwritten "40" above it.
- Buffet:** Labeled "BUFFET" with a downward arrow pointing to the seating area.
- Tables:** Two rectangular tables at the bottom right labeled "Live Auction Items" and "Empty table for Raffles".
- Other Features:** Check out, Bar, heaters, and various handwritten notes including "GRR", "tent", and "40".



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2018
MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier, Special Events Coordinator

SUBJECT: Special Event: Fourth of July Street Breakfast

PURPOSE/STATEMENT:

Consideration of special event applications requesting the use of Town streets, services of personnel, and use of equipment on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES:

The applicant, the Jackson Hole Lions Club, requests permission to host a 4th of July Street Breakfast on Deloney Avenue between Cache and Center on July 4, between 7:00 A.M. and 10:30 A.M. Set up will begin at 5:00 A.M. and clean-up will end by 1:00 P.M. The expected audience is 1,300. Two tents are used during the event: one to prepare food and the other for the breakfast. The applicant requests the use of barricades for the Deloney closure between Cache and Center from 5:00 A.M. to 1:00 P.M. The applicant is also requesting closure of parking spaces on the south side of Deloney (George Washington Memorial Park side of the street) from 5:00 P.M. on July 3 until 5:00 A.M. on July 4th for staging of equipment (tables, chairs, grills, tents, etc...).

Significant request change from previous years: Due to the construction taking place on Center Street between Deloney and Gill, the applicant is requesting to move the location of the annual street breakfast from Center Street (between Deloney and Gill) to Deloney (between Cache and Center). The applicant is also requesting parking space closures along the south side of Deloney between 5:00 P.M. on July 3 until 5:00 A.M. on July 4 for staging of equipment used for the breakfast.

The application has been sent to all departments for review.

ATTACHMENTS:

Special Event Application
Map

FISCAL IMPACT:

Fiscal impact is minimal but includes costs associated with on-duty Public Works personnel to deliver barricades and Police Department personnel assistance with posting of no-parking signage. The cost to the Public Works department for all 4th of July events is estimated at \$1,700 including street sweeping and barricade assistance. (The services provided by Public Works overlap from 4th of July event to event). No income from temporary business license as applicant is a non-profit with all proceeds directly benefitting the The Jackson Hole Lion's Club (Town of Jackson Municipal Code 5.21.060 (2)).

STAFF IMPACT:

On-duty Public Works personnel to deliver barricades and Police Department personnel assistance with posting of no-parking signage.

LEGAL REVIEW:

N/A

RECOMMENDATION:

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

1. The applicant shall clean up immediately after the event and shall be responsible for the collection and removal of all trash generated by the event. The applicant shall provide additional on-site trash receptacles.
2. The applicant shall not block the roadway longer than necessary and shall remove all barricades at the conclusion of the event without delay.
3. The applicant shall coordinate all food service with Teton County Public Health prior to serving food to the public.
4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least one week prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
5. The applicant shall not block any sidewalk or obstruct pedestrian traffic.
6. The applicant shall maintain an emergency vehicle access lane during the event.
7. Banners are not permitted unless approved in advance by separate application to the Planning and Building Department.
8. All power or sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
9. The applicant shall provide advance notice to all parties who will be affected by the road closure.
10. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
11. 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).
12. 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).
13. 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)
14. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
15. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
16. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
17. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
18. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

19. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
20. 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).
21. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
22. The applicant shall be responsible for the closure of the street and the procuring, posting and removal of any signage including but not limited no parking and handicapped parking signs associated with the event.
23. An adequate number of designated handicapped parking spaces shall be established in the vicinity of the event.

SUGGESTED MOTION:

I move to approve the special event application made by the Jackson Hole Lions Club for the Fourth of July Street Breakfast, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: 4th of July Breakfast

Name of Organization: Jackson Hole Lions Club

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

Mailing Address: PO Box 1343

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Kelly Bass

Email Address: kgbass@hotmail.com

Work Phone: 307-690-3489 Cell Phone: 307-690-3489

EVENT INFORMATION

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

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

To serve breakfast before the 4th of July parade

Location of Event: Deloney b/t Center and Cache Alternative Location: _____

Date(s) of Event: July 4, 2018 Event Operating Hours: 5 am to 1 pm

Event Set Up Begins Date: July 03, 2018 Time: 5 pm

Event Clean Up Ends Date: July 04, 2018 Time: 1 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 1300 Total Event: 1300
(Spectators and Participants)

Special Considerations (check all that apply):

- | | | |
|--|--|---|
| <input type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling | <input checked="" type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales | <input type="checkbox"/> Merchandise Sales | <input type="checkbox"/> Recurring Event |
| <input checked="" type="checkbox"/> Ticketed Admission | <input type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals |
| <input 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 checked="" 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: Michael Schrotz Cell Phone: 307-690-8389

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):

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

Deloney St between Center St and Cache	July 3 - July 4	July 3 5 pm	July 4 1 pm

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: 30 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:

6 _____ Large Street Barricades	4 _____ "Road Closed" Street Signs
4 _____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

<input type="checkbox"/> Event Security	<input type="checkbox"/> Mounted Horse Patrol	<input type="checkbox"/> Traffic Control
<input type="checkbox"/> Race Lead Vehicle	<input type="checkbox"/> Parade Lead Vehicle	<input type="checkbox"/> General Presence
<input checked="" 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: _____

Helping with closing half of Deloney on July 3 in eve and road closure / no parking signs

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: P&R said we could use electricity and water connection

corner of town square at Deloney and Center

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: Restroom facilities down the street _____

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

Restroom Company: _____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Just an entrance fee to our all you can eat breakfast

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? To be determined

How many trash receptacles will be supplied for your event? 2

When will the trash receptacles be delivered? July 3

When will the trash receptacles be picked up and removed from site? July 4 or 5

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

We will also have trash cans lining the street to put garbage in and then putting the garbage into the dumpster or we will take the trash off site

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 5

When will these recycling receptacles be delivered? July 4

When will recycling receptacles be picked up and removed from site? July 4

Describe your plan for collection and removal of recyclable materials during your special event:
We use our plastic tubs and / or garbage bags to check recycling and then dispose off site

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:

We have had to move the breakfast from Center Street due to Wells Fargo construction on the corner of Center and Deloney. So we have moved it to Deloney which may help with traffic as that is a one way street. We have a site plan attached and hope to utilize the water and electricity from the Square from Parks and Rec who we have already contacted them about. We wish to close one side of Deloney the evening of the 3rd so we may get the trailer full of tables from Hoback Fire Dept on one side of the street for easy unloading on the 4th. The contact person can only deliver it on the 3rd and then pick it up after the breakfast. We may need to put the grills and other trucks on that side the night before as well. We used to have the alley by the bank and parking area behind the bank to use prior. We hope to use the Town's tents that have been offered for food prep and if we don't have enough room on the street, can we put them on the town square park by the fence by the shed (see map). The Community Band will also play for a short time during the breakfast and that will be on the Cache / Deloney side.

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: kgb

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: kgb

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: kgb

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: kgb

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: kgb

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Kelly Bass

Printed Name

DATE: 06/06/2018

TITLE: Co-Organizer



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne Devries Robinson

PRESENTER: Carl Pelletier, Special Events Coordinator

SUBJECT: FEC (Federal Electrical Contractors) June Meeting – Historic Yellowstone Bus Parking

STATEMENT/PURPOSE

The Mayor and Council approve the use of town streets and temporary no parking signage for special events.

BACKGROUND/ALTERNATIVES

The applicant, Cache Valley Electric, requests permission reserve 2 parking spaces in front of the Million Dollar Cowboy Bar on Tuesday, June 26, 2018 from 5:00 P.M. until 10:00 P.M. The applicant is requesting to park a fully-restored antique 1925 bus that was initially commissioned for use in Yellowstone National Park in the 1920's. The applicant is hosting a Federal Electrical Contractors conference in Jackson from June 24 – June 27. One of the activities planned for this conference is a farewell dinner at the Million Dollar Cowboy Bar on June 26. The applicant is requesting to showcase this vehicle for all to view (conference goers, residents and visitors) outside of the Cowboy Bar.

There will be no sales conducted from this vehicle. There is no advertising associated with this vehicle. The applicant is requesting two parking spaces reserved in front of the Million Dollar Cowboy Bar for the vehicle to be showcased. The owners of the Million Dollar Cowboy Bar have been notified of this request and are favorable to the idea.

The applicant requests the following from the Town in association with event:

1. Permission to reserve two parking spaces in front of the Million Dollar Cowboy Bar on June 26th from 5:00pm – 10:00pm.
2. Permission to post "No Parking" signs in front of these two spaces prior to the event.
3. Use of Town barricades and street signs for the parking space closure.

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

ATTACHMENTS

Special Event Application

Letter from the Applicant with an Event Description

A Photo of the 1925 Yellowstone Bus

FISCAL IMPACT

N/A

STAFF IMPACT

Minimal, but includes the services of Public Works staff to issue any town equipment such as cones or barricades that would be necessary for the event.

LEGAL REVIEW

N/A

RECOMMENDATION

If the Council wishes to approve this special event then the staff recommends that the event is subject to the following conditions and restrictions:

1. The applicant shall clean up immediately following the event and shall be responsible for the collection and removal of all refuse generated by each event.
2. All walkways and boardwalks must be kept unobstructed at all times.
3. The applicant shall coordinate any road or parking space closures with the Police Department.
4. The applicant shall be responsible for the production, posting, and removal of the no parking signs.
5. The applicant shall notify, in advance, all business affected by any parking space closures.
6. The applicant shall not block the store fronts of businesses.
7. 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.
8. The applicant shall be responsible for the check out, pick up, set up and return of all barricades and road signs from the Public Works Department. The applicant will be responsible for any deposit required for this equipment.

SUGGESTED MOTION

If the Town Council wishes to approve of this special event then staff would suggest the following motion:

I move to approve the special event application submitted by Cache Valley Electric to park a historic 1925 fully-restored Yellowstone Tour bus in front of the Million Dollar Cowboy Bar on Tuesday, June 26, 2018 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: FEC (Federal Electrical Contractors) June Meeting

Name of Organization: Cache Valley Electric

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

Mailing Address: P.O. Box 405

City: Logan State: Utah Zip Code: 84323

Name of Person Completing Application: Autumn Hansen

Email Address: Autumn.Hansen@cve.com

Work Phone: 435-716-8805 Cell Phone: 307-699-9131

EVENT INFORMATION

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

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

See attached

Location of Event: Million Dollar Cowboy Bar Alternative Location: _____

Date(s) of Event: June 26, 2018 Event Operating Hours: 5:00 p.m. - 10:00 p.m.

Event Set Up Begins Date: June 26, 2018 Time: 5:00 p.m.

Event Clean Up Ends Date: June 26, 2018 Time: 10:00 p.m.

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply): 2 Parking spaces to display our fully restored 1925 Yellowstone Tour Bus

- | | | |
|--|---|--|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales | <input type="checkbox"/> Merchandise Sales | <input type="checkbox"/> Recurring Event |
| <input type="checkbox"/> Ticketed Admission | <input type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals |
| <input type="checkbox"/> Tents | <input type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure |
| <input 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: Brett Hugie Cell Phone: 435-757-9366

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):

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

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

☒ Yes

☐ No

If "Yes", how many parking spaces will be unavailable due to the event: 2 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:

CVE will provide 8 traffic cones to close the 2 desired parking spaces while the antique bus is being moved into place.

_____ Large Street Barricades

_____ "Road Closed" Street Signs

_____ Small Sidewalk Barricades

_____ "Local Traffic Only" Street Signs

_____ 28 Inch Street Cones

_____ "Detour" Street Signs

_____ Candlestick Cones

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☐ General Presence

☐ Towing / Ticketing

☒ Assistance with
Parking Closures

☐ Assistance with
Street Closures

Please describe in detail your request: Approval to display fully restored antique 1925 Yellowstone Bus in public parking spaces for more than 3 hours.

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: N/A

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☒ No

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

Will your event feature any musical entertainment?

☐ Yes

☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☐ Yes

☐ No

Auto insurance cards can be provided upon request if needed.

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes☐ No

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

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

If "No", please explain: Parking of bus beyond the 3 hour limit

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes☐ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

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 restrlctions.

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: AH

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: AH

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: AH

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: AH

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: AH

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: Autumn Hansen
Signature

APPLICANT: Autumn Hansen
Printed Name

DATE: 5/31/18

TITLE: PAYROLL MANAGER

Special Event Town of Jackson request.

Description of event:

This is an event for members of Federated Electrical Contractors which is being held in Jackson, Wyoming, June 24-27, 2018.

One of the activities planned is a farewell dinner taking place at the Million Dollar Cowboy Bar on the evening of June 26th. As part of this event, we would like to showcase our fully-restored antique 1925 White bus. These vehicles were commissioned for use in Yellowstone National Park in the 1920's and later. The convertible top made these the ideal vehicles for sightseeing throughout Yellowstone National Park. We would like to showcase this vehicle for the residents as well as the visitors of Jackson Hole. We are requesting to have two parking spaces blocked off in order to accommodate this bus during this short window of time on the evening of June 26th.

While most people won't remember these iconic open-air park busses, all can enjoy the rich history surrounding some of the first visitors to Yellowstone National Park. And what better place to view such a sight as in front of the iconic Million Dollar Cowboy Bar of Jackson, Wyoming.

We invite all of Jackson to stop by and glimpse a moment into the past of this unique area and vehicle.

Event Site Plan



1925 Yellowstone Bus to be parked in front of Million Dollar Cowboy Bar June 26, 2018 from 5-10 p.m.





May 31, 2018

Mr. Buddy Howell
General Manager
Million Dollar Cowboy Bar
25 North Cache Street
Jackson, WY 83001-0621

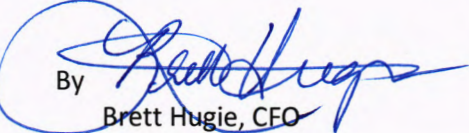
Dear Buddy,

As previously discussed, we would like to display our fully-restored antique 1925 White Bus, affectionately referred to as a "Yellowstone Bus", in front of your business the evening of June 26, 2018 while our members enjoy dinner and music in your fine establishment.

Our bus would occupy two public parking spaces outside the front doors of your business for approximately 5 hours June 26th. We anticipate moving the bus into place at 5:00 p.m., where it will be accessible for viewing by residents and visitors of Jackson Hole until 10:00 p.m. the same evening.

Thank you for your willingness to accept and accommodate us with this request.

Sincerely,
CACHE VALLEY ELECTRIC COMPANY

By 
Brett Hugie, CFO



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 15, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne Devries Robinson

PRESENTER: Carl Pelletier, Special Events Coordinator

SUBJECT: Budweiser Clydesdale Horse Team and Hitch on the Town Square

STATEMENT/PURPOSE

The Mayor and Council approve the use of town streets and temporary no parking signage for special events.

BACKGROUND/ALTERNATIVES

The applicant, Osprey Beverages, requests permission reserve parking spaces on Wednesday, June 27, 2018 from 5:00 P.M. until 8:00 P.M. The applicant is requesting to bring the Budweiser Clydesdale Horse Team and Hitch to the Town Square for residents and visitors to observe and enjoy.

The applicant is requesting to reserve approximately 6 parking spaces in front of the Snake River Brewery between the hours of 5:00 P.M. and 6:00 P.M. to stage the horse team and hitch. The Clydesdales will then proceed north on Milward to Deloney. The Clydesdales will then proceed east on Deloney. The applicant is requesting 10 parking spaces on south side of Deloney between Cache and Center to park the hitch and Clydesdale team between the hours of 6:00 P.M. and 8:00 P.M. At approximately 8:00 P.M. the Clydesdale team and hitch will proceed back to Milward by the Snake River Brewery and unhitch the team. The applicant has indicated that they would have volunteers to assist with traffic while the team crosses intersections. If available, members of the Jackson Police Department will be willing to assist with these intersection crossings, but the applicant is aware that the department is currently short staffed the resources are not present to dedicate staff to assist with intersection crossings.

There will be no sales conducted. The owners of the Snake River Brewery have been notified of this request and are favorable to the idea.

The applicant requests the following from the Town in association with event:

1. Permission to reserve 6 parking spaces in front of the Snake River Brewery on June 27th from 5:00 P.M. – 6:00 P.M.
2. Permission to reserve 10 parking spaces on the south side of Deloney (between Cache and Center) adjacent to the George Washington Memorial Park on June 27th from 6:00 P.M. – 8:00 P.M.
3. Permission to post “No Parking” signs in front of these two spaces prior to the event.
4. Use of Town barricades and street signs for the parking space closure.
5. Permission for the Clydesdale horse team and hitch to utilize Town streets.

This application has been submitted to all Town departments for review. Upon review of the application by the Police Department, alterations from the initial request are presented above.

A little background on the Budweiser Clydesdales obtained from the Budweiser website. “The Budweiser Clydesdales made their first-ever appearance on April 7, 1933. A gift from August A. Busch, Jr. and Adolphus Busch to their father in celebration of the repeal of Prohibition, the presentation of the original two six horse hitched of champion Clydesdales moved father, sons and drivers to tears. The phrase ‘crying in your beer’ was officially coined shortly thereafter. No strangers to television broadcasts and parades, the Budweiser Clydesdales have figured prominently in two Presidential inaugurations. They appeared in Harry Truman’s inaugural parade in 1949, and then again for Bill Clinton’s in 1993.”

ATTACHMENTS

Special Event Application

FISCAL IMPACT

N/A

STAFF IMPACT

Minimal, but includes the services of Public Works staff to issue any town equipment such as cones or barricades that would be necessary for the event.

LEGAL REVIEW

N/A

RECOMMENDATION

If the Council wishes to approve this special event then the staff recommends that the event is subject to the following conditions and restrictions:

1. The applicant shall clean up immediately following the event and shall be responsible for the collection and removal of all refuse generated by each event.
2. All walkways and boardwalks must be kept unobstructed at all times.
3. The applicant shall coordinate any road or parking space closures with the Police Department.
4. The applicant shall be responsible for the production, posting, and removal of the no parking signs.
5. The applicant shall notify, in advance, all business affected by any parking space closures.
6. The applicant shall not block the store fronts of businesses.
7. The applicant shall work with the Jackson Hole Playhouse to coordinating the timing of the rival of the Clydesdale horses and the conclusion of the nightly shootout on the Town Square.
8. The applicant shall utilize volunteers to assist with traffic control at all intersection crossings.
9. The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.
10. The applicant shall be responsible for the check out, pick up, set up and return of all barricades and road signs from the Public Works Department. The applicant will be responsible for any deposit required for this equipment.

SUGGESTED MOTION

If the Town Council wishes to approve of this special event then staff would suggest the following motion:

I move to approve the special event application submitted by Osprey Beverages to bring the Budweiser Clydesdale Horse Team and Hitch to the Town Square on Wednesday, June 27, 2018 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Budweiser Clydesdales

Name of Organization: Osprey Beverages

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

Mailing Address: PO BOX 470

City: JACKSON State: WYOMING Zip Code: 83001

Name of Person Completing Application: LEO GUTIERREZ

Email Address: LGUTIERREZ@WYOM.NET

Work Phone: 307.733.6767 Cell Phone: 307.699.0406

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: CLYDESDALE HITCH AROUND TOWN SQUARE.

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

PARK CLYDESDALE HITCH IN FRONT OF COWBOY BAR

Location of Event: MILLION DOLLAR COWBOY BAR Alternative Location: _____

Date(s) of Event: 6/27/2018 Event Operating Hours: 5-8

Event Set Up Begins Date: June 27, 2018 Time: 5-8PM

Event Clean Up Ends Date: _____ Time: _____

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 250 Total Event: 250
(Spectators and Participants)

Special Considerations (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Cooking/Grilling | <input type="checkbox"/> Electricity Requested |
| <input type="checkbox"/> Food Sales | <input type="checkbox"/> Merchandise Sales | <input type="checkbox"/> Recurring Event |
| <input type="checkbox"/> Ticketed Admission | <input type="checkbox"/> Sound Amplification | <input checked="" type="checkbox"/> Pets or Animals |
| <input type="checkbox"/> Tents | <input type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure |
| <input 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: LEO GUTIERREZ Cell Phone: 307.699.0406

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):

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

If "Yes", how many parking spaces will be unavailable due to the event: 4 parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients? ☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

POLICE LEAD VEHICLE

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: _____ Finish Time: _____

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☐ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☐ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ☐ No

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

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: lg

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: lg _____

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: lg

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: lg

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: lg

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Leo A. Gutierrez

Printed Name

DATE: 06/11/2018

TITLE: President

N Cache St

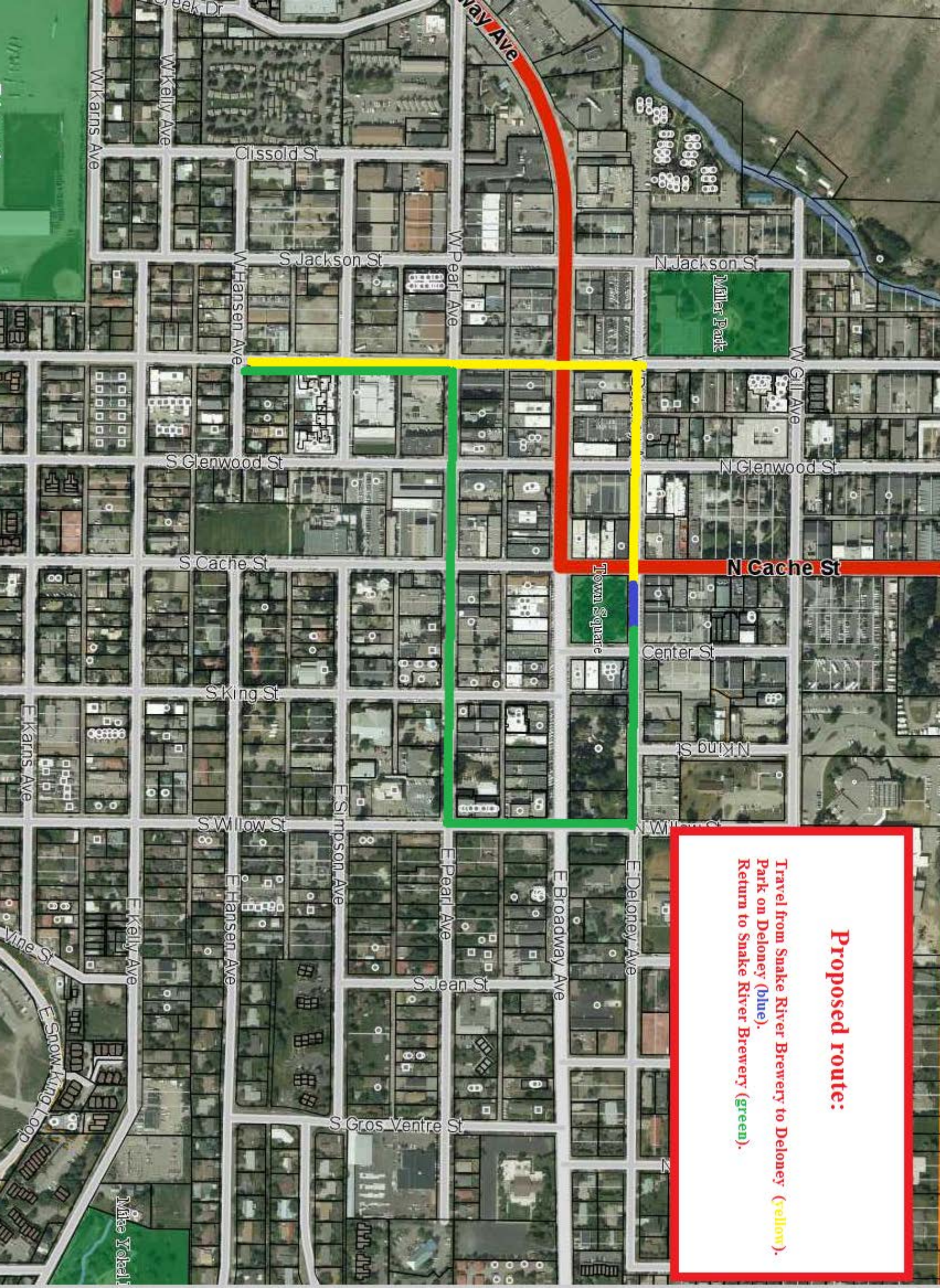
PROPOSED PARKING CLOSURE

E Delaney Ave

Town Square

Proposed route:
Travel from Snake River Brewery to Deloney (yellow).
Park on Deloney (blue).
Return to Snake River Brewery (green).

Proposed route:
Travel from Snake River Brewery to Deloney (yellow).
Park on Deloney (blue).
Return to Snake River Brewery (green).





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 14, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: INDIAN ARTS – TERRY & JOY KENNEDY

SUBJECT: TEMPORARY SIGN PERMIT – INDIAN ARTS GOING OUT OF BUSINESS

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at times:

Indian Arts (105 E. Broadway Ave) – June 18, 2018 through October 18, 2018

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

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner located at Indian Arts, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs for the Indian Arts may be installed during:
June 18, 2018 through October 18, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Indian Arts, subject to three (3) conditions of approval.

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

Design Your Banner

 delete

 undo

 ? Free Design Help

Sign Type

Banner

Sign Size

W 96

H 22

in.  ft.

Save & Continue

GOING OUT OF BUSINESS
50% to 75%
OFF

*To be placed over existing wooden sign
above door into the store.*

Brendan Conboy

From: Terry Kennedy <tk Sundance@earthlink.net>
Sent: Wednesday, June 13, 2018 12:36 PM
To: Brendan Conboy
Subject: Raindance Indian Arts temporary sign

TO: CITY OF JACKSON
FROM: RAINDANCE INDIAN ARTS
RE: CODE VIOLATION AND REQUEST FOR SIGN PERMIT
DATE: JUNE 13, 2018

Dear City of Jackson;

Raindance Indian Arts has been in the same location in Jackson for 35 years. The store and its owners, Terry and Joy Kennedy, have outlived two recessions, several downturns in global and American economy, and a number of other maladies affecting the town of Jackson. Now however, the owners of the building, in which Raindance has made its home all these years, have sold the building to developers, causing Raindance to lose their lease. So, forced to move or liquidate, we, the owners, have chosen to liquidate, and have therefore, placed liquidation signs in our windows, as well as one sign outside the store, in attempts to attract as many people into our store as we can this summer, hoping to recoup at least some of the loss of our business.

However, we have been informed by the code enforcement officer, that signs placed outside a storefront, violate code, and we must get a permit from the town for any signage placed outside the store. What we want to do is place a, "Going Out of Business" banner, over our regular "Raindance" signage that is outside the store, and that has been permitted for 34 years. This signage would be professionally printed. We feel that our need for this sign is integral to our liquidation sale, because only signs placed outside the storefront, are visible to greater amounts of foot, as well as vehicular traffic. All the other signs, located within the store, or in the window, are only visible by traffic walking directly in front of the store, and thus do not produce the attention from the public that we really need in order to make our liquidation sale work at its maximum potential.

We have done our due diligence, and went around the town to photograph and document the MANY other businesses in violation of this code, and yet allowed to maintain the position of their signs! These violations include banners, sandwich boards, and other signs, all placed outside the storefronts. Some of these businesses have their entire windows covered with signs. We feel discriminated against, because none of these other businesses have been given a code violation, nor are they required to attain a permit!

We are NOT going out of business by choice! We have been forced out by the sale of our building to developers. We have paid sales tax for 34 years, and will be paying more sales tax in the next four months than we have paid in the last four years, IF we are allowed to make maximum potential of our store front and place a sign outside our store front that attracts more of the public's attention.

As a business that has benefited the town of Jackson for 34 years, and that has been forced out of the town, we are asking the town to consider our complaint, and reconsider its stand on our one sign that is so necessary to our ability to help recoup the loss of our business!

Most Sincerely,



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 14, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING

DEPARTMENT DIRECTOR: TYLER SINCLAIR

PRESENTER: TYLER SINCLAIR

APPLICANT: WHITE HORSE SOCIAL – SARAH HOFFMAN

SUBJECT: TEMPORARY SIGN PERMIT – WHITE HORSE SOCIAL

STATEMENT/PURPOSE

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

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at times:

Cutty's (1140 W. Highway 22) – July 2, 2018 through July 24, 2018

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

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner located at Cutty's, subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs for the White Horse Social may be installed during:
Cutty's (1140 W. Highway 22) – July 2, 2018 through July 24, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with White Horse Social, subject to three (3) conditions of approval.

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



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

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

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

EVENT NAME:

Event Name:

White Horse Social

Physical Address of Event:

Fair Grounds

Description of Event:

Fundraiser

EVENT SPONSOR/APPLICANT:

Name:

Sarah Hoffman

Phone:

307 690 9780

Mailing Address:

P.O. Box 12203 Jackson WY

ZIP:

83002

E-mail:

Sarah.hoffman1227@gmail.com

Non-Profit:

☒ For Profit: ☐

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

Business/Description:

Cathy's Bar & Grill

Business/Description:

Cathy's Bar & Grill

Physical Address:

1140 State Hwy 22

Physical Address:

1140 State Hwy 22

Dates of Display:

Jackson WY

Dates of Display:

July 2 - July 24

Consent from Owner Obtained? Yes ☐ No ☐

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description:

Business/Description:

Physical Address:

Physical Address:

Dates of Display:

Dates of Display:

Consent from Owner Obtained? Yes ☐ No ☐

Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Attach the following:

Have been sent Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

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

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

Signature of Authorized Event Applicant

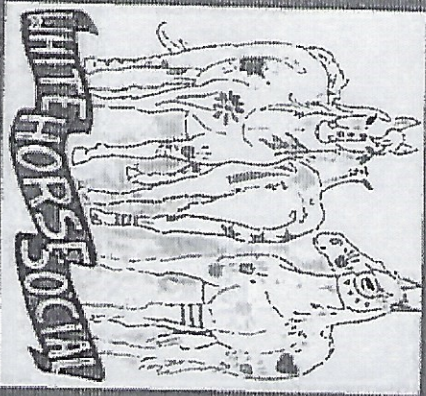
Date

Applicant Name Printed

Title

Blue background with white lettering

Logo is full color with yellow, red, green, blue, + purple



The White Horse Social

Tuesday Night of Fair Week

6-8 PM at the Teton County Fairgrounds Food Court

*Family Fun for All Ages - Pony Painting - Ice Cream Social
Raffles - Silent Auction - Dinner - Kids' Activities*

Dates:

~~Sign 1~~ Sign 1: July 12-21

Sign 2: July 5-21

Sign 3: June 7-13



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 12, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Finance

DEPARTMENT DIRECTOR: Kelly Thompson

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Public Hearing for Fiscal Year 2019 Town Budget

STATEMENT/PURPOSE

The purpose of this item is for the Town Council to conduct a public hearing on the FY19 Town Budget.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear public comment regarding the budget. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING.

BACKGROUND/ALTERNATIVES

Pursuant to Wyoming Statute 16-4-109(b) the Town Council must conduct a public hearing on the budget not later than the third Tuesday in June.

It would be appropriate for the Mayor to tap the gavel and officially open a public hearing on the FY19 Town of Jackson budget.

After public comment has been taken, the Mayor then taps the gavel again and closes the public hearing.

Pursuant to Wyoming Statute 16-4-111(a) the Town Council must then adopt the budget within 24 hours of the conclusion of the public hearing. Adoption of the budget is scheduled for tonight later on in the agenda under the Resolution portion of the meeting. Should the Council wish to conduct the public hearing tonight and adopt the budget later, they would need to complete that adoption no later than Tuesday, June 19 in the evening.

Staff recommends the Council conduct the public hearing and adopt the budget later in the meeting.

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

1. Conduct the public hearing on the FY19 budget and adopt the budget later in the meeting.
2. Conduct the public hearing on the FY19 budget and direct staff to notice a special Town Council meeting to occur no later than June 19 in the evening.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the Town Council, Town staff, the Town organization, and the citizens of the Town of Jackson.

ATTACHMENTS

None. The budget adoption resolution is presented later in the agenda.

FISCAL IMPACT

There is no fiscal impact associated with conducting the public hearing on the budget.

STAFF IMPACT

There is no staff impact associate with conducting the public hearing on the budget.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends the Council conduct the public hearing on the FY19 budget and adopt the budget later in the meeting.

SUGGESTED MOTION

No motion necessary.

Synopsis for PowerPoint (120 words max):

Background:

Pursuant to Wyoming Statute 16-4-109(b) the Town Council must conduct a public hearing on the budget not



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 7, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PREPARED BY: Sandy Birdyshaw, Town Clerk

SUBJECT: Teton Brewing Company LLC d/b/a Stillwest Brewery and Grill: Request to add Outdoor Liquor Service to their Restaurant Liquor License

STATEMENT/PURPOSE

The Town Council is the local licensing authority with the ability to regulate liquor licenses.

BACKGROUND/ALTERNATIVES

The Town Council approved a restaurant liquor license with a dual microbrewery permit for Teton Brewing Company LLC on June 19, 2017. Teton Brewing's building is nearing completion at 45 East Snow King Avenue.

These dual licenses were approved under the "old" W.S. 12-4-103(a)(iv) which allowed two years to become operational, or until June 18, 2019. At the time of their application, the *doing business name* was Bourbon Rock Brewing Company. The owners changed their d/b/a name to Stillwater Brewery and Grill in October, and recently changed it to be Stillwest Brewery & Grill, which they plan to open under.

When Council approved the microbrewery and restaurant liquor license applications last June, a 6th condition of approval was "*The applicant shall request, and obtain Town Council approval prior to any service or consumption of alcohol on any adjacent outdoor deck or patio.*"

As their construction is nearing completion, the licensee is coming back to Council to request permission to add outdoor service of alcoholic and malt beverages in two areas, as follows:

1. On the 2nd floor deck facing Snow King Mountain (malt beverage and alcohol service):
 - This area meets W.S. 12-5-201(a) as it is immediately adjacent and enclosed. It has two points of emergency egress on the west and east side.
 - Restaurant staff will take drink orders from seated outdoor customers, alcohol or malt beverages would be poured in the restaurant dispensing room, and delivered to the table.
 - Customers will leave by going back through the main dining room, allowing staff to monitor and prevent customers from leaving with open containers.
2. On the ground level Forecourt area facing Snow King Mountain (malt beverage only):
 - The Forecourt is located within the licensed building footprint, being enclosed on three sides by building structure and has a full sprinkled ceiling. It is open on the side facing Snow King Avenue between stone columns.

- The forecourt would also serve as a waiting area for the restaurant dining room. It is located adjacent to their retail shop including a malt beverage tap station.
- Applicant shall install signage regarding Town of Jackson open container laws on the stone columns. If necessary applicant will use roping to further enclose the area between columns and designate staff to monitor and prevent customers from leaving with open containers.

The following is an excerpt from Wyoming State Statute 12-5-201(a) as it relates to serving alcoholic beverages outside of the licensed building: *“Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority.”*

ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

Allowing businesses the flexibility to attract locals and guests by hosting outdoor seating with a magnificent view of Snow King at their licensed premises supports the Town is Heart. It will attract folks to the outer skirts of the downtown area to enjoy an excellent dining experience and awesome mountain views at the same time. It also supports Economic Sustainability as it is a location that will generate sales tax revenues.

ATTACHMENTS

Floor Plan, photos

FISCAL IMPACT

None

STAFF IMPACT

Impact to staff is within normal duties of reviewing and processing a liquor application, placing required legal notices, and internal communications.

LEGAL REVIEW

RECOMMENDATION

Staff does not recommend denial or approval. The Town Council has many options, some of which are listed below:

1. Approve outdoor liquor service with the following conditions:
 - 1) Approval is contingent on applicant having complied with all Town of Jackson Building Codes, Land Development Regulations, and obtaining all required permits and approvals from all applicable Town/County departments.
 - 2) Approval of outdoor liquor service applies to the 2nd floor deck.
 - 3) Approval of malt beverage consumption in the forecourt includes that the applicant shall install signage regarding Town of Jackson open container laws on the stone columns. If necessary applicant will use roping to further enclose the area between columns and designate staff to monitor and prevent customers from leaving with open containers.
 - 4) Any changes to the plan of operations for outdoor service shall come back for Town Council review.
 - 5) Any additional minor corrections deemed necessary by staff or the Wyoming Liquor Division.
2. Deny the request.
3. Discuss and postpone action to the next regular meeting.
4. Other.

SUGGESTED MOTION

I move to approve outdoor service of alcohol and malt beverages as outlined and conditioned in the staff report, pursuant to Wyoming Statute 12-5-201(a), at Teton Brewing Company LLC d/b/a Stillwest Brewery and Grill located at 45 East Snow King Avenue.

2nd Floor Deck
outdoor seating

Coffee Shop

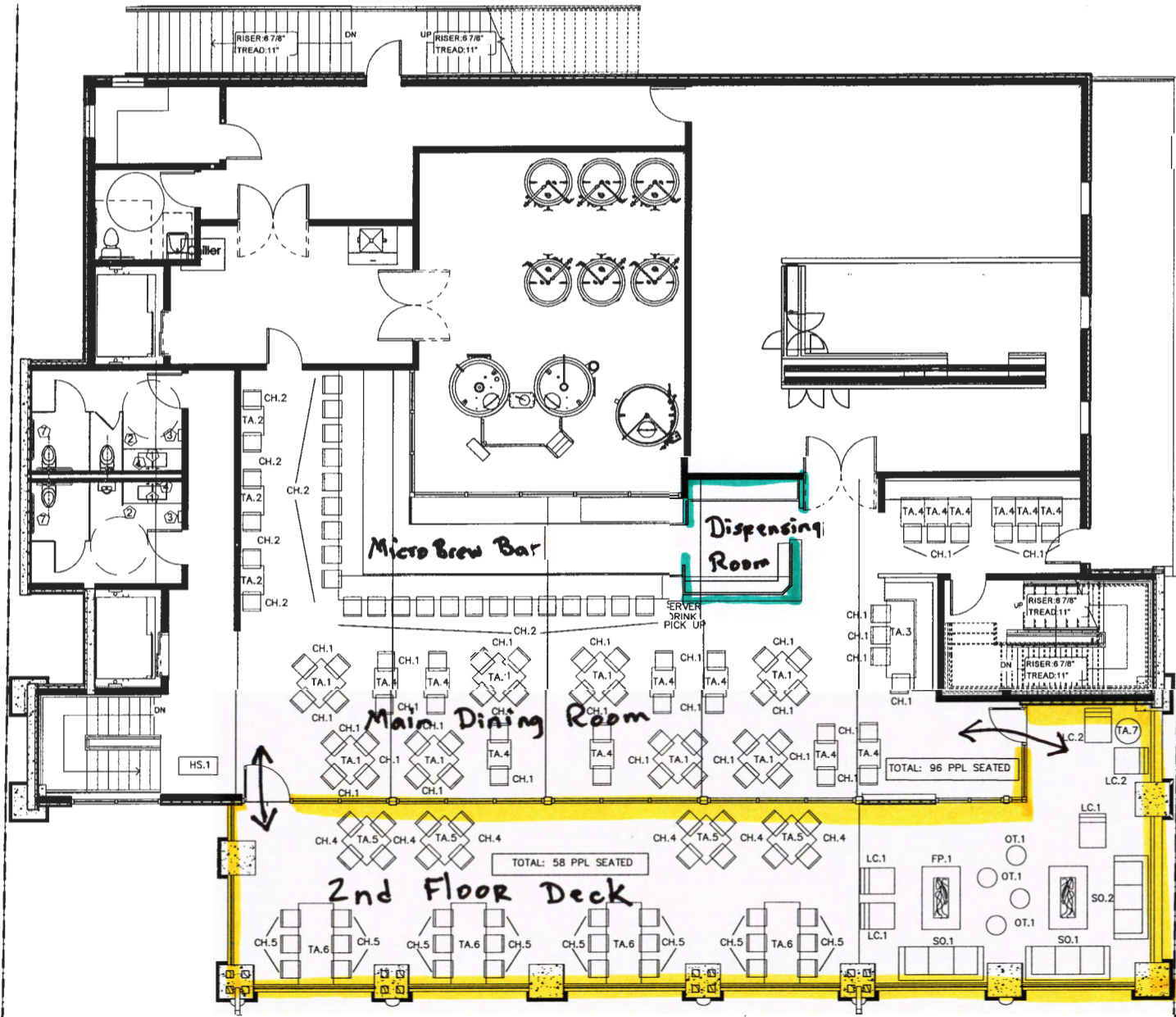
**Ground Level
Forecourt**

Retail /
Taps

SNOW KING AVENUE



2nd floor



SECOND FLOOR FURNITURE PLAN
SCALE: 1/4" = 1'-0"

Snow King
↓



ARCHITECTURAL FIRM
101 BROAD AVENUE SUITE 100
NASHVILLE, TENNESSEE 37203
615.259.1222 FAX 615.259.1223

REVISIONS

No.	Date	Description

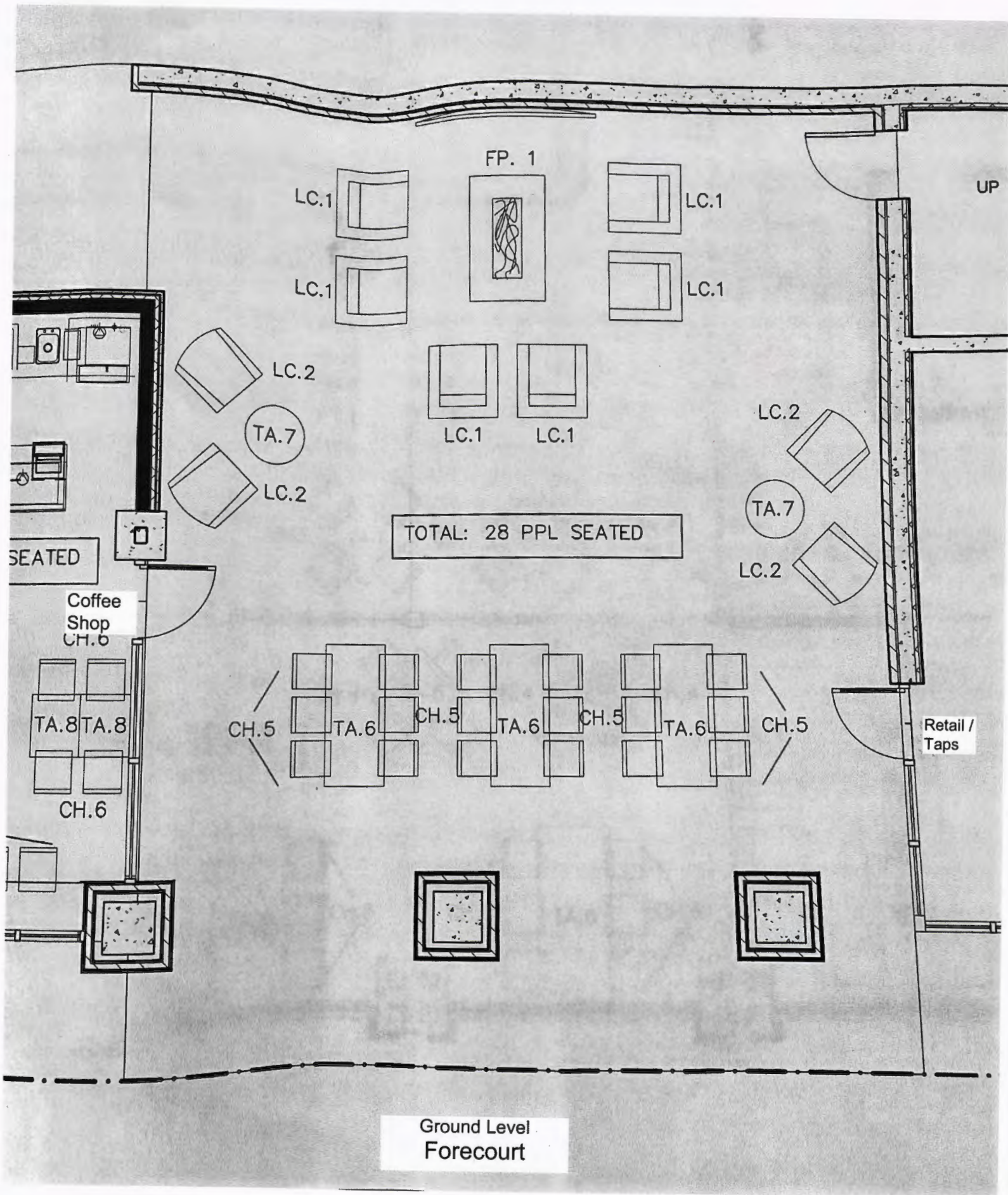
STILLWATER BREWERY AND GRILL
JACKSON HOLE, WY

Notes:
This Document is the
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Unauthorized Use or
Reproduction is
Prohibited.

Date: 12.1.17
Designer: K.A.
Project Designer: A.S.G.
Project #: 1737

FLOOR PLAN
W/ FURNITURE

ID2.2





TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 14, 2018

MEETING DATE: June 18th, 2018

SUBMITTING DEPARTMENT: Administration Department

DEPARTMENT DIRECTOR: Larry Pardee

PRESENTER: Larry Pardee

SUBJECT: Town Parking Garage Lease of Spaces to Jackson Hole Airport – Ride-2-Fly Program

STATEMENT/PURPOSE

The purpose this item is for Town Council to review and consider a draft parking garage lease agreement between the Town of Jackson and the Jackson Hole Airport Board for payment for the use of parking spaces in the Town owned parking garage to allow airport customer parking for the Ride-2-Fly Program.

BACKGROUND/ALTERNATIVES

The Town Council approved the use of the upper 3rd and 4th floors of the Milward & Simpson Parking Garage for the use of the Ride-2-Fly Program. The program has provided an offsite park and ride airport program at no cost to the airport. The draft agreement as presented was drafted by the Airport Board's legal counsel and proposes a payment to the Town of Jackson for the allowance of this parking in the amount of 52,457 annually. Town staff reviewed the proposed agreement and sent back comments as noted in the attached draft. Please see the Town Attorney's comments outlining staff's request for clarification and/or additional information as noted in the sidebar of the draft agreement.

The Town Council may want to consider whether to continue the arrangement with the Jackson Hole Airport or whether they want to discontinue that arrangement and allow parking in the entire structure for employees of downtown businesses, citizens, and guests to the community wanting longer parking than 3 hours at a stretch.

The Town Council has several options for consideration:

1. Approve the draft parking agreement with the Jackson Hole Airport Board for Ride-2-Fly as presented and authorize Mayor Muldoon to execute the agreement on behalf of the town of Jackson.
2. Discuss the proposed agreement, request any additional information from the Jackson Hole Airport Board, direct the Town Attorney to provide a complete and comprehensive legal review, and direct staff to further review the agreement and present the agreement for Town Council action at a future Town Council meeting.
3. Deny the request in its current form and request a different proposal.
4. Take no action thereby continuing the Ride-2-Fly parking arrangement without payment.

5. Deny the request and direct staff to discontinue allowance of parking in the structure for Ride-2-Fly patrons and further direct staff to remove the signage.
6. Other.

ATTACHMENTS

Draft - Lease of Parking Spaces at 4-18-18 (ACD revisions)

FISCAL IMPACT

Revenue generator of \$52,457.00 as presented today in its current form.

STAFF IMPACT

The staff impact of Council's approval of this agreement is minimal in that the document would need to be executed by all parties and scanned into the records of the Town of Jackson.

LEGAL REVIEW

Town Attorney has only sent back comments from staff members for the Airports legal counsel review and consideration. Should Town Council wish to proceed with this draft lease agreement it requires final legal review and any additional Council requests.

RECOMMENDATION

Staff recommends the Council discuss the agreement, consider any changes to it, and then act on the agreement. Staff makes no specific recommendation at this time as there are benefits to discontinuing the arrangement and there are also benefits to the Town of Jackson being compensated for use of spaces that are not available to the general public.

Should the Council be ready to act, staff recommends the document be approved subject to any further changes by the Town Attorney.

SUGGESTED MOTION

Should the Town Council be ready to act, one possible motion would be:

I move to discuss the proposed agreement, request any additional information from the Jackson Hole Airport Board, direct the Town Attorney to provide a complete and comprehensive legal review, and direct staff to further review the agreement and present the agreement for Town Council action at a future Town Council meeting.

Synopsis for PowerPoint (120 words max):

Purpose:

The purpose this item is for Town Council to review and consider a draft parking garage lease agreement between the Town of Jackson and the Jackson Hole Airport Board for payment for the use of parking spaces in the Town owned parking garage to allow airport customer parking for the Ride-2-Fly Program.

LEASE OF PARKING SPACES FOR AIRPORT PURPOSES

This Lease of Parking Spaces for Airport Purposes (the "Lease"), dated effective February 15, 2018, is by and between the Town of Jackson ("the Town") and the Jackson Hole Airport Board ("the Board"). The Town and Board may each be referred to herein as a "party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to Wyo. Stat. § 15-1-103(a)(iv), the Town may sell, convey and lease any estate owned and make any orders respecting it which is deemed to be in its best interest, and pursuant to Wyo. Stat. § 15-1-103(a)(v), may perform all acts in relation to the property and concerns of the Town necessary to the exercise of its corporate powers;

WHEREAS, the Town has constructed and owns a parking structure containing approximately ~~274~~283 parking spaces on four floors, which is located at the corner of Millward Street and Simpson Avenue in the Town of Jackson (the "Parking Structure");

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (the "Airport") and is authorized to lease property for Airport purposes pursuant to Wyo. Stat. §10-5-101, through §10-5-204;

WHEREAS, the Airport is a recipient of FAA grant funds, and the Town and Board have contractually agreed with FAA that airport revenue will be used only for the capital and operating costs of the Airport or other facilities directly and substantially related to air transportation, as required by 49 USC §47107(b), and Airport revenue will not be used for payments which exceed the fair and reasonable value of services and facilities provided to the Airport;

WHEREAS, under the 1983 Agreement by which the Airport operates in Grand Teton National Park, the passenger terminal building, public and employee parking, rental car facilities, and FBO facilities must all be located in a limited 28-acre development subzone, and as a result, parking facilities on the Airport are, at some times, not adequate to meet the demand of Airport passengers or employees; and,

WHEREAS, the lease of parking spaces in the Parking Structure, for the exclusive use of Airport passengers and employees, on the terms set forth herein, is substantially related to air transportation, and the rental rates set forth herein for such spaces does not exceed the fair and reasonable value of the services and facilities provided to the Airport.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

AGREEMENT

1. Lease of the Parking Spaces. The Board hereby leases from the Town certain parking spaces located in the Parking Structure (the "Spaces"). The Board shall lease 141 Spaces on Levels 3 and 4 from December through the following March, and 71 Spaces on Level 4 from April through November in each year during the term of this Lease. The Spaces to be leased are more fully described on the diagram attached hereto as **Exhibit A**. The Board and airport passengers utilizing the Spaces shall have the right of ingress and egress in the Parking Structure to and from the Spaces over routes designated by the Town from time to time.

Commented [AC1]: A. The Town recommends this include one day or the weekend prior to Thanksgiving day every November and most local spring breaks that run at least one week into April.

2. Rental Payments.

2.1. The Board will pay the Town rental in the amount of \$46,341 per Space per month for each Space rented, which shall result in payments due in arrears on the 15th day of each month following the months of December through March in the amount of \$6,532.00, and on the 15th day of each month following April through November in the amount of \$3,290.00, for a total twelve (12) month rental due of \$52,457.

Commented [AC2]: The Town is unsure how this calculation was made for the Airport and are not sure that includes the costs to the Town for the maintenance, cleaning, utilities and operation?

2.2. Rentals shall be made payable to the Town of Jackson, Wyoming and delivered to 150 E. Pearl Avenue, Post Office Box 1687, Jackson, WY 83001.

2.3. If the rent is not received by the Town by the 30th day of the month in which the rental is due, the Board shall pay the Town a late charge of \$500.00. Acceptance of the late charge by the Town is not a waiver of the Board's default of this Lease based on late payment of rent.

3. Term. The term of this Lease shall be thirty-five (35) months, commencing on June 1, 2018 and terminating on April 30, 2021. Notwithstanding the term, either party may terminate this Lease by delivered to the other party a notice of termination at least six (6) months prior to the specified termination date, for any cause or no cause.

Commented [AC3]: A question the Town staff is raised is what happens if the Town decides to implement paid parking in the downtown and it needs the 3rd and 4th floors of the parking garage? One suggestion is the Airport be allowed to use the parking garage unless the Town needs it for paid downtown parking and the Town finds an additional place to host them for Winter 141 parking spaces & Summer 71 parking spaces, e.g. maybe Karns Meadow, Rodeo Grounds or other locations?

4. Condition, Maintenance and Use of Parking Structure.

4.1 The Board agrees to lease the Spaces on an as-is, where-is basis. The Board has inspected the Spaces and agrees that they are suitable for its use.

4.2 The Town shall have sole responsibility for the operation, cleaning, maintenance and utilities associated with the Parking Structure, including the payment of all costs and expenses in connection therewith.

4.3 The Board shall have exclusive use of the Spaces for its airport passengers and employees, and shall be deemed the operator of such Spaces. Upon approval of the Town, which shall not be unreasonably withheld, the Board may, but is not required to, (a) place signage in the Parking Structure, subject to prior approval by the Town Public Works department, to direct passengers and employees to the Spaces, and/or on or near the Spaces indicating that they are reserved for the exclusive use of Airport passengers or employees, and (b) place a kiosk and/ or devices in the Parking Structure to ensure the proper and efficient use of the Spaces. The Board may institute a system (i) requiring airport passengers or employees to place materials on their dash board identifying the vehicle as belonging to an airport passenger or employee and indicating the date of parking, and (ii) limiting the duration of permissible parking. The Board may, but is not required to, charge a reasonable fee for parking in the Spaces, provided that the cost of collection of any such fee shall be at the sole cost and responsibility of the Board.

Commented [AC4]: If the Town Council agrees to this, the Town will need to amend its Municipal Code and ordinances concerning the parking structure.

Commented [AC5]: If the Town Council agrees to this, then the Airport will be required to obtain prior approval from Public Works staff on what can and cannot happen related to how they install the signs.

4.4 The Board's use of the Spaces shall be subject to such rules and/or ordinances adopted by the Town, which are applicable to the Parking Structure generally, and which relate to the movement of traffic, size of vehicles permitted, and safety related prohibitions.

5. Termination by Board. In addition to the other provisions of this Lease, the Board shall have the right, upon written notice to Town, to terminate this Lease upon thirty

(30) days' notice, upon the happening of one (1) or more of the following events, if said event or events shall then be continuing:

5.1. the issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use by the Board of all or any substantial part of the Spaces;

5.2. if Town shall default or breach in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Lease and shall fail to cure said default within sixty (60) days following receipt of written demand from Board to do so;

5.3. permanent abandonment or closure of the Parking Structure; or

5.4. if any provision of this Lease is determined by the Federal Aviation Administration to constitute a violation of any grant assurance to which the Board and/or Town are bound, or by any court of competent jurisdiction that this Lease is contrary to law.

6. Termination by Town. In addition to the other provisions of this Lease, the Town shall have the right, upon written notice to Board, to terminate this Lease upon thirty (30) days' notice, upon the happening of one (1) or more of the following events, if said event or events shall then be continuing:

6.5 breach by the Board on its payment obligations under this Lease, or any amendment or addendum hereto, and failure of the Board to cure such breach within fifteen (15) days after delivery of written notice to the Board;

6.6 default in the performance of any covenant or agreement in this Lease required to be performed by the Board other than the occurrence of the events described above in this section, and the failure of the Board to remedy such default for a period of sixty (60) days after receipt from Town of written notice to remedy the same; or

6.7 if all or a material part of the Spaces are destroyed by any fire, explosion or any other casualty not caused by the negligent or willful act or omission of Town, and Town determines in its discretion not to repair or replace the Spaces.

7. Loss. In the event the Parking Structure is damaged or destroyed, and the Town forthwith commences to repair the Parking Structure, this Agreement shall remain in full force and effect and the Board's obligations hereunder shall remain in effect. Provided, however, that rentals due from the Board shall abate pro-rata for the period and with respect to the Spaces which have been rendered unusable by virtue of the damage or destruction.

8. Notices. Any notices required hereunder shall be in writing and delivered to the parties at the addresses below. Notices shall be deemed to be given when delivered, if delivered personally, or three (3) business days after deposit in the United States mail.

Town of Jackson
Attn.:
Town Manager
P. O. Box 1687
Jackson, WY 83001

Jackson Hole Airport Board
Attn: Executive Director
1250 East Airport Road
P. O. Box 159
Jackson, WY 83001

9. Assignment. The Board shall not assign, trade, mortgage, pledge, or encumber this Lease or any interest herein, nor sublet the whole or any part of its interest herein, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding or any course, or otherwise, without the prior written consent of the Town, which consent may be subject to such conditions as the Town may deem appropriate, in its sole discretion.

10. Miscellaneous Provisions.

10.1. Headings. The section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

10.2. Time of Essence. It is mutually agreed by the Parties that time is of the essence in the performance of the terms and conditions to be kept and performed under this Lease.

10.3. Interpretations. In construing or interpreting this Lease, the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. The Parties agree that this Lease shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against any other Party.

10.4. Non-Waiver. Waiver by either party of one or more term or condition of this Lease or any default or breach of a term or condition of this Lease shall not be construed as a waiver of any other term or condition of this Lease or subsequent default or breach. The subsequent acceptance by such party of the performance of any term or condition of this Lease by the other party shall not be deemed to be a waiver of any term or condition of this Lease.

10.5. Limitation of Benefit. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

10.6. Severability. If any provision in this Lease is held to be illegal, invalid, or unenforceable in full or in part, for any reason, by any court of competent jurisdiction, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable. The illegality, invalidity, or unenforceability of any such provision shall in no way affect any other provisions in this Lease, provided that the illegality, invalidity, or unenforceability of any such provision does not materially prejudice either party with regard to the respective rights and obligations of each Party contained in the valid terms and conditions of this Lease.

10.7. Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of either Party, the assigns of Town and the

permitted assigns of Board. There is no intention to create any third party beneficiaries to this Lease.

10.8. Entire Lease. This Lease contains the entire agreement of the parties hereto and any and no prior oral or written agreement, understanding, representation, warranty, promise or statement shall be effective or binding for any reason. This Lease may be amended only in writing, signed by both parties and specifically designated as an amendment to this Lease. This Lease shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Lease.

10.9. Choice of Law. The laws of the State of Wyoming shall govern this Lease. Venue under this Lease shall be the Ninth Judicial District, Teton County, Wyoming.

10.10. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and tenant.

10.11. The No Officials Liable. No Board member, Council Member or employee of the Town or the Board shall be personally liable for any default or liability under this Lease.

10.12. Council Finding. The Town Council and Mayor of the Town specifically find that this Lease is in the public interest and that the terms of this Lease shall be binding on successive Town Councils as such is in the public interest.

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

~~10.12, 10.14.~~

IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest:

John Eastman, Secretary

By: _____
Jerry Blann, President

TOWN OF JACKSON, WYOMING

By: _____

Commented [AC6]: I cannot agree to this language. The parking structure was built for the public; not for the airport's commercial use. If a future council chose to not continue this, it would be their option under this agreement. Additionally, the Town has embarked on a downtown parking study, which may recommend d paid on street parking for the 3-hour zones and all public parking lots to be free and/or low cost.

Mayor Pete Muldoon

_____, Mayor

Attest:

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 14, 2018
MEETING DATE: JUNE 18, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-072:** A REQUEST FOR SUBDIVISION PLAT APPROVAL FOR THE HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT LOCATED AT 301 HIDDEN HOLLOW DRIVE.

OWNER: HANSEN & HANSEN, LLP

APPLICANT: JORGENSEN ASSOCIATES P.C.

STATEMENT/PURPOSE

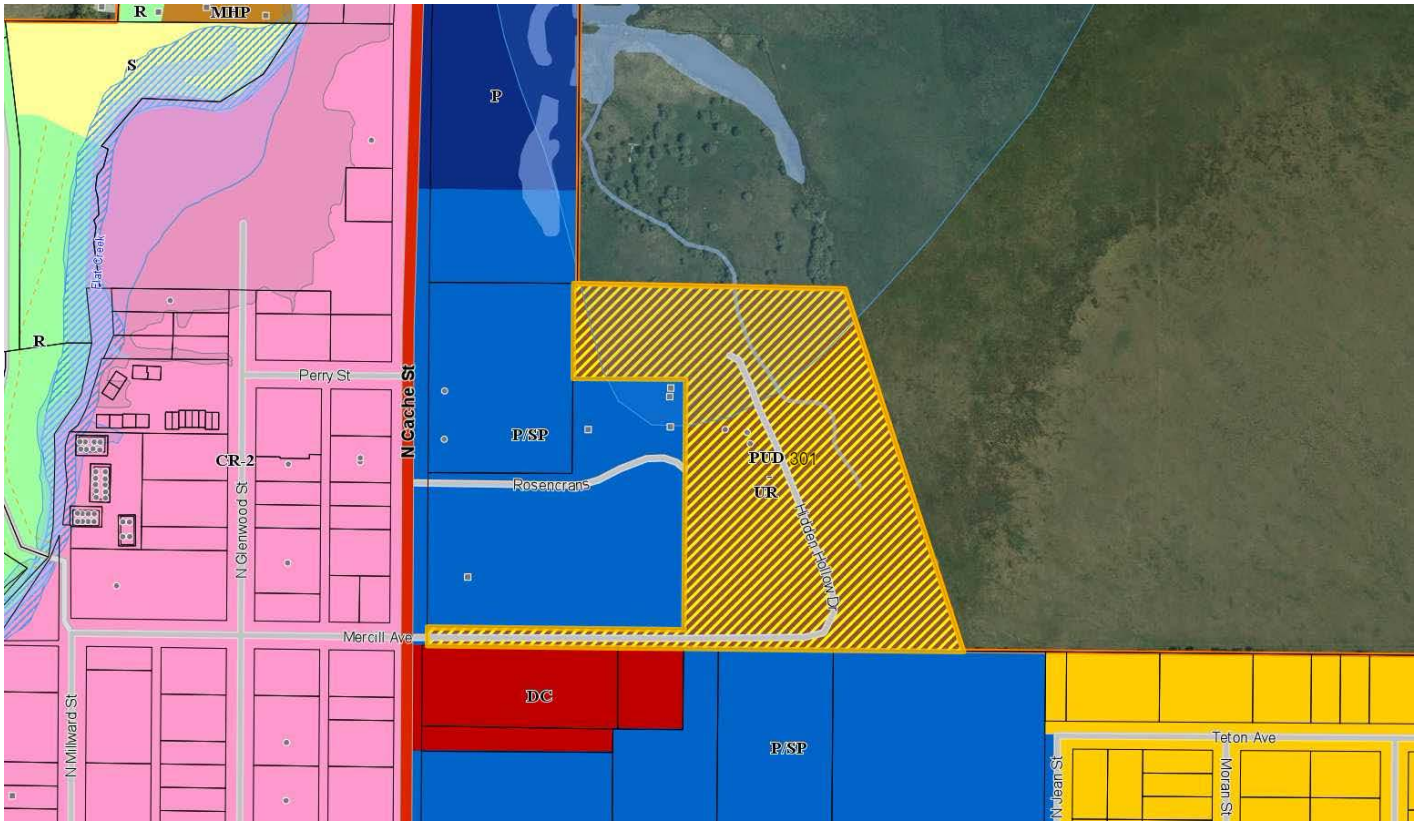
The applicant is requesting Subdivision Plat approval for the Hidden Hollow Planned Unit Development, for the properties addressed as 301 Hidden Hollow Drive.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is located at 301 Hidden Hollow Drive (formerly addressed 60 Rosencrans) and legally described as PT. N1/2SW1/4 SEC. 27, TWP. 41, RNG. 116 (MOS T-20F). An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is 10 acres (approximately 435,600 square feet) previously owned by the United States Forest Service and sold to the current owner Hansen & Hansen LLP in 2015.

The Town of Jackson and Teton County approved a Comprehensive Plan amendment in July of 2014 to reclassify the 10-acre subject site from Character District 2 – Town Commercial Core, Subarea 2.4 – Public/Civic Campus to Character District 3 – Town Residential Core and Subarea 3.2 – Core Residential. Subarea 3.2 is a transitional subarea intended for high-density residential development, including multi-family development on larger lots.

In 2015, Town Council approved a rezone of the property from Public/Semi-Public (P/SP) to Rural (R) as required by the Land Development Regulations when land transfers from a Public to Private entity, then subsequently from Rural (R) to Urban Residential (UR). Historically the site has been used for a variety of Forest Service uses including storage, employee housing and light industry, though the site is vacant now and construction of the Hidden Hollow development has commenced.

The subject property is currently zoned PUD-UR (Urban Residential – Planned Unit Development). On November 14th, 2016, Town Council voted to approve P16-079 & P16-080 Sketch Plan and PUD. In addition, on February 6th, 2017, Town Council approved required Ordinance 1167 and Ordinance 1168 for the associated Planned Unit Development establishing the Master Plan for the development. Future Development Plans shall be reviewed for compliance first with the approved Master Plan for Hidden Hollow and where the Master Plan is silent for compliance with the Town Land Development Regulations. The applicant's approved Sketch Plan and PUD consists of 13 detached single family units, 20 attached single family units (townhomes) and 135 attached single family units (condominiums) or apartments within 5 buildings.

On May 15th, 2017, Town Council voted to approve P17-036 Development Plan, for Phase 1A for infrastructure on the site, which contained the following horizontal infrastructure:

- Sewer
- Storm Sewer
- Public and Private Roadways
- Water
- Pathways and Sidewalks
- Wetland Mitigation
- Private Utilities, including gas, cable, etc.

On June 5, 2017, Town Council approved the Development Agreement for the Hidden Hollow Phase 1A Development Plan to allow for physical development and the construction of infrastructure for the Hidden Hollow PUD. Since that time the applicant has executed the Development Agreement and provided the necessary bonding to the Town. A Grading and Erosion Control Permit B17-0378 was approved on August 7, 2017, to begin infrastructure work on the site.

On July 17, 2017, Town Council voted to approve P17-093 Development Plan, for Phase 1B which contained the following horizontal infrastructure:

- Eight Townhome Units (Units 1-3, Units 16-20)
- Multifamily Building 4/5

Although the thirteen detached single family lots are part of Phase 1B, they are not required to complete a Development Plan per the PUD Master Plan. The applicant was approved for Building Permit B17-0622 on May 11, 2018, to construct multifamily building 4/5. The eight townhomes and thirteen single family units were not part of this building permit approval and will require a separate building permit application.

The applicant submitted a Pre-Application request on May 31, 2018, for Phase 2 which anticipates consolidating and accelerating the remaining phasing elements of Phase 1C, Phase 2, and Phase 3 into one final phase through an amendment to the PUD Master Plan as well as other changes that are being reviewed by the Planning Director. This includes the remaining multifamily buildings 1 and 2/3, as well as the remaining 12 attached single family units (townhomes).

PROJECT DESCRIPTION

The applicant is requesting Subdivision Plat approval on an approximately 10 acre parcel for the Hidden Hollow First Addition to the Town of Jackson. The approved Sketch Plan and PUD consists of 135 multifamily units within five (5) multifamily apartment buildings, twenty (20) townhome units (one 3-unit, two 5-unit, and one 7-unit sites), and thirteen (13) 3-bedroom single family home sites. The proposed subdivision plat contains a total of twenty-two (22) lots of residential, common area/open space, and road access.

STAFF ANALYSIS

Conformance with the Comprehensive Plan

The site is located within Character District #3 Town Residential Core, specifically Sub-area 3.2 Core Residential of the 2012 Comprehensive Plan. The following is the desired future character for Subarea 3.2:

This residential, TRANSITIONAL Subarea is currently made up of a variety of single family and multifamily residential types, with some existing larger residential developments and non-conforming commercial uses. Redevelopment, revitalization and reinvestment are highly desired in this subarea. Due to its central location in the core of Town near employment and Complete Neighborhood amenities, the future character of this subarea will include some increased density and larger buildings than in East Jackson (Subarea 3.1). In addition, to the development pattern described for East Jackson (Subarea 3.1), multifamily residential uses will be encouraged in order to replace existing commercial uses and to blend the borders of the Town Commercial Core (District 2) with the Town Residential Core (District 3). Multifamily structures will be predominantly found on larger residential lots and along mixed use corridors. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. The density and intensity found in areas containing multifamily structures may be greater than what is generally allowable in other areas. For these larger structures, the dominant building mass should be located near the street and be broken into multiple smaller buildings when possible. Parking should be minimized and screened from view as much as possible. In areas where office uses currently exist, consideration should be given to allow a mix of office and residential uses. Future mixed use office development should be of the same bulk, scale and intensity of the residential uses.

Staff finds that the project is consistent with the above desired future character for Subarea 3.2, and that the location is ideal for a high density development adjacent to many of the components of a complete neighborhood including but not limited to schools, shopping, recreation, alternative transportation, and employment. The area is transitional and is thought to be ideal for reinvestment and redevelopment. The applicant's proposal meets this intention by developing an underdeveloped site with a high density residential project. In addition, multi-family is encouraged as a use, with larger buildings considered appropriate. The density and intensity is consistent with nearby developments, making this an appropriate location for higher density and intensity with multi-family structures, where other areas in Town may not be as appropriate.

Conformance with Previous Approvals and Other Applicable Regulations

Staff finds that the proposed subdivision plat is in conformance with the PUD Master Plan (P16-079 & P16-080), and Development Plans for Phase 1A and 1B (P17-036 & P17-093). Due to the resubmission of materials by the applicant, the plat was reviewed twice and has received approval from all required

departments upon secondary review after making required changes which initially had resulted in a denial from Fire and Public Works during the first review. As conditioned, and provided that all requirements in the departmental reviews are met, it presents no significant issues.

Parks and Schools Exactions

According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. At this point in time fees are only being assessed for the 13 detached single family lots. The required exactions for the detached single family home lots are \$26,000.00 for Schools and \$35,100 for Parks. Upon subdividing for individual ownership the remaining proposed multifamily and townhome units into either condominiums or townhomes the applicant will be subject to additional Parks and Schools Exactions. The specific requirements will be determined based upon the regulations in place at time of subdivision.

Subdivision Improvements Agreement

Staff is requiring that the applicant enter into a Subdivision Improvements Agreement (SIA) in accordance with Section 7.2.2 of the Land Development Regulations which as a condition of this plat approval shall be approved by and receive signatures from prior to the recordation of the plat and all subsequent plats and recorded in the Office of the Teton County Clerk and Recorder. A draft of the SIA is attached to this report. As a condition of approval for Sketch Plan, the Developer was required to enter into a Development Agreement prior to receiving any grading or building permits which identifies the ownership of all on and off-site infrastructure (Town or applicant), the timeline for all improvements, who is responsible for paying for improvements (Town, applicant, or cost share), a timeline and associated bonding for all required improvements, and a requirement that the developer pay for a five (5) foot sidewalk on the southern side of Mercill Avenue. The Development Agreement was executed on June 5, 2017.

The requirements of the Development Agreement have been added to the SIA which will supersede the Development Agreement. In addition to the requirements contained in the Development Agreement, the SIA requires the developer to comply with all improvement requirements contained in Section 7.2.2 of the Town of Jackson Land Development Regulations, the Sketch Plan, the HHPUD and subdivision improvement plans and specifications retained on file in the offices of the Town Engineer and Planning Director, and the requirements of the Town Planning Commission and Town Council for this subdivision.

STAFF FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

- 1. **Approved Development Plan.** The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

As conditioned, staff finds that the proposed subdivision plat to be in substantial conformance with the previously approved Sketch Plan, PUD, and HHPUD Master Plan (P16-079 & P16-080) and Development Plans 1A and 1B (P17-036 & P17-093).

- 2. **Complies with Section 8.5.3.** The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. *Complies with Division 7.2.* *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *Other Relevant Standards/LDRs.* *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ATTACHMENTS

Applicant Submittal
Department Reviews

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

Park Exactions: \$35,100.00
School Exactions: \$26,000.00

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of the Hidden Hollow First Addition to the Town of Jackson (P18-072) addressed at 301 Hidden Hollow Drive subject to the department reviews attached hereto and the following two (2) conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

2. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall obtain approval of all contemporaneous documents to be filed with the plat which include the Subdivision Improvement Agreement, Pathway Easement, Access and Utility Easement, CC&R's, Bill of Sale, and Declaration of Access and Utility Easement and Cost Sharing Covenant, to be reviewed by the Planning Director and Town Attorney.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-072, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the Hidden Hollow First Addition to the Town of Jackson for the property addressed at 301 Hidden Hollow Drive subject to the departmental reviews attached hereto and the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall obtain approval of all contemporaneous documents to be filed with the plat which include the Subdivision Improvement Agreement, Pathway Easement, Access and Utility Easement, CC&R's, Bill of Sale, and Declaration of Access and Utility Easement and Cost Sharing Covenant, to be reviewed by the Planning Director and Town Attorney.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☒ Building
- ☐ Title Company
- ☒ Town Attorney
- ☒ Police

Joint Town/County

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor-
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: May 14, 2018</p> <hr/> <p>Item #: P18-072 Re-Submittal</p> <hr/> <p>Planner: Brendan Conboy</p> <p>Phone: 733-0440 ext. 1302</p> <p>Fax: 734-3563</p> <p>Email: bconboy@jacksonwy.gov</p> <hr/> <p>Owner: Hansen & Hansen, LLP PO Box 50106 Idaho Falls, ID 83405</p> <p>Applicant: Jorgensen Associates. P.C. PO Box 9550 Jackson, WY 83002</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is re-submitted a request for a Subdivision Plat for the property located at 301Hidden Hollow Drive, legally known as, PT. NW1/4SW1/4 SEC. 27, TWP. 41, RNG. 116 (MOS T-20F)</p> <p>For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.</p>
<p>Please respond by: May 28, 2018 (with Comments)</p>	

RESPONSE: For Departments not using Trak-it, please send responses via email to: tstolte@jacksonwy.gov



May 10, 2018

Mr. Tyler Sinclair, Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001

**RE: Hidden Hollow First Addition Plat S/D Application – Response to Staff
Comments/Requirements and submittal of revised plat.**

Dear Mr. Sinclair,

I am in receipt of all Town of Jackson Staff comments as well as Wyoming Title & Escrow and have addressed said comments in the following manner:

Fire Marshal

- Access to and within subdivision has been designed in conjunction with and to standard that allows and accommodates Fire Department access and turnaround, therefore our understanding is that no sprinkling is required. The plans for road construction are on file with Public Works.

Town Attorney

1. Unfortunately, the Town Attorney made comments to a map that I did not properly review, as revisions were submitted 3/16/18. I apologize, for this inconvenience, so this comment should no longer be relevant.
2. Both the Certificate of Owner and Sheet 1 have been modified. An additional reference has been made about the Declaration of Access Easement, Utility Easement and Cost Sharing Covenant.
3. Language in the Certificate of Owner reflects that such easement across the Common Area is granted to all Lot Owners in the Declaration of Covenants, Conditions and Restrictions.
4. Language has been amended in the Certificate of Owner and on Sheet 2 to reference 6' and 11' pathway easements.
5. The Development Agreement has been recorded and that reference is now on the plat.
6. A reference to the Subdivision Improvement Agreement has been added to plat.
7. This reference is omitted until we confirm whether we are amending the Master Plan and FDP.
8. Statement has been added.
9. There is now a statement in Certificate of Owner that easement for access to **all** lots is being granted by the Declaration of Covenants, Conditions and Restrictions.
10. Same comment as #9 above.
11. The 10' stormwater easement will now be granted at a later time, and not by plat.
12. Reference has been added.
13. I agree – and the words “water supply and distribution system” have been added the statement.
14. Done.

Town Surveyor

Sheet 1

- Certificate of Surveyor – unfortunately the plat was submitted before I was able to adequately review all aspects including this certificate. I have re-written the description and removed ambiguity.
- The language in the Certificate of Owner has been changed and should now be grammatically correct.
- Certificate of Engineer – I agree with comment and language has been added to include water distribution system.
- Notes – I agree and language has been added.
- Sheet 2 – Lots 14, 15 & 19 are now annotated to show the location within the subdivision accurately.

Sheet 2

- Lots 14, 15 and 19 are now adequately annotated and properly located on the plat. Lots 14 and 15 are a building footprint, so reference has been made on the plat stating that the foundation is the monument for the boundary. Lot 19 will be monumented.
- Hidden Hollow Drive and all other access boundaries have been annotated.
- U.O.N. denotes “unless otherwise noted” but has been removed.
- So true – statement has been removed.
- The double lines are actually 2 easements.

Surveyor Comment

- I completely agree with Mr. Quinn that many easements should be created by plat, especially somewhat permanent rights, that are pertinent to the function of the development such as access. Unfortunately, there has been a reaction to the town and county’s stance on what is necessary to change any element of a plat. Due to that stance, we have been advised by counsel that a better way to create access is by separate instrument, along with other easements such as the storm water easement. I also feel that Mr. Quinn is correct in stating that there are disadvantages with creating rights traditionally created and dedicated by plat. I agree that by creating separate instruments, you also create the necessity for accessing all of those instruments in order to obtain a complete picture of the overall intent.

I will make the comment here that it seems we are losing sight of the original intent of many state statutes and I think recent interpretation of those statutes is unnecessarily complicating our lives.

For this plat we have complied with the attorney’s desire that access be created by separate instrument.

Wyoming Title & Escrow

Easements/Encumbrances

Maps of Survey that title company claims are “missing” from the plat are not relevant. T-20A & T-20B were annexation maps and have no bearing on this plat. Maps T-20F & T-20I were analyzed during the survey phase, but ultimately do not control this survey.

Requirements

1. Easement is now granted in the Declaration of Covenants, Conditions and Restrictions for access to all lot owners.
2. Language has been changed from “a” to “an”.
3. Signature – Kirk Hansen will sign.
4. I have re-written the description and removed ambiguity.
5. Missing annotation has been added.
6. Those terms have been added to certificate.
7. Reference to Development Agreement has been added.

Town Engineer

Sheet 1

1. Done
2. Certificate of Engineer
 - a. Fixed
 - b. Agree - water system language included
 - c. The note about geothermal has been added to the Certificate of Owner.
3. Certificate of Owner
 - a. Corrected
 - b. Yes, no change made
 - c. Changed ‘a’ to ‘an’, and entity is Partnership, not Corporation
 - d. Additional Statements
 - i. Language added
 - ii. The note about geothermal has been added to the Certificate of Owner.
4. Certificate of Surveyor
 - a. Don’t know that this is necessary, however I don’t see anything wrong with including this language, so addition was made.
5. Notes
 - a. Language added.
 - b. Agree – language added.
 - c. Language added.
 - d. Not required by statute, but language added.
 - e. Note added.
 - f. U.O.N. was meant to denote “unless otherwise noted” but was removed because it caused confusion for many.
 - g. Lot 22 is identified as a road lot on sheet 2, with note in Certificate of Owner about existing status. It was our understanding that the town of Jackson would not accept this lot as fee simple until Hidden Hollow has performed on all obligation to construct Mercill Avenue. No public maintenance is implied at this time.

Sheet 2

1. Not sure if Brian Lenz is asking for the exhibit to be on the plat. This information is not proper to denote on a plat, however, we will provide as part of this application that the Town may retain as a quasi-public record.
2. The 10 foot width has already been determined by mutual agreement between the Town of Jackson, the US Forest Service, and Hidden Hollow. Special Use Permit JAC103304 has granted 5

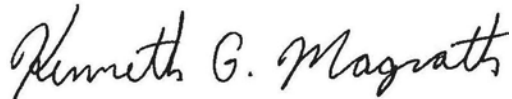
foot access on US Forest Service Property. Hidden Hollow has granted 5 feet on Hidden Hollow property and will grant an additional 1 foot to total 6 feet.

3. The width has been increased to 11 foot.
4. No easements are vacated by this plat.
 - a. Easements will remain in effect until vacated. Once the Town assumes ownership of the road lot they can then vacate easements as they see fit, but nothing will happen automatically.
5. We have no way to provide book and page so all plats reference documents as such when they are recorded on the same day as the plat.
6. The LOMR should not affect rights, and in any case would not be referred to on the plat until complete.

All other comments related to the separate instruments have been addressed by Brenda Wylie.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

A handwritten signature in black ink that reads "Kenneth G. Magrath". The signature is written in a cursive, flowing style.

Kenneth Magrath
Senior Project Surveyor



TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 6/1/18

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Hidden Hollow Subdivision Plat
2. LOCATION: 301 Hidden Hollow Drive
3. PROJECT NUMBER: P18-072
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u> </u>		2.25	<u> </u>
3 BEDROOM	<u>13</u>		3.00	<u>39</u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u> </u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{39} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{.351} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{.351} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \underline{\$35,100} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:6/1/18

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Hidden Hollow Subdivision Plat
2. LOCATION: 301 Hidden Hollow Drive
3. PROJECT NUMBER: P18-072

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>13</u>		<u>.26</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u> </u>		<u> </u>

5. CALCULATE CASH IN-LIEU:

$$\frac{.26}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{26,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

PLANNING

Project Number	P18-072	Applied	3/9/2018	STOL
Project Name	Subdivision Plat - Hidden Hollow	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	HANSEN & HANSEN, LLP
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Site Address	City	State	Zip
301 HIDDEN HOLLOW DRIVE			

Subdivision	Parcel No	General Plan
	22411627300032	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact Notes					
Building Jim Green	NO COMMENT	3/9/2018	3/30/2018		
<hr/>					
Building Jim Green	NO COMMENT	5/14/2018	5/28/2018		
<hr/>					
Fire Kathy Clay	DENIED	3/9/2018	3/30/2018	3/12/2018	See notes re FD Access

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Please provide illustrated site plan to show fire department access width and radius measurements.					
MEMO					
FIRE REVIEW					
TO:	Brendan Conboy, Associate Planner Tiffany Stolte, Office Manager				
FROM:	Kathy Clay, Fire Marshal				
DATE:	March 12, 2018				
SUBJECT:	301 Hidden Hollow Drive Subdivision Plat P18-072				
This office has received the request for review of subdivision plat at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.					
Comments include, but are not limited to:					
Fire department access into the subdivision is non-compliant. As noted previously, all structures, including residential structures, shall be fire sprinklered due to lack of fire department access.					
Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or 307-733-4732.					
Fire	APPROVED W/CONDITIONS	5/14/2018	5/28/2018	5/15/2018	see notes
Kathy Clay					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(5/15/2018 4:26 PM GOSS)					
MEMO					
FIRE REVIEW					

TO: Tyler Valentine, Senior Planner

FROM: Butch Gosselin, Fire Inspector

DATE: May 15, 2018

SUBJECT: 1stAddition, Re- Submittal
Hidden Hollow
P18-072

This office has received the request for a review for Re-Submittal of Hidden Hollow revised Plat at the above location. The most current edition of the International Fire Code (IFC) and NFPA apply.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

General Requirements

1. *Fire apparatus access shall be provided. (2015 IFC 503.1.1) Prior to starting construction to ensure fire truck access and turn around.
2. * Fire Hydrants to be installed and water flowed prior to construction.
3. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7 All R occupancies other than 1 & 2 family dwelling units shall be sprinklered per the IFC plus buildings over 5k Sq. Ft. per amendment.

Please feel free to contact me if you have any further questions at 307-733-4732.

Legal	APPROVED W/CONDITI	3/9/2018	3/30/2018	3/30/2018	See notes
A Cohen-Davis					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
1. On Sheet 2 under Certificate of Owner, what is meant by “that variable width sewer and water utility easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2”? Is this the “variable width easement for utilities benefitting the Town of Jackson and Lots 1-20” as set forth on Sheet 2? Needs to be clarified.					
2. On Sheet 1 under Certificate of Owner, there is a reference to “that 0.10 access and utilities easement granted by separate instrument recorded contemporaneously with this Plat as depicted in Sheet 2.” Needs to state that it benefits Lots 1, 2 and 3 and is across Lot 21.					
**This title also differs from the draft document submitted as a “Declaration of Access Easement, Utility Easement and Cost Sharing Covenant.” This document has to be approved by the Town Engineer and the Town Attorney.					
3. On Sheet 1 under Certificate of Owner it states “that the pedestrian access is granted to all Lot owners across Lot 21 (common area). On Sheet 2, there is no reference to pedestrian access for all Lot owners across Lot 21. It is also not set forth in the “Declaration of Access Easement, Utility Easement and Cost Sharing Covenant.”					
4. On Sheet 1 under Certificate of Owner, there is a reference to “that variable width pathway easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2.” The references on Sheet 1 and Sheet 2 do not match the title of the “Pathway Access Easement and Agreement.” Needs to match.					
5. On Sheet 1 under Certificate of Owner, the Development Agreement needs to be referenced as it is a supplement to the Subdivision Improvement Agreement.s needs to be added that it will be recorded contemporaneously with this Plat.					
6. On Sheet 1 under Certificate of Owner, the Subdivision Improvement Agreements needs to be added that it will be recorded contemporaneously with this Plat.					
7. On Sheet 1 under Certificate of Owner, there is no referenceto the 72 Deed Restricted Units.					
8. On Sheet 1 under Certificate of Owner, needs to add the 5’ LVE Gas Line Easement to be recorded contemporaneously with this Plat that is referenced on Sheet 2.					
9. On Sheet 1 under Certificate of Owner, need to add the variable width access benefitting Lot 14 to be recorded contemporaneously with the Plat that is referenced on sheet 2.					
10. On Sheet 1 under Certificate of Owner, need to add the variable width access benefitting Lot 15 to be recorded contemporaneously with the Plat that is referenced on Sheet 2.					
11. On Sheet 1 under Certificate of Owner need to add that 10’ wide stormwater easement to be recorded contemporaneously with this Plat that is referenced on Sheet 2, and that is submitted with this application.					
12. On Sheet 1 under the Certificate of Owner, need to add a reference to the Dedication of Public Easement and Maintenance Agreement with the Town..					
13. Under Certificate of Engineer, also need to certify about water supply systems required under WS 18-5-306(a)(vi).					
14. Under Certificate of Approval, the notary block for the Planning director, needs to capitalize “Director.”					
Legal	APPROVED W/CONDITI	5/14/2018	5/28/2018	5/30/2018	see notes
A Cohen-Davis					
(5/30/2018 6:00 PM AC)					
I have not seen the changes by Brenda Wylie to the separate instruments, so this approval of the Plat is conditioned upon review of the separate instruments.					
Parks and Rec	NO COMMENT	3/9/2018	3/30/2018		
Steve Ashworth					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Parks and Rec Steve Ashworth	NO COMMENT	5/14/2018	5/28/2018		
Pathways Brian Schilling (5/17/2018 8:57 AM STOL) No comments from pathways.	NO COMMENT	3/9/2018	3/30/2018	3/9/2018	
Pathways Brian Schilling (5/17/2018 8:58 AM STOL) No comments from pathways.	NO COMMENT	5/14/2018	5/28/2018	5/16/2018	
Planning Brendan Conboy		5/14/2018	5/28/2018		See Staff Report
Planning Tyler Sinclair	NO COMMENT	3/9/2018	3/30/2018		
Plat Review-Survey <none> (4/2/2018 9:04 AM STOL) See attachment.	APPROVED W/CONDITI	3/14/2018	3/30/2018	4/2/2018	mquinn@nelsonengineering.net
Plat Review-Survey <none> (5/29/2018 12:04 PM STOL) See attachment.		5/14/2018	5/28/2018	5/22/2018	mquinnwy@gmail.com
Plat Review-Title <none> (4/2/2018 4:48 PM STOL) See attachment	APPROVED W/CONDITI	3/14/2018	3/30/2018	3/21/2018	orders@wyomingtitle.com
Plat Review-Title <none> (5/29/2018 12:01 PM STOL) See attachment. Title's follow up comments are in bold.		5/14/2018	5/28/2018	5/22/2018	orders@wyomingtitle.com
Police Todd Smith	NO COMMENT	5/14/2018	5/28/2018		
Police Todd Smith	APPROVED W/CONDITI	3/9/2018	3/30/2018	3/12/2018	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes (3/12/2018 11:49 AM STOL) Tiffany, I have no major concerns. I am interested in learning more about how the TOJ intends to label the addresses within this subdivision, given that the development happens in phases. I want to ensure that emergency response for police, fire, EMS is simple to navigate. Thanks, Todd					
Public Works Brian Lenz	DENIED	3/9/2018	3/30/2018	4/23/2018	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(4/23/2018 8:24 PM BTL)					
Final Plat Comments - Denied					

P18-072

Jorgensen Associates, for Hansen & Hansen LLP
301 Hidden Hollow

April 23, 2018

Brian Lenz, 307 733-3079

The following comments pertain to the two plat sheets dated March 7, 2018. Additional comments regarding the other documents will follow.

Prior to approval, lot closure calculations stamped by a Wyoming PLS shall be submitted for record.

SHEET 1 of 2

1. Sheet label should be 1 of 2
2. Certificate of Engineer
 - a. Text is over the boundary
 - b. Should cover water system as well
 - c. Geothermal?
3. Certificate of Owner
 - a. First statement out, an "on" between "and behalf"
 - b. Are commas necessary between month and year when laid out day month year
 - c. Last statement, "an" Idaho Limited Liability Corporation
 - d. Additional Statements (language may need "adjusted"):
 - i. That the water and sewer mains and appurtenances within the foregoing subdivision shall be public, owned and maintained by the Town of Jackson;
 - ii. That the geothermal system within the foregoing subdivision shall be private, owned and maintained by the Hidden Hollow Homeowners Association
 - iii. May overlap with the easement note for utilities, but a note to the effect that: a non-exclusive easement in, over, across, and through said Common Ara, Lot 21 of the foregoing subdivision, is hereby granted to the Town of Jackson, their successors and assigns, for access to, and for the construction, maintenance and repair of the Town's utilities within the foregoing subdivision; or something to that effect if appropriate.
4. Certificate of Surveyor
 - a. Ken had a note on the Marriot plat regarding water rights, "that according to information provide by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associate with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained." determinit if that note applies to this plat and add it if it does.
5. NOTES
 - a. Add a note for, PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM
 - b. The water connection is to the "TOWN OF JACKSON WATER DISTRIBUTION SYSTEM"
 - c. Add a note for, PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM
 - d. Add a note, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS
 - e. Add a note, NO PUBLIC MAINTENANCE OF GEOTHERMAL SYSTEMS
 - f. What does the U.O.N. acronym stand for?
 - g. How to handle Lot 22 that will have public maintenance of streets and storm?

SHEET 2 of 2

1. Provide an exhibit for reference of the water and sewer utilities, roadways, sidewalk, with the proposed Variable Width Easement for Utilities
2. Width of the 5' portion of the pathway should be increased to 11' to match the USFS SUP to the west (10'). Added an extra foot in case the pathway ever needs to be completely located on Lot 21.
3. Width of the 10' portion of the pathway should be increased to 11' to allow for maintenance.
4. Easements to be vacated with the plat should be noted and a different line type used. Some sort of distinguishing feature.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
a.		Do town easements in Lot 22 get vacated at this time or with bill of sale?			
5.		If easements are recorded by separate instrument, provide a book and page for them if possible, contemporaneous could be an issue with doing this.			
6.		The LOMR application has not been completed and part of the subdivision is in SFHA A. Does this need to be shown?			

Prior to recording the plat, a digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.

(4/23/2018 9:06 PM BTL)

Final Plat Comments - Denied

P18-072

Jorgensen Associates, for Hansen & Hansen LLP

301 Hidden Hollow

April 23, 2018

Brian Lenz, 307 733-3079

The following comments pertain to the documents submitted with the two plat sheets which have received separate comments. This review is preliminary and the right to a complete review of the resubmittal is reserved.

SUBDIVISION IMPROVEMENT AGREEMENT:

1. Third whereas clause: both the Development Agreement and SIA need to be recorded. The schedule of acceptance in the DA needs to be completed.
2. Review SIA and DA, add a statement in the third whereas to clarify which document has precedence.
3. Where the SIA and DA have the same section, if appropriate, use the language from the DA.
4. Section 1: I think the section of the LDRs to comply with is 8.5.3 not the old LDR reference used. Verify the section.
5. Provide the attachments and exhibits for the SIA.
6. Section 4: The estimate for cost is approved by Town Engineer but not estimated by the Town Engineer.
7. Section 10 Warranties: should coincide with DA.
8. Section 11 Liability: Remove language pertaining to utility tunnel. Use language from DA as appropriate. Also, Submit certificate of insurance with final plat application.
9. Sections 13-15 coordinate as appropriate with the DA.
10. Signature lines and dates need updated for clerk. Check others.

BILL OF SALE

1. Provide the exhibit
2. Storm water is limited to just the Lot 22 storm water
3. Grantor shall advertise for 40 days prior to sale, similar to a public works project, for notice of the bill of sale.

PATHWAY ACCESS EASEMENT AND AGREEMENT

1. Add a Whereas clause to the effect that the Grantor is building a pathway as part of their development agreement for the public
2. Provide Exhibits for review with the Easement
3. With the specific language about use on the pathway is a "non-motorized" general term warranted for skateboarding, roller blades, skates, etc.
4. Item 5: Control and Maintenance does not occur until after acceptance, change accordingly. Make sure we have a Brian Schilling review of easement.
5. Item 6: "Indemnified Parties" is the term, later referred to as "Indemnified Party"; for the 11' easement the Grantor does have responsibilities to maintain the area that is not pathway until such time that Grantee may have to relocate the pathway completely onto the property. Perhaps area of the easement that is not occupied by the pathway or pathway plus 1 foot...

DECLARATION OF STORM WATER DRAINAGE EASEMENT

1. Provide the exhibits
2. Why a declaration and not just an easement on the plat?

ACCESS AND UTILITY EASEMENT AND AGREEMENT

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
1. Provide the exhibits					
2. Does not use our latest form for easements					
3. Easement should provide for the replacement of utilities as well					
4. There are more utilities than the town owns listed, should they be included because we have franchise agreements?					
5. Paragraph one: Town’s responsibility ends at the outside of the main, not at the lot line. Private services are from the main.					
6. Paragraph two: provide language that allows the Town to close the road completely for repair, maintenance, and replacement. Town will repair to Town Standards but not any special features or landscaping.					
This review is not final and subject to correction and approval.					
Public Works	APPROVED W/CONDITI	5/14/2018	5/28/2018	6/4/2018	See Attachment
Brian Lenz					
(6/4/2018 4:02 PM BTL)					
See Attachment:					
20180603 P18-072 Plat Document Review	APPROVED w Conditions				
for comments					
START	NO COMMENT	3/9/2018	3/30/2018		
Darren Brugmann					
START	NO COMMENT	5/14/2018	5/28/2018	6/5/2018	
Darren Brugmann					
TC Housing Authority	APPROVED	5/14/2018	5/28/2018	5/23/2018	No Comments
Stacy Stoker					
TC Housing Authority	NO COMMENT	3/9/2018	3/30/2018	5/29/2018	
Stacy Stoker					

Final Plat Comments – Approved with Conditions

P18-072

**Jorgensen Associates, for Hansen & Hansen LLP
301 Hidden Hollow**

Final Plat Comments - Denied

The following comments pertain to the two plat sheets dated 5/7/2018. **Comments pertaining to supporting documents, easements, SIA, etc. will be at a later date.**

Prior to final draft the following items shall be addressed:

lot closure calculations stamped by a Wyoming PLS shall be submitted for record.

A bond will be required until the monumentation of the lots is complete.

SHEET 1 of 2

CERTIFICATE OF ENGINEER

1. Should read: "...systems are constructed...

CERTIFICATE OF OWNER

1. There should be a line space before the final "that" statement
2. What is the intent of adding the language "'pursuant to the CCRs...." To the non-exclusive easement for the Town Access to utilities.
3. If at the time of plat Lot 22 is still private, then should the Town's access be to both Lots 21 and 22? Response to NOTES g. of previous review says that this is addressed in the Certificate of Owner. I did not see this language, please clarify.

CERTIFICATE OF APPROVAL

1. Add some line length for the month.
2. Change clerk name to, Sandra P. Birdyshaw

NOTES

1. The note pertaining to the Town's use of the storm sewer and Lot 21 should include "emergencies".
2. Add a note, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS. Response says added but I did not see it, please clarify.
g. How to handle Lot 22 that will have public maintenance of streets and storm? I did not see where this was addressed in the certificate of owner as noted in the response.

SHEET 2 of 2

1. Provide an exhibit for reference of the water and sewer utilities, roadways, sidewalk, with the proposed Variable Width Easement for Utilities. **No exhibit was included with this resubmittal. Yes, this is just for reference as it appears the easements shown on the plat do not reflect those agreed to with the utility plans. Specifically, the easement area around the manholes need to be adequate.**
2. ~~Width of the 5' portion of the pathway should be increased to 11' to match the USFS SUP to the west (10'). Added an extra foot in case the pathway ever needs to be completely located on Lot 21.~~ Will address in the easement instrument.
6. The LOMR application has not been completed and part of the subdivision is in SFHA A. Does this need to be shown? **LOMR is noted in the notes section, your response did not indicate that this would be the case.**

Prior to recording the plat, a digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.

MJQ/18-004-01

26 March 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: Hidden Hollow Addition

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

On Sheet One:

- In the Certificate of Surveyor, there are a number of phrases using "east boundary" and "easterly boundary" without additional clarification, making some confusion possible between exactly **which** east or easterly boundary is specifically being referenced. Also, I think describing a parcel by referencing the boundary of the parcel being described can add confusion without adding information. Instead of proceeding along the southerly (or whichever) boundary of the parcel being described, a reference to the limiting boundary of an adjoining parcel is far more informative. In this case, having begun the description with "...along the south boundary of said lands...", and then switching from boundary lines of the described parcel to boundary lines of adjoining parcels (frequently a good idea), the probability of confusion is further increased.
- In the Certificate of Owner, the sixth *phrase*: "those easements, covenants ...etc." is sorely in need of a verb, otherwise it is simply a meaningless reference. In the next two paragraphs, referring to "...any Lot and/or Condominium Unit of the foregoing subdivision ..." implies that there **are** condominium units in this subdivision, which does not appear to be the case. If condominium units are created in the future, they will be units of that future subdivision. Further down, the certificate notes appropriately that "this subdivision is SUBJECT TO the following instruments **of record**...", and then follows this list of recorded instruments with a series of documents yet to be recorded. Some additional distinction between previously recorded documents and those already of record would seem appropriate. Finally, the penultimate phrase: "that the pedestrian access...etc." would read better if the word "the" were omitted, and lot owners are specifically noted to be owners of lots within this subdivision.

Hidden Hollow Addition review
26 March 2018

- In the Certificate of Engineer, The water distribution system should be included in the certification.
- In the Notes, Hidden Hollow Subdivision will connect with the Town of Jackson water treatment *and distribution* systems.

On Sheet 2:

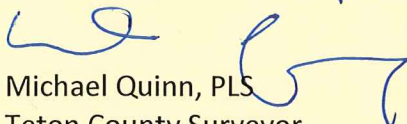
- Lots 14, 15, and 19 are not located with respect to the subdivision boundary.
- Hidden Hollow Drive and the "variable width easement" for access benefiting the lots of this subdivision should be dimensioned and locatable with reference to the subdivision boundary.
- The corners of Lots 14, 15, and 19 should be monumented.
- The "U.O.N." notation is a mystery to me. Perhaps I missed a clarifying note?
- The note referencing State Plane Coordinates is not particularly relevant if no coordinates are given on the map.
- Are the double lines along portions of the "15.0' wide utility easement ... BK910P192-196" meant to denote something? If so, what?

I also make the following comments:

- I question the desirability or reasoning behind recording so many easement documents "contemporaneously with this plat" when they could be dedicated ON the plat. Changes to these easements could be made with the appropriate vacation and dedication instruments, and I see no advantage for recording these easements separately and a number of disadvantages, particularly the necessity of accessing additional documents to obtain a complete picture of exactly what is intended.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn, PLS
Teton County Surveyor

cc: Jorgensen Associates

MJQ/18-004-01

22 May 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: Hidden Hollow Addition (Resubmittal)

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

On Sheet One:

- In the Certificate of Engineer, the reference to applicable design requirements should probably include those of the Town of Jackson

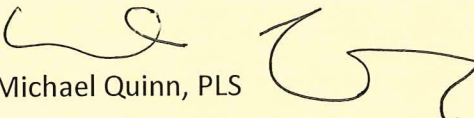
On Sheet 2: No comments

I also make the following comments:

- The resubmitted plat appears to have generally addressed my original comments.
- I still question the desirability or reasoning behind recording easement documents "contemporaneously with this plat" when they could be dedicated ON the plat. This has proven adequate and effective for many years, and any changes to these easements could be made with the appropriate vacation and dedication instruments.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn, PLS

Teton County Surveyor
cc: Jorgensen Associates

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PLAT REVIEW

Name of Proposed Plat: Hidden Hollow 1ST Addition to the Town of Jackson

Legal Description:

A portion of land lying within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence S. 89°54' E., 40.0 feet to a point on the east right-of-way line of State Highway 26-89-191, which is the True Point of Beginning;
Thence N. 00°08' W., 40.0 feet along the right-of-way line;
Thence S. 89°54' E., 550.4 feet;
Thence N. 00°08' W., 537.5 feet;
Thence S. 89°52' W., 241.3 feet;
Thence N. 00°08' W., 203.2 feet;
Thence S. 89°24' E., 582.0 feet;
Thence S. 18°37' E., 818.3 feet;
Thence N. 89°52' W., 600.1 feet;
Thence N. 89°54' W., 550.4 feet to said right-of-way line, the Point of Beginning.

PIDN: 22-41-16-27-3-00-032

Reference: W-18460

Title:

Vesting: Hansen & Hansen, LLP, an Idaho limited partnership

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☐ Yes ☒ No

1. Ownership on the plat shows Hansen & Hansen, LLP, a Idaho limited partnership as opposed to Hansen & Hansen, LLP, an Idaho limited partnership

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

1. The property is held in a limited partnership. A partnership agreement should be reviewed to determine who is authorized to sign the plat according to the partnership agreement.

Access:

Legal: ☒ Yes ☐ No Physical: ☒ Yes ☐ No

Legal access provided by North Cache Street/US Highways 26, 89, 191

Lots:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☐ No ☒ N/A

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

1. A call appears to be missing between Lots 1 and 2.

Streets:

Are streets ☐ dedicated to the public OR ☒ private, with rights of way granted to each lot owner? ☐ N/A There are no streets within the plat boundary.

1. Hidden Hollow Drive is a private drive according to the Owner Certificate on the plat. Lot 22 is a Road Lot according to the plat. However, the Owner Certificate does not grant rights of way to each lot/unit owner over Hidden Hollow Drive or Lot 22.

Easements/Encumbrances:

Are all easements/encumbrances shown on SG 08007548 listed on the plat?
☐ Yes ☒ No ☐ N/A

The following easements/encumbrances shown on SG 08007548 are missing from the plat:

1. Map of Survey T-20F, T-20I
2. The terms, conditions easements and reservations contained in Deed in Book 910 of Photo, Page 186-191 is missing from Owner Certificate. An easement contained in the deed is depicted on the plat.

Other Documents missing from plat found through separate title search:

1. Development Agreement recorded in Document 0931258
2. Map of Survey T-20A, T-20B
3. Right-of-Way Easement granted to Wyoming State Highway Department in Book 170 of Photo, Page 505

Except for the Declaration of Covenants, Conditions, and Restrictions, documents that are recording concurrently are not shown on Owners Certificate. Also, documents provided that are recording concurrently do not have referenced attached exhibits.

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103) ☒ Yes ☐ No
Wyoming Title and Escrow
Plat Review – Page 2

Is Owner's Certificate executed by the correct party?
1. The party should be an Idaho limited partnership

☒ Yes ☐ No

Surveyor's Certificate

☒ Yes ☐ No

1. The Certificate of Surveyor may have an incorrect call.
 - "Thence departing said south boundary and proceeding on said easterly boundary N00°19'22'E, 40 feet,"

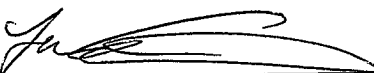
Mortgagee's Certificate (WS 34-12-102)

☐ Yes ☒ No

Comments/Requirements:

1. The Certificate of Owner does not contain wordage granting each owner of a lot a right of way over private roads (Hidden Hollow Drive) or Road Lot 22.
2. The name of the owner should be updated to show Hansen & Hansen, an Idaho limited partnership.
1. A partnership agreement should be reviewed for Hansen & Hansen, LLP, an Idaho limited partnership, to determine who has authority to sign the plat.
2. The Certificate of Surveyor should be reviewed to determine whether easterly boundary was properly used.
3. A call appears to be missing between Lots 1 and 2.
4. The terms, conditions easements and reservations contained in Deed in Book 910 of Photo, Page 186-191 is missing from the Owner Certificate. An easement contained in the deed it is depicted on the plat.
5. Development Agreement recorded in Document 0931258 is missing from the Owner Certificate.

Signed by:



Laura Ethington

3/21/2018
Date



PLAT REVIEW

Name of Proposed Plat: Hidden Hollow 1ST Addition to the Town of Jackson

Legal Description:

A portion of land lying within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence S. 89°54' E., 40.0 feet to a point on the east right-of-way line of State Highway 26-89-191, which is the True Point of Beginning;
Thence N. 00°08' W., 40.0 feet along the right-of-way line;
Thence S. 89°54' E., 550.4 feet;
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Thence S. 89°52' W., 241.3 feet;
Thence N. 00°08' W., 203.2 feet;
Thence S. 89°24' E., 582.0 feet;
Thence S. 18°37' E., 818.3 feet;
Thence N. 89°52' W., 600.1 feet;
Thence N. 89°54' W., 550.4 feet to said right-of-way line, the Point of Beginning.

PIDN: 22-41-16-27-3-00-032

Reference: W-18460

Title:

Vesting: Hansen & Hansen, LLP, an Idaho limited liability partnership

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☐ Yes ☒ No

1. Ownership on the plat shows Hansen & Hansen, LLP, a Idaho limited liability partnership as opposed to Hansen & Hansen, LLP, an Idaho limited liability partnership

This has been updated on the Owner's Certificate

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

1. The property is held in a limited partnership. A partnership agreement should be reviewed to determine who is authorized to sign the plat according to the partnership agreement.

The plat now shows that Kirk R. Hansen, Partner, will sign on behalf of the partnership.

Access:

Legal: ☒ Yes ☐ No Physical: ☒ Yes ☐ No

Legal access provided by North Cache Street/US Highways 26, 89, 191

Lots:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☐ No ☒ N/A

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

1. A call appears to be missing between Lots 1 and 2.

The call between Lots 1 and 2 now appears on the plat.

Streets:

Are streets ☐ dedicated to the public OR ☒ private, with rights of way granted to each lot owner? ☐ N/A There are no streets within the plat boundary.

1. Hidden Hollow Drive is a private drive according to the Owner Certificate on the plat. Lot 22 is a Road Lot according to the plat. However, the Owner Certificate does not grant rights of way to each lot/unit owner over Hidden Hollow Drive or Lot 22.

Update/Re-Submittal states that Easement is now granted in the Declaration of Covenants, Conditions, and Restrictions for access to all lot owners. Updated Covenants, Conditions, and Restrictions have not been provided for review.

Easements/Encumbrances:

Are all easements/encumbrances shown on SG 08007548 listed on the plat?

☐ Yes ☒ No ☐ N/A

The following easements/encumbrances shown on SG 08007548 are missing from the plat:

1. Map of Survey T-20F, T-20I

Update/Re-Submittal state that these surveys were analyzed during survey phase, but ultimately do not control this survey.

2. The terms, conditions easements and reservations contained in Deed in Book 910 of Photo, Page 186-191 is missing from Owner Certificate. An easement contained in the deed is depicted on the plat.

This has been added to the Owners Certificate

Other Documents missing from plat found through separate title search:

1. Development Agreement recorded in Document 0931258

This has been added to the Owner's Certificate

Wyoming Title and Escrow

Plat Review – Page 2

2. Map of Survey T-20A, T-20B

Update/Re-Submittal has indicated that these are not relevant

3. Right-of-Way Easement granted to Wyoming State Highway Department in Book 170 of Photo, Page 505

Except for the Declaration of Covenants, Conditions, and Restrictions, documents that are recording concurrently are not shown on Owners Certificate. Also, documents provided that are recording concurrently do not have referenced attached exhibits.

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103) ☒ Yes ☐ No

Is Owner's Certificate executed by the correct party? ☒ Yes ☐ No

1. The party should be an Idaho limited partnership

This has been updated on the Owner's Certificate.

Surveyor's Certificate ☒ Yes ☐ No

1. The Certificate of Surveyor may have an incorrect call.

- "Thence departing said south boundary and proceeding on said easterly boundary N00°19'22"E, 40 feet,"

This ambiguity has been removed from the Certificate of Surveyor.

Mortgagee's Certificate (WS 34-12-102) ☐ Yes ☒ No

Comments/Requirements:

1. The Certificate of Owner does not contain wordage granting each owner of a lot a right of way over private roads (Hidden Hollow Drive) or Road Lot 22.

Update/Re-Submittal states that Easement is now granted in the Declaration of Covenants, Conditions, and Restrictions for access to all lot owners. Updated Covenants, Conditions, and Restrictions have not been provided for review.

2. The name of the owner should be updated to show Hansen & Hansen, an Idaho limited liability partnership.

This has been updated on the Owner's Certificate.

3. A partnership agreement should be reviewed for Hansen & Hansen, LLP, an Idaho limited liability partnership, to determine who has authority to sign the plat.

It appears that Kirk R. Hansen, Partner will sign on behalf of the partnership. It is unclear whether a partnership agreement was reviewed.

4. The Certificate of Surveyor should be reviewed to determine whether easterly boundary was properly used.

This ambiguity has been removed.

5. A call appears to be missing between Lots 1 and 2.

This annotation has been added to the plat.

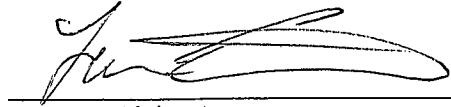
6. The terms, conditions easements and reservations contained in Deed in Book 910 of Photo, Page 186-191 is missing from the Owner Certificate. An easement contained in the deed it is depicted on the plat.

This has been added to the Owners Certificate.

7. Development Agreement recorded in Document 0931258 is missing from the Owner Certificate.

This has been added to the Owners Certificate.

Signed by:



Laura Ethington

5/22/18

Date

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2018, by and between HANSEN & HANSEN, LLP, an Idaho limited liability partnership, hereinafter referred to as “Subdivider”, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town”, provides as follows:

WHEREAS, Subdivider is required to construct certain public improvements (the “Improvements”) as a condition of the approval of the final plat and associated Final Development Plan (Permit#B17-0622) approved by Town Council on _____ (the “Development Plan”), as memorialized to date in that certain Development Agreement executed and recorded in the Office of the Teton County Clerk by the Town and the Subdivider on _____, and all amendments thereto (the “Development Agreement”); and

WHEREAS, the Town of Jackson Land Development Regulations also require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk with a Final Plat Subdivision and if this Agreement and the Development Agreement conflict, the terms of the Development Agreement shall control; and

WHEREAS, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Hidden Hollow 1st Addition to the Town of Jackson; and

WHEREAS, this Subdivision Improvement Agreement supplements the Development Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in the Development Agreement, Section 8.5.3 of the Town of Jackson Land Development Regulations, the Development Plan and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider’s own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Development Plan and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document and in the Development Agreement are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement and the Development Agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Subdivider and approved by the Town Engineer is attached hereto as **Attachment “A”** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the “Security”) and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider shall construct those certain affordable units and those certain workforce units as required by the Development Plan, and all amendments thereto, and the Hidden Hollow Planned Unit Development Master Plan (the “HHPUD Master Plan”), and all amendments thereto (the “Affordable Units” and the “Workforce Units”, respectively).

6. PUBLIC PATHWAYS

The variable width Public Pathways delineated as “pathway easements” on the site plan of the Final Development Plan approved by Council, requires that the Subdivider complete the installation of the Public Pathways as part of the overall improvements described in **Attachment “A”**. At such a time that the Town determines that public access is safe and appropriate, the Subdivider shall receive a letter from the Town requesting that all required work necessary (survey, design and installation) of an approved Public Pathway or Public Pathway segment shall be completed within six months of the request. The Subdivider may be granted an extension for the completion based on a determination by the Town Engineer that weather conditions has precluded progress.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

8. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$ _____
School Exaction:	\$ _____

9. TIME FOR COMPLETION OF AFFORDABLE UNITS:

The required affordable units shall be completed within the time frame required by the HHPUD Master Plan, as amended.

10. WARRANTY:

Except for Affordable Housing Mitigation which affordable units shall have a one (1) year warranty, all work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

11. LIABILITY:

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer contemporaneous with the filing of the Final Plat.

12. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

13. RELEASE OF SECURITY: As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a full or partial release of the Security. Upon inspection and approval of the infrastructure applicable to the requested full or partial release of the Security, the Town Engineer may authorize the Town Finance Director to release a portion or all of the assurance, provide that the amount retained for Security shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such assurance was secured. The

Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the Security.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the approved plans and/or specifications or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies of constructed or partially constructed improvements and shall be entitled to withhold a portion of the requested full or partial release of the Security reasonably determined to be sufficient to ensure correction of any deficiencies.

Alternatively, if improvements are not completed as required by this Agreement, the Town Engineer may draw and expend from the Security such funds as may be necessary to construct the improvements and/or correct deficiencies in accordance with the Subdivider's obligations pursuant to this Agreement and the Subdivider hereby grants the Town access to the property for the construction and completion of such work as required to fulfill the Subdivider's obligations.

Release of the Security does not constitute acceptance of the improvement; or certification of compliance with the standards of the Town of Jackson Land Development Regulations, any applicable code, or other requirement; nor is it a release of the responsibility of the Subdivider.

14. ACCEPTANCE BY THE TOWN:

THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS (AS LISTED IN ATTACHMENT "A") HAVE BEEN ACCEPTED.

The Town agrees to accept the improvements only upon acceptable completion of the public and private infrastructure improvements, the satisfactory testing and inspection of said improvements in according with this Agreement, and the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement, nor shall the Town exercise any control over the improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency, unless the street or other improvement has been formally accepted by the Town.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon completion of the improvements in accordance with this Agreement, the Subdivider may request, in writing, acceptance by the

Town. The request for acceptance shall include all outstanding submittals required by this Agreement and the development plan for review.

- B. *Final inspection.* Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance the approved plans and/or specifications, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.
- C. *Acceptance and Conveyance.* Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection; and in accordance with the approved plans and/or specifications, and all other standards and procedures set forth in this Agreement have been met; as certified by a Town approved registered engineer in the State of Wyoming; and approval by the Town Engineer, and other appropriate government agencies; the Subdivider shall thereafter:
- i. Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale prepared by the Town Attorney; and,
 - ii. Grant utility easements to the Town in the locations of the said improvements and infrastructure as described on **Exhibit "A"** of this Agreement.

Acceptance will be final and the infrastructure will be conveyed to the Town upon the recordation of the Bill of Sale and Easements in the Teton County Clerk's office by the Town.

- D. *Responsibility to maintain.* Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, at its sole cost and expense, except that the Subdivider shall be subject to a two (2) year warranty on the construction of the improvements from the time of acceptance by the Town in accordance with this Agreement.
- E. *Submittals.* Prior to the acceptance of any improvements, the following must be submitted to the Town Engineer for approval:
- i. Legally recorded documents of all easements, or easements to be recorded at acceptance; and,
 - ii. A certification that there are no outstanding judgements, liens, or encumbrances on the improvements and infrastructure including all appurtenances, and land upon which the public improvements are located, provided that if there is a construction mortgage on the improvements and infrastructure then the Subdivider will obtain the mortgagees consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and,

- iii. Field verified by survey record drawings and specifications in accordance with the following:
 - a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files, and in any other format deemed suitable by the Town Engineer; and,
 - b. Record drawings shall show all improvements constructed including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and,
 - c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and,
 - d. Each sheet of the plans shall be noted as a RECORD DRAWING; and,
 - e. Certification. The following certification by the project engineer shall appear on the face of the record drawings; and,
RECORD PLANS CERTIFICATE:
These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.
- iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the improvements. Submitted in the quantity and format deemed suitable by the Town Engineer; and,
- v. Submittal of all inspection and testing reports as set forth in this Agreement.

15. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

16. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687
Jackson, WY 83001

Subdivider: Hansen & Hansen, LLP
Attn: Zane Powell
2251 North Holmes Ave.
Idaho Falls, ID 83401

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**

APPROVED AS TO FORM:

_____, Mayor

Town Attorney

CONTENTS:

_____, Town Clerk

Town Engineer

Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson this __day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)

COUNTY OF TETON)ss.
)

The foregoing instrument was acknowledged before me by
_____ as Town Clerk of the Town of Jackson this __day
of _____, 2017.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis
as Town Attorney of the Town of Jackson this __day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by
_____ as Town Engineer of the Town of Jackson this
day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this _day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

**Hansen & Hansen, LLP,
an Idaho limited liability partnership**

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Hansen & Hansen, LLP, an Idaho limited liability partnership, this ____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

ACCESS AND UTILITY EASEMENT

This **ACCESS AND UTILITY EASEMENT** (this "Agreement") is made and entered into by and between **Hansen & Hansen, LLP**, an Idaho limited liability partnership, whose address is Hansen and Hansen LLP, an Idaho limited liability company (hereinafter referred to as "GRANTOR"), and the **Town of Jackson**, a Wyoming municipal corporation, whose address is P.O. Box 1687, Jackson, Wyoming 83001 (hereafter referred to as "GRANTEE").

RECITALS

WHEREAS, in accordance with the requirements of the Hidden Hollow Planned Unit Development Master Plan (the "HHPUD Master Plan"), Grantor owns and desires to establish an express and non-exclusive permanent in gross construction, utility, access and maintenance easement in, under, over, across, and through that certain real property located in Teton County, Wyoming specifically described as Common Area, Lot 21 of the Hidden Hollow First Addition to the Town of Jackson set forth on the plat thereof filed in the Office of the Teton County Clerk the same date hereof (the "Burdened Property") to and for the benefit of Grantee and the public, subject to existing easements as of the date this document is executed, according to the terms and conditions set forth herein; and

WHEREAS, Grantee desires to accept such non-exclusive permanent in gross easement in accordance with the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid Burdened Property and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties, Grantor on their own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. **Grant of Exclusive Easement.** Grantor hereby conveys, declares and establishes for the benefit of Grantee and Grantee's employees, agents, contractors and licensees; and the public, a permanent non-exclusive access and utility easement in gross in, under, over, across, and through that portion of the Burdened Property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Easement") for the right to use a roadway and appurtenant sidewalk for public access, ingress, and egress, together with the right to install, operate, and maintain public utilities and appurtenances thereto, including but not limited to sanitary sewer, water, drainage, gas, electricity, telephone, fiber optics, cable television, and other communications, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, and maintenance of said utilities, water systems, sewer systems, storm drainage systems and appurtenances thereto, and the further right of access, ingress and egress to and from the said described property over and across reasonable routes approved by Grantor in order that the Grantee might exercise the rights granted by this Easement on the Burdened Property, subject to the terms and conditions set forth herein and any existing easements as of the date this document is executed.
2. **Engineering, Installation, Operation and Maintenance.** The construction of the public water mains, sewer mains, and necessary appurtenances (collectively, the "Water and Sewer Improvements"), the storm water mains and the roadway shall be initially completed by Grantor, at Grantor's sole cost and expense, and in accordance with the requirements of the HHPUD Master Plan except as otherwise agreed to in this Easement. The Water and Sewer Improvements constructed or installed by the Grantor within the Easement shall be conveyed to Grantee pursuant to a Bill of Sale and shall thereafter at all times remain the property of Grantee and such improvements shall thereafter be maintained by the Grantee, at its sole expense. Such conveyance of the Water and Sewer Improvements and this Easement shall not include the water and sewer service line from the point of connection on the outside diameter of the Town's mains, the water service shutoff valves and/or the sewer cleanouts and cleanout lids. Grantee shall not permit any mechanic's or materialmen's lien to be placed upon or remain upon the Burdened Property. Grantee shall be permitted to operate and temporarily park all reasonably necessary equipment, including all reasonably necessary trucks and grading equipment, within the Easement during the term of the Easement. After

maintenance and/or additional improvements to the Water and Sewer Improvements, Grantee or its agents shall promptly restore the Easement area affected thereby to the reasonably same condition it was prior to such operations, including but not limited to restoring the surface grade, replacing landscaping such as, grass, bushes and other similar undergrowth, if removed or damaged. Mature trees and shrubs greater than twelve (12) feet in height and/or width shall be replaced with trees or shrubs at or near twelve (12) feet in height and/or width. Smaller trees will be replaced by similar sized trees or shrubs.

3. **Reservation.** Grantor hereby reserves unto itself, its guests, invitees, and legal representatives, the right to use the surface and subsurface of the Easement, including but not limited to buildings, landscaping, future ingress and egress driveways to Grantor's property, planting and associated irrigation, water and sewer services, and storm water systems, pursuant to any future approved development plan, building or grading permits, provided such use does not unreasonably impair, interfere with or obstruct the use of the Easement by Grantee.

Grantor also hereby reserves unto itself, its guests, invitees, and legal representatives, the right to all existing uses of the Easement including but not limited to, water and sewer services, storm drainage, and access including repairs and maintenance.

4. **Restrictions.** The grant of the Easement shall be subject to the following restrictions:

- 4.1. Grantee shall use the rights granted above, with due regard to the rights of others and their use thereof, and shall not use the Easement in any way that would impair the rights of Grantor or others to the use of the same;
- 4.2. Grantor shall not construct any building, structure, or improvement within the Easement, without the express written approval of Grantee;
- 4.3. Grantor shall not construct any landscaping that impairs, interferes with, or obstructs the use of the Easement by Grantee;
- 4.4. Grantor shall not replace existing development or uses within the Easement without the express written approval of Grantee;
- 4.5. Grantor shall at its sole cost and expense pay for improvements required by the Town of Jackson Land Development Regulations, the HHPUD Master Plan, any approved development plan, building or grading permit, unless a cost share agreement is executed; and
- 4.6. Grantor shall not temporarily park vehicles or equipment on the Easement in a manner that obstructs the passage by Grantee or others.

5. **Declaration.** The Grantor and Grantee hereby declare that the Easement shall inure to the benefit of the Grantee and its legal representatives. Grantor hereby declares that the Burdened Property hereto shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Easement and the terms and conditions set forth herein, which shall run with the land and shall be binding on all parties having or acquiring legal title or an equitable interest in the Burdened Property.

6. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Burdened Property and shall not merge therewith.

7. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

8. **Enforcement.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

9. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of

the Clerk of Teton County, Wyoming and shall be perpetual so long as it is used for the above described purposes; unless this Agreement is modified, amended, canceled or terminated by an instrument in writing signed by the Grantor and the Grantee.

10. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Agreement and the Easement contained herein.
11. **Easement In Gross.** The Easement granted herein is a commercial easement "in gross." Grantee shall not have the right to lease or otherwise permit the use of the Easement by any other person or entity other than to Grantee's employees, agents, contractors and licensees, nor shall Grantee assign any of the rights, privileges, duties or obligations of Grantee hereunder except as provided for herein, without the prior written consent of Grantor.
12. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Grantee accepts the Easement in its present condition, "as-is", "where-is" and "with all faults" and subject to any and all existing liens, encumbrances, charges, easements, rights and covenants, conditions and restrictions of record. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.
13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. **Entire Agreement; Modification.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by an instrument in writing signed by the Grantor and the Grantee.
15. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
16. **Binding Effect.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.
17. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its beneficiaries, employees, successors and assigns (the "Grantor Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, and for any and all damage to property, personal injury claims, or death, arising out of, or attributable to the use, construction, maintenance, restoration or repair of Access and Utility Improvements within the Easement by Grantee and its employees, agents, contractors, representatives, and the public. This indemnity shall include the costs and expenses including reasonable attorney fees in defending any such actions or lawsuits, and reimbursement for any and all damages suffered by Grantor. All indemnification provided for herein shall not include indemnification for negligence of Grantor and its employees, agents, contractors and representatives or for actions of Grantor and its employees, agents, contractors and representatives, which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

IN WITNESS WHEREOF, my hand this _____ day of _____, 2018.

Hansen and Hansen LLP, an Idaho limited liability company:

By:
Its:

TOWN OF JACKSON

By: Pete Muldoon
Its: Mayor

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, _____ of Hansen and Hansen LLP, an Idaho limited liability company, who does verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of said corporation.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Pete Muldoon, Mayor of the Town of Jackson.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Sandra P. Birdyshaw, Town Clerk of the Town of Jackson.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

PATHWAY ACCESS EASEMENT AND AGREEMENT

This Pathway Access Easement and Agreement (the "Agreement") is made effective the ____ day of _____, 2018 (the "Effective Date"), by and between HANSEN & HANSEN, LLP, an Idaho limited liability partnership ("Grantor") and the TOWN OF JACKSON ("Grantee").

WHEREAS, Subdivider is required to construct a public pathway as a condition of the approval of the final plat and associated Final Development Plan (Permit#B17-0622) approved by the Town Council, as amended;

WHEREAS, the Grantor is the owner in fee simple of that certain real property situated in the Town of Jackson, Teton County, Wyoming, more particularly described in **Exhibit "A"** attached hereto and incorporated herein, over which the Grantee wishes to obtain a right for the public to enter and pass for recreational purposes, under circumstances where Grantor is provided the immunity from liability promulgated by W.S. §34-19-101 (1977) et seq.; and

WHEREAS, the Grantee is a governmental body whose powers include the authority to receive easements in land for the public that has joined in the creation and funding of the Jackson Hole Community Pathways Program.

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and in consideration of the covenants and undertakings hereinafter set forth, the Grantor hereby does give, grant, bargain, sell, and convey to the Grantee a non-exclusive perpetual in-gross easement and right over and on the hereinafter described real estate, of the nature and character and to the extent hereinafter expressed, for the purpose of permitting construction and maintenance of pathway improvements for those bicycle, pedestrian and other uses permitted by the Town of Jackson Municipal Code, as amended, by the public on and along a pathway easement as described and shown on **Exhibit "B"** attached hereto (the "Easement"), under the following terms and conditions:

1. The Grantee, for itself and for its successors and assigns, covenants and agrees that once the pathway is constructed by Grantor and accepted by the Grantee, it will maintain the aforesaid pathway improvements for public recreational purposes, without charge, including those bicycle, pedestrian and other used permitted by the Town of Jackson Municipal Code, as amended, and that Grantee shall enforce the laws and guidelines of the Jackson Hole Community Pathways within the Easement.
2. Grantee shall not knowingly or affirmatively permit operation of motorcycles, all-terrain vehicles, snowmobiles, or any other type of motorized vehicle, except that the Grantor shall permit the operation of: (a) vehicles by the Grantee within the Easement in a manner and to an extent satisfactory to the Grantor for the initial construction and periodic maintenance of the pathway; and (b) electric bicycles as permitted on local pathways from time to time.
3. Grantee shall not undertake removal, destruction, cutting, or alteration of any vegetation, whether dead or alive, nor any disturbance or change in the natural habitat in any manner beyond that necessary for construction and maintenance of the pathway improvements for public passage and prevention of pathway deterioration or erosion. Grantee will restore (to substantially the same condition existing as of the date hereof) any property of Grantor that has been disturbed by any such construction of the pathway improvements within thirty days following the completion of the pathway improvements. After the initial construction of the

pathway improvements by Grantor, future construction activities may not take place on the property of Grantor outside of the Easement without the advance written consent of Grantor. Grantee shall not initiate the construction of any pathway improvements until Grantor has approved the design and construction plans for such improvements, which approval shall not be unreasonably withheld.

4. The Grantee shall be responsible for the prevention and control of noxious weeds and/or exotic plants within the Easement and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by the Teton County Weed Control entity.
5. Once constructed, Grantee shall be deemed to be in control of and shall maintain the pathway improvements at its expense in a neat and orderly condition, free of trash, rubbish, or any other unsightly materials, to the satisfaction of the Grantor, and Grantee shall undertake periodic inspections to ensure that the pathway is maintained in a safe neat and orderly manner and that the terms and conditions of this Easement and agreement are met.
6. Grantee shall save, defend, indemnify, and hold harmless Grantor and any and all of its Members, Managers, owners, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it (collectively, the “Indemnified Parties” and each an “Indemnified Party”) which shall not include the general public against any losses, damages, suits, claims, costs, judgments, and expenses, including reasonable attorneys’ fees which any of them may directly or indirectly suffer, sustain, be liable for, or subject to, arising out of or connected with the exercise by Grantee or the public of the Easement herein granted except to the extent caused by the willful or negligent acts or omissions of an Indemnified Party. Grantor shall have no duty to maintain the easement area nor shall it have any duty, except as provided by law, to warn Grantee or the public of any unsafe or dangerous condition, whether or not known to Grantor.
7. Prior to the execution of this indenture and throughout its duration, Grantee shall provide and maintain a liability insurance policy in the amount of not less than two hundred fifty thousand dollars (\$250,000.00) for any number of claims arising out of a single transaction or occurrence; containing a policy endorsement insuring Grantee’s indemnity of the Grantor as provided in Section 6 above.
8. Grantor hereby authorizes Grantee to enter upon the Easement for purposes of clearing, grading, maintaining and repairing the pathway improvements. However, there shall be no construction or placement of any other structures (except signage that is consistent with such markers elsewhere on the pathway posting the pathway route and rules) within the Easement in addition to the pathway improvements without the express prior written consent of the Grantor.
9. This grant shall be for recreational purposes only, without charge, as defined and provided for under Wyoming’s Landowner Liability Act (W.S. §34-19-101 (1977), *et seq.*), and in the event such statute shall be repealed or amended so as to remove the immunity provided to Grantor, and Grantor is not adequately protected by insurance or by other means, as determined by Grantor in its sole discretion, at Grantee’s expense, Grantor may immediately terminate this Easement by written notice delivered to Grantee. It is hereby acknowledged by the parties hereto that solely for purposes of the Wyoming Landowner Liability Act (W.S. §34-19-101 *et seq.*), the Grantor shall be included within the definition of an “Owner” as set forth in W.S. §34-

19-101 *et seq.* but Grantee shall not be considered an invitee or licensee to whom a duty of care is owed by an “Owner” as such term is defined therein. The Grantees understand and agree that the use within the Easement may also fall within the purview of the Wyoming Recreation Safety Act. Wyo. Stat. §1-1-121 *et seq.*, as may be amended from time to time.

RESERVED RIGHTS

Notwithstanding any of the foregoing covenants to the contrary, the Grantor specifically reserves for itself, its Members, owners, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

1. The right to enter, pass, and repass the lands burdened by the Easement at any time, including the superior right to use any prior easement affecting the property described herein.
2. All rights as owner of the property, including the right to use the property for all purposes not inconsistent with this Easement and Agreement.
3. The right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the terms and conditions of this indenture. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to the granted easements due to causes beyond the Grantor’s control, such as changes caused by fire, storm, landslide, erosion, falling trees or branches, plant growth, water, or any other act of nature, or the unauthorized acts of third persons.
4. It is understood and agreed that this Easement shall not affect or reduce the entitlements set forth in the Hidden Hollow Planned Unit Development Master Plan, as amended.
5. It is understood and agreed that this Easement imposes no other obligations or restrictions upon the Grantor, its Members, Managers, owners, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it, and that neither the Grantor nor its Managers, family members, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it shall be in any way restricted in their use of said lands for all purposes, present and future, not inconsistent with this grant. Notwithstanding any other provision, the Easement granted herein is a non-exclusive easement and Grantor specifically reserves the right to grant additional easements in, over, under and across the Easement for any purpose as Grantor deems necessary, in Grantor’s sole discretion not inconsistent with this grant.
6. Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the lands described herein.
7. If Grantor is no longer eligible for immunity pursuant to Wyoming Statutes and/or Grantee is unable to provide adequate insurance coverage to Grantor, in Grantor’s sole discretion, or in the event of the abandonment of the pathway by failure to maintain it after construction for a period of one (1) year without reasonable cause, Grantor may, upon thirty (30) days written notice to Grantee and failure to cure the situation by Grantee, terminate this Easement.
8. Notwithstanding any provision set forth herein, the parties agree that the Easement may be unilaterally relocated by Grantor, in the sole and absolute discretion of Grantor and at Grantor’s sole cost and expense, so long as no material interruption in the pathway shall occur beyond that amount of time reasonably necessary to complete such relocation. Upon each such event, Grantor

of _____, 20_____.

TOWN OF JACKSON

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me _____
_____, as Town Attorney of the Town of Jackson this ____ day of
_____, 20_____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me _____
_____, as Town Clerk of the Town of Jackson this ____ day of
_____, 20_____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me _____
_____, as Mayor of the Town of Jackson this ____ day of _____,
20_____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

DRAFT



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 15, 2018
MEETING DATE: JUNE 18, 2015

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-081:** REQUEST FOR FINAL PLAT APPROVAL OF THE FERRIN TWELFTH ADDITION TO THE TOWN OF JACKSON

APPLICANT: ON SIGHT LAND SURVEYORS / TODD CEDARHOLM

OWNER: BEN READ & ANNE LOUISE FLETCHER READ

STATEMENT/PURPOSE

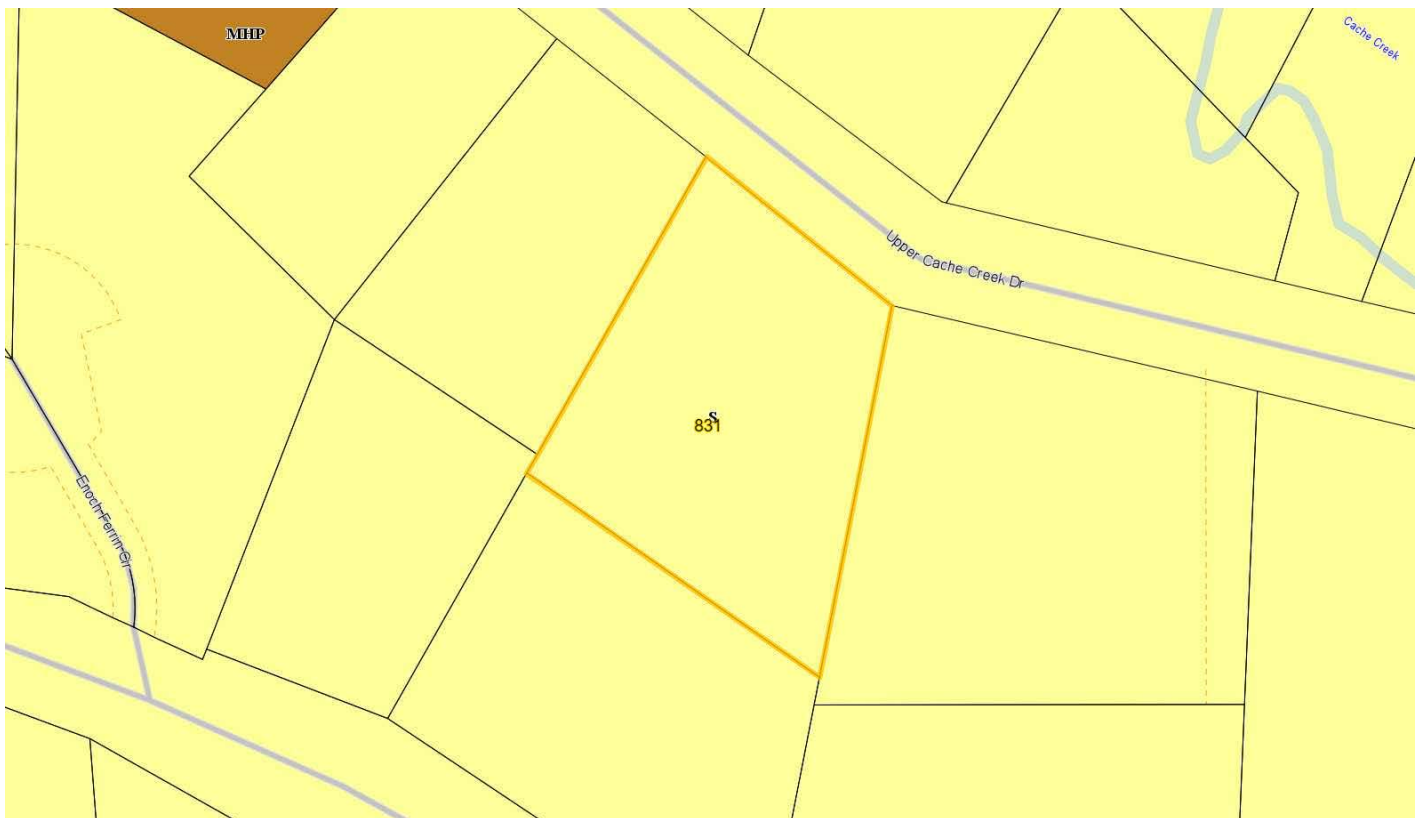
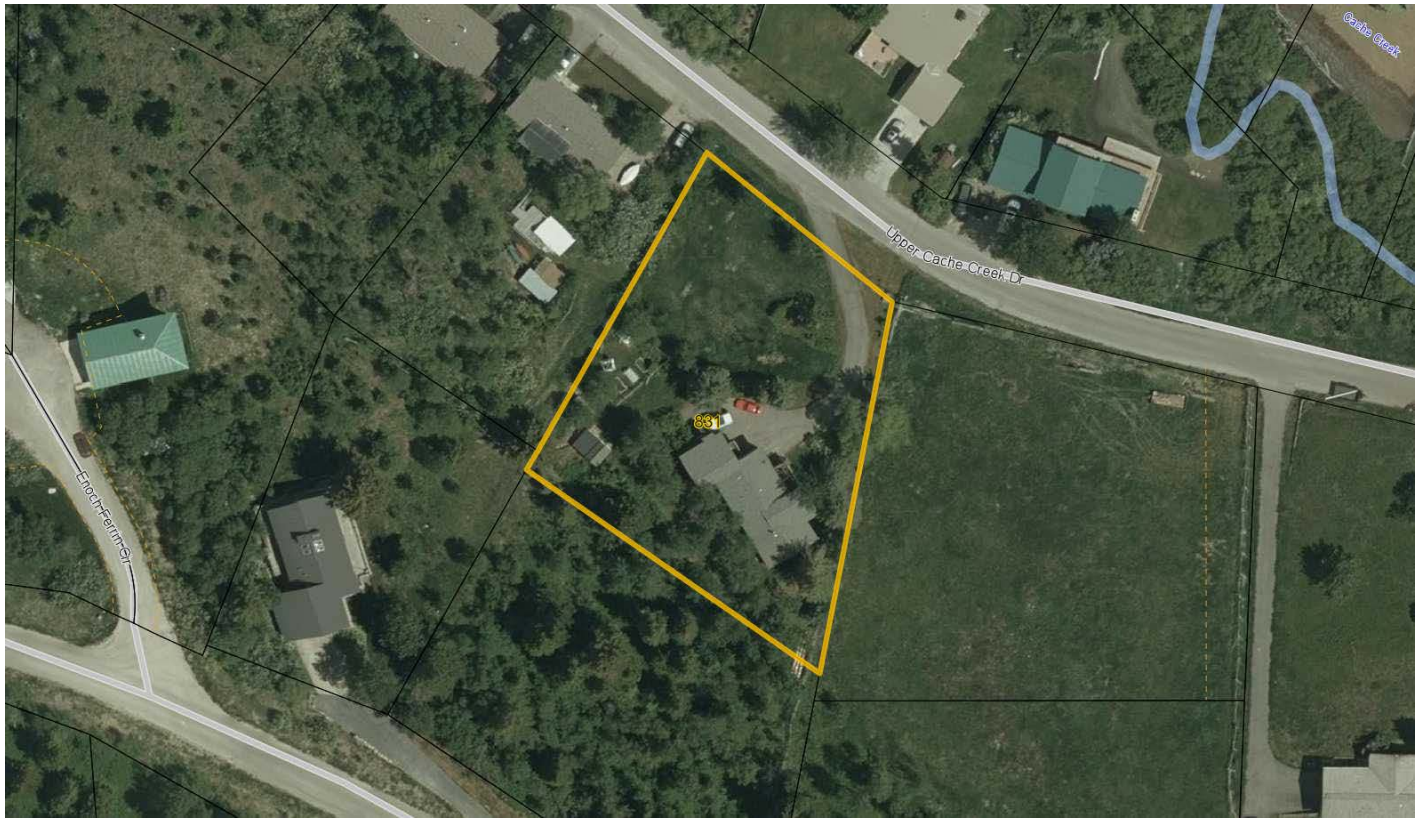
The applicant is requesting Final Plat approval of a 2-lot Subdivision for the Ferrin Twelfth Addition to the Town of Jackson, Plat No. 903, addressed as 831 Upper Cache Creek Drive.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is currently described as Lot 401, FERRIN 4TH ADDITION to the Town of Jackson, and is addressed as 831 Upper Cache Creek Drive. An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is located within the Suburban-Town (S-ToJ) zone and allows for subdivision granted each newly created lot meets the minimum lot size of 12,000 square feet. The properties to the North, South,

East, and West are all zoned S-ToJ as well. The existing lot is 32,670 square feet, or .75 acres, in Gross Site Area (synonymous with Base Site Area in this instance) and thus can be subdivided into two legal lots. Because the sloped areas on the lot above 25% are considered man-made they are not subtracted from the Gross Site Area which would otherwise deduct 50% of all land with natural slopes greater than 25% to calculate the Base Site Area. The creation of Lot 2, however, is subject to the Adjusted Site Area, which deducts all land within vehicular access easements and is used to calculate lot coverage. Currently, the property has an existing single family home located in the southeastern portion of the property which is 3,681 square feet, according to the County Assessor's records. The property was approved for an Administrative Adjustment in 2016 (P16-003) for a 13.2' side yard (east) setback where a 15' setback is otherwise required.

The applicant received approval for a Development Plan and a Hillside Conditional Use Permit (P16-067 & P16-068) on October 3, 2016 as is required prior to a Final Plat request per the Land Development Regulations. The Hillside Conditional Use Permit (CUP) is required for a lot of record with a cross-slope \geq 10%. According to the LDRs lots that were legally platted prior to November 9, 1994 are exempt from having to obtain a Hillside CUP, however, new subdivisions are not exempt and therefore the applicant was required to obtain one.

PROJECT DESCRIPTION

The proposed application is for Final Plat approval of Ferrin Twelfth Addition to the Town of Jackson. The plat will result in two lots, 80 & 81, configured south and north of each other. Lot 80 (with the existing house) is 19,295 square feet and Lot 81 is 13,345 square feet. A 30' wide access and utility easement crosses Lot 81 to serve Lot 80 to the south.

STAFF ANALYSIS

Conformance with the Comprehensive Plan

The site is located within District 6, subarea 6.2 – Upper Cache which is a stable area that limits the amount of density to one single-family home per lot and encourages hillside sensitive development toward steep slopes, landscaping, and wildlife corridors. Staff finds that the proposed project is in conformance and meets many of the goals of the Comprehensive Plan as the applicant is not proposing more dwelling units than are permitted. The applicant has also addressed hillside development through a site specific reconnaissance level soil and subsurface investigation and also submitted an environmental analysis as part of the Development Plan approval to address any potential wildlife concerns. The primary terrain disturbance on Lot 81 (the building envelope) will be within areas previously disturbed on man-made slopes which have been determined geologically stable and is therefore viewed as less of an impact in terms of natural vegetation disturbance.

Conformance with Previous Approvals and Other Applicable Regulations

Staff finds that the proposed plat is in conformance with the previously approved Development Plan and the Hillside Conditional Use Permit (P16-067 & P16-068). The Hillside CUP is required under Sec. 5.4.1D Standards for Hillside areas for a lot(s) of record with a cross slope \geq 10%. The primary terrain disturbance (the building envelope for Lot 2) will be within areas previously disturbed. Lot 2's building envelope falls within man-made slopes. A specific reconnaissance level soil and subsurface investigation was submitted for the CUP which concluded that the slopes at the development site are geologically stable. In addition, the CUP met all of the remaining findings in regards to retention of existing vegetation, mitigating impacts on wildlife, and mitigation measures for avoiding or minimizing visual impacts, subsurface, or other natural hazards associated with hillside development. On the condition that all requirements in the departmental reviews are met, it presents no significant issues.

According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. The proposed subdivision will result in an additional lot (unit) thus the applicant/owner is subject to a Park Exaction fee of \$2,700 and School Exaction fee of \$2,000 (please see the attached Exaction calculation sheets).

This subdivision is exempt from an affordable housing requirement pursuant to Section 7.4.2.D.10 - Exemptions which states “*the subdivision of a previously platted residential lot into no greater than two lots shall be exempt from the standards of this Division. Further, this exemption shall only be applied on a one-time basis.*”

FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan and Hillside Conditional Permit (CUP) for a lot of record with a cross-slope $\geq 10\%$.

2. ***Complies with Section 8.5.3.*** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ALIGNMENT WITH COUNCIL’S STRATEGIC INTENT

Staff finds that the proposed project is consistent with the Council’s Strategic Intent in that it is consistent with neighborhood character, is sensitive to the surrounding environment, and provides for potential housing within Town limits.

ATTACHMENTS

Applicant Submittal
Park and School Exactions
Departmental Reviews

FISCAL IMPACT

Park Exaction - \$2,700
School Exaction - \$2,000

STAFF IMPACT

Staff time to complete review approximately 2 hours.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for the Ferrin Twelfth Addition to the Town of Jackson, containing two single-family residential lots on 0.75 acres addressed as 831 Upper Cache Creek Drive, subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-081, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Final Plat for the Ferrin Twelfth Addition to the Town of Jackson for the property addressed at 831 Upper Cache Creek Drive subject to the departmental reviews attached hereto and the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☒ Building
- ☐ Title Company
- ☒ Town Attorney
- ☒ Police

Joint Town/County

- ☒ Parks and Recreation
- ☒ Pathways
- ☒ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☒ Surveyor-
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee
- ☒ Title

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: March 19, 2018</p> <hr/> <p>Item #: P18-081</p> <hr/> <p>Planner: Brendan Conboy</p> <p>Phone: 733-0440 ext. 1302</p> <p>Fax: 734-3563</p> <p>Email: bconboy@jacksonwy.gov</p> <hr/> <p>Owner: Ben Read & Anne Louise Fletcher Read PO Box 1929 Jackson, WY 83001</p> <p>Applicant: On Sight Land Surveyors Todd Cedarholm PO Box 12290 Jackson, WY 83002</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for a Subdivision Plat for the property located at 831 Upper Cache Creek Drive, legally known as, LOT 401, FERRIN 4TH ADDITION</p> <p>For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.</p>
<p>Please respond by: March 30, 2018 (Sufficiency) April 6, 2018 (with Comments)</p>	

RESPONSE: For Departments not using Trak-it, please send responses via email to: tstolte@jacksonwy.gov



Todd Cedarholm, PLS

March 14, 2018

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001

BY HAND DELIVERY

RE: Final Plat Application/Ferrin Twelfth Addition

Dear Tyler:

On behalf of Ben & Anne Read, we are submitting a Planning Permit Application for the Final Plat for the two-lot subdivision of Lot 401 of the Ferrin Fourth Addition at 831 Upper Cache Creek Drive (P16-067 & P16-068). Please find attached the following:

- Planning Permit Application with \$1,000 Fee
- Final Plat Application checklist
- Letter of Authorization
- Current Title Report
- Proof of Publication for Notice of Intent to Subdivide
- Draft Warranty Deeds for Lot 80 & 81 Ferrin Twelfth Addition
- One copy of Final Plat as listed in said checklist

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Ziegler", with a stylized flourish at the end.

Jennifer Ziegler

attachments



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Ferrin Twelfth Addition/Subdivision of Lot 401 Ferrin Fourth Addition
Physical Address: 831 Upper Cache Creek Drive, Jackson , WY
Lot, Subdivision: 401 Ferrin Fourth Addition PIDN: 22-41-16-34-4-07-002

OWNER.

Name: Ben Read & Anne Louise Fletcher Read Phone: (307) 690-0486
Mailing Address: P.O. Box 1929, Jackson, WY ZIP: 83001
E-mail: bhread22@gmail.com

APPLICANT/AGENT.

Name: Todd Cedarholm/On Sight Land Surveyors, Inc. Phone: (307) 734-6131
Mailing Address: P.O. Box 12290, Jackson, WY ZIP: 83002
E-mail: todd@onsightsurvey.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

____ Basic Use
____ Conditional Use
____ Special Use

Physical Development

____ Sketch Plan
____ Development Plan

Interpretations

____ Formal Interpretation
____ Zoning Compliance Verification

Relief from the LDRs

____ Administrative Adjustment
____ Variance
____ Beneficial Use Determination
____ Appeal of an Admin. Decision

Development Option/Subdivision

____ Development Option Plan
☒ Subdivision Plat
____ Boundary Adjustment (replat)
____ Boundary Adjustment (no plat)

Amendments to the LDRs

____ LDR Text Amendment
____ Zoning Map Amendment
____ Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. If this application is amending a previous approval, indicate the original permit number.*

Pre-application Conference #:	<u>P15-012</u>	Environmental Analysis #:	<u>--</u>
Original Permit #:	<u>P16-067/068</u>	Date of Neighborhood Meeting:	<u>--</u>

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

Note: *Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.*

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

Signature of Owner or Authorized Applicant/Agent

TODD CEDAR HOLM

Name Printed

Date

3-14-2018
PRESIDENT, OSL, INC.

Title



**Application Submittal Checklist for a
SUBDIVISION PLAT (S/D)
Planning & Building Department
Planning Division**

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

APPLICABILITY. *This checklist should be used when submitting an application for a Subdivision Plat or when submitting an application to amend an existing subdivision plat. The purpose of the subdivision plat procedure is to ensure that the subdivision of land and airspace complies with the purpose and standards of the LDRs and State statute. The subdivision plat process also ensures orderly land records, proper recordation of land ownership and property owner association records, and provision of rights-of-way for streets and utilities.*

When is a Subdivision Plat required?

A subdivision plat is required for all division of land or airspace, including condominium and townhouse subdivisions, unless the division meets the standards for an Exempt Land Division (see Section 8.5.4) or a Boundary Adjustment (see Section 8.5.5). Development options that require a subdivision plat are identified in the standards for each zone, found in Articles 2-4, Subsection D.4, Permit Requirement Thresholds.

Do I need a Pre-Application Conference first?

A Pre-Application Conference is not required prior to submittal, but an applicant may request a pre-application meeting to discuss the requirements and applicable regulations with Planning Staff. This is encouraged for applicants who are unfamiliar with the regulations and the planning process. If a Pre-Application Conference is held, this checklist may be modified by staff to reflect the specifics of your project.

Note: *The form and content of a subdivision plat is established by Wyoming state statute and the LDRs, and review of a subdivision plat is a technical review. Strict adherence to the standards and submittal requirements outlined in this checklist is required.*

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in Section 8.5.3, Subdivision Plat.*

A plat shall be approved upon a finding the proposed plat:

1. Is in substantial conformance with an approved development plan or development option plan;
2. Complies with the standards of this Section.
3. Complies with the subdivision standards of Div. 7.2.; and
4. Complies with all other relevant standards of these LDRs and other Town Ordinances.

GENERAL INFORMATION.

X **Title Report.** A title report or title certificate prepared within the last six months that includes evidence of all easements and deed restrictions on the property and for access and utilities across any properties not under the control of the owner or applicant to the development from a dedicated public road. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review. Applications for amendment of a Subdivision Plat may be exempt from the requirement to include a title report, depending on circumstances. Check with the Planning Department for confirmation.

INITIAL SUBMITTAL.

The initial application submittal for a new subdivision plat or amendment to a subdivision plat which constitutes a vacation requiring a new plat map shall include the following:

- ☒ **Plat Map.** One copy of the proposed subdivision plat map, prepared to the standards outlined in the Administrative Manual. The initial plat map submittal shall be on paper, rather than mylar. The applicant may be required to submit additional hard copies of the plat if requested by the Technical Review Committee.
- ☒ **Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- ☒ **N.A. Subdivision Improvements Agreement.** If applicable, the proposed Subdivision Improvements agreement, prepared in the form established in the Administrative Manual.
- ☒ **Documents to be Recorded.** Copies of any documents to be recorded with the subdivision plat, in draft form, including, but not limited to: affidavits of owner, mortgagee, or surveyor; covenants, conditions and restrictions (CC&Rs); conservation easements, well easements, access easements, etc.

The initial application submittal for an amendment to a subdivision plat where no new plat map is required shall include the following:

- ☐ **Request.** A narrative explanation of the proposed vacation, including the plat number, sheet number, and reason for the proposed request.
- ☐ **Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- ☐ **Instrument.** A draft partial vacation instrument, based on the form provided in the Administrative Manual, to be recorded to document the approval.
- ☐ **Documents or Exhibits to be Recorded.** Draft copies of any other documents or exhibits to be recorded with the partial vacation instrument, including, but not limited to, building envelope maps, easements, etc.

PRE-HEARING PACKET SUBMITTAL. *The following shall be delivered to the Planning Department no later than 9:00am the business day before the Town Council packets go out for the scheduled public hearing on the proposed subdivision plat or amendment:*

- ☐ **Plat Map.** Six (6) 11x17 copies of the plat map and a letter from the surveyor identifying all corrections requested in the Departmental Reviews, for the Town Council packets. The map should be printed on paper, not mylar.

HEARING SUBMITTAL. *The following shall be delivered to the Planning Department no later than 9:00am the business day before the scheduled public hearing:*

- ☐ **Mylar Plat Map.** The original mylar, fully signed and notarized, apart from the final signature required by the Town Council.
- ☐ **Original Documents.** Signed and notarized original documents to be recorded with the plat.

PRIOR TO RECORDING. *Prior to recording of the plat and associated documents with the County Clerk, the following must be provided to the Planning Department:*

- ☐ **Survey in digital format.** An Autocad compatible DXF or DWG file must be provided for all subdivision plats and maps of survey. The DXF or DWG file must include all boundary, lot, unit and easement lines of the subdivision or survey.
- ☐ **Payment of Fees.** Payment of all fees associated with plat review, including technical review fees, neighbor notice fees, exactions, and/or required performance bonds or other financial assurances.

LETTER OF AUTHORIZATION

Benjamin H. Read, "Owner" whose address is: _____

PO Box 1929, Jackson WY 83001 Property at 831 Upper Cache Creek Drive, Town of Jackson

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Benjamin H. and Anne Louise Fletcher Read, as the owner of property

more specifically legally described as: Lot 401 Ferrin Addition 4th Filing Plat 903

(If too lengthy, attach description)

HEREBY AUTHORIZES Todd Cedarholm PLS, On Sight Land Surveyors, Inc. Jackson, WY as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

Benjamin H. Read

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: property owner

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)

)SS.

COUNTY OF Teton)

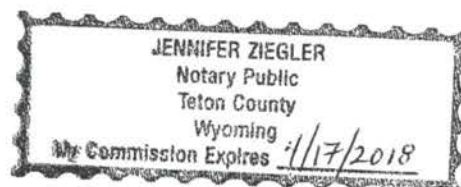
The foregoing instrument was acknowledged before me by Benjamin Read this 4TH day of January, 2015.

WITNESS my hand and official seal.

Jennifer J. [Signature]
(Notary Public)

My commission expires: 4/17/2018

(Seal)



WARRANTY DEED

Benjamin H. Read, a married man, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Benjamin H. Read and Anne Louise Fletcher Read, husband and wife as tenants by the entireties, GRANTEES, whose address is Post Office Box 903, Wilson, Wyoming 83014, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 401 of the Ferrin Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded May 23, 1997 as Plat No. 903.

PIN #22-41-16-34-4-07-002

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS my hand this 22 day of February, 2008.

GRANTOR: READ, BENJAMIN H
GRANTEE: READ, BENJAMIN H ET UX
Doc #723619 bk 691 pg 636-636 Filed At 14:29 ON 02/22/08
Sherry L. Daigle Teton County Clerk fees: 8.00
By Mary Smith Deputy

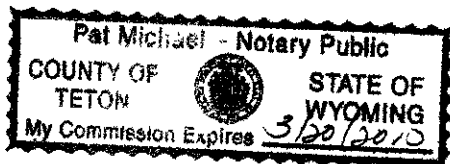
Benjamin H. Read
Benjamin H. Read

STATE OF WYOMING)
COUNTY OF TETON)

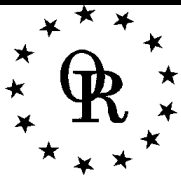
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INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

The foregoing instrument was acknowledged before me this 22nd day of February, 2008 by Benjamin H. Read.

WITNESS my hand and official seal.



Pat Michael
Notary Public
My Commission Expires: 3/20/2010



Guarantee

SG 08010145

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Field TCONAMA Not found

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

1. Name of Assured: On Sight Land Surveyors
2. Date of Guarantee: 01/03/2018 at 8:00 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple
4. Title to said or estate or interest at the Date hereof is vested in:

Benjamin H. Read and Anne Louise Fletcher Read, husband and wife subject to that Transfer on Death Deed recorded 12/19/13 at Book 860 of Photo, Pages 1123-1124, records of Teton County, Wyoming.

5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

Lot 401 of the Ferrin Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 23, 1997 as Plat Number 903.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements (including but not limited to, utility easements), encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 903 and 401, records of Teton County, Wyoming.
2. Easement, including the terms and conditions contained therein:
Granted By: B. P. Ferrin
Granted To: Mountain States Telephone and Telegraph
For: Construction, operation and maintenance of communication facilities.
Recording Information: Book 10 of Mixed Records, Page 283
3. Easement, including terms and conditions contained therein:
Granted By: William T. McIntosh, Jr. and Rosemary W. McIntosh
Granted To: Lower Valley Power and Light, Inc.
For: Construction, operation and maintenance of electric lines and other incidental purposes
Recording Information: Book 43 of Photo, Page 515



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2017 Tax Status	2018 Tax Status
OJ-004868	1st Half in the Amount of \$3,849.74 is PAID	Accruing lien not yet due or payable
	2nd Half in the Amount of \$3,849.74 is PAID	

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10;
second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-34-4-07-002

FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

Jackson Hole Title & Escrow
255 Buffalo Way/PO Box 921
Jackson, WY 83001
Phone: (307)733-3153 / Fax: (307)733-9534

PR: AFFGRP

Ofc: 413 (12514)

Invoice

To: On Sight Land Surveyors, Inc.
P.O. Box 12290
Jackson, WY 83002

Invoice No.: 12514 - 4137446

Date: 01/10/2018

Our File No.: 665659JAC

Title Officer: Molly Thorn

Escrow Officer:

Customer ID: 575780

Attention: Todd Cedarholm

Liability Amounts

Owners:

Lenders:

RE: Your Ref.: Read FROG - 831 Upper Cache Creek Drive
Property:
831 Upper Cache Creek Drive, Jackson, WY 83001

Buyers:

Sellers: Benjamin H. Read, Louise Fletcher Read

Description of Charge	Invoice Amount
Guarantee- Full Record Owner Guarantee	\$250.00

INVOICE TOTAL \$250.00

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*

Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on February 21, 2018

Subscribed in my presence and sworn to before me this
1 Day of March, 2018.



Fee for publication \$ 74.64 Charge to the following:

Account No: 18490 Name: On Sight Land Surveyors

Address: PO Box 12290 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, as amended, that Benjamin H. Read and Anne Louise Fletcher intend to apply for a permit to subdivide property in the Town of Jackson, Teton County. The proposed subdivision is a re-platting of Lot 401 of the Ferrin Addition 4th Filing Plat No. 903, to create two lots. The project is located at 831 Upper Cache Creek Drive on 0.75 acres within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, T41N, R116W, 6th PM.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

Publish: 02/21, 02/28/18

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 80 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00__;

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions.

WITNESS our hands this ____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 81 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00__;

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions;

BUT RESERVING TO THE GRANTORS a 30-foot wide access and utility easement across the property being conveyed hereby as shown on said Plat.

WITNESS our hands this ____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

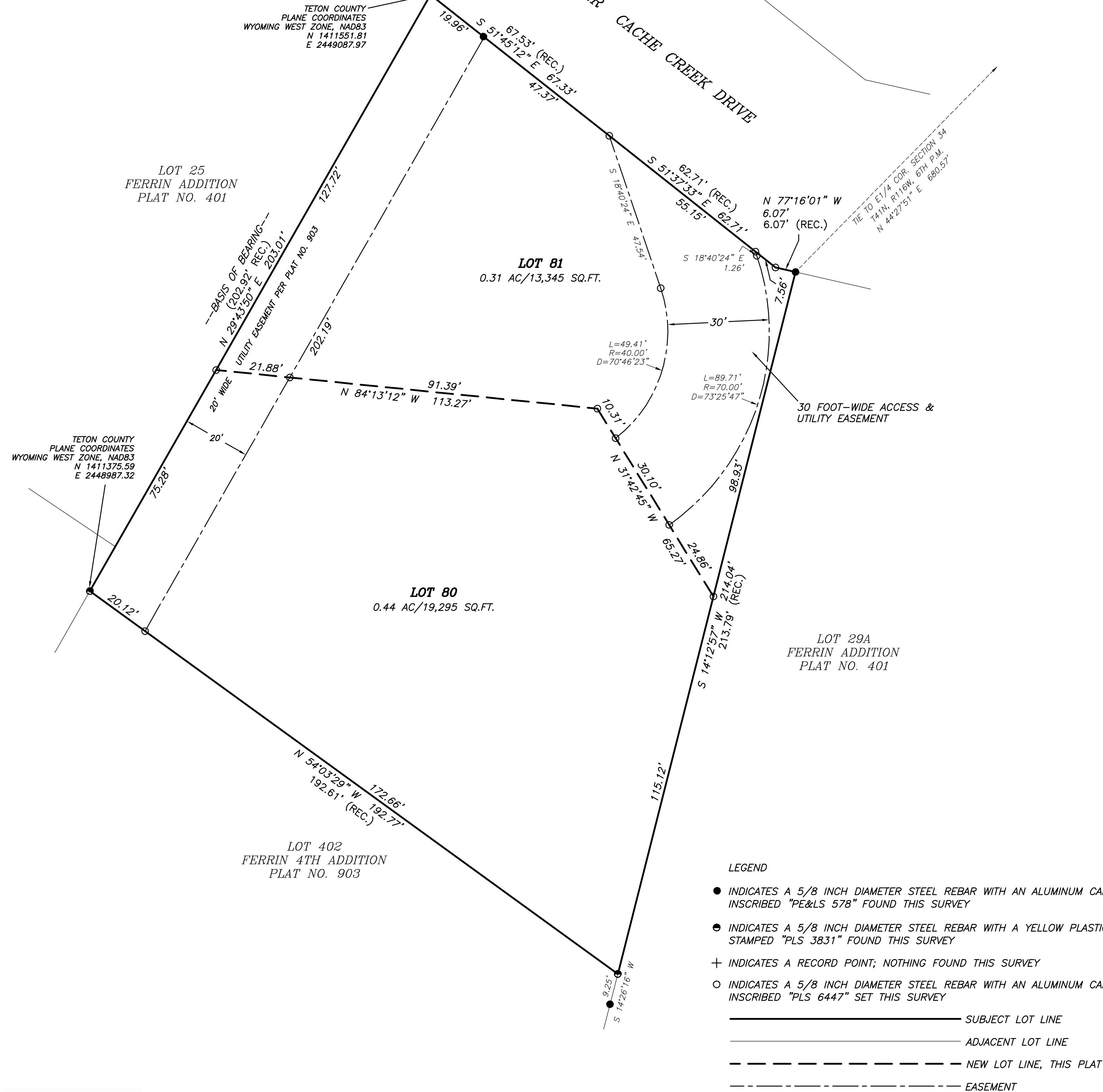
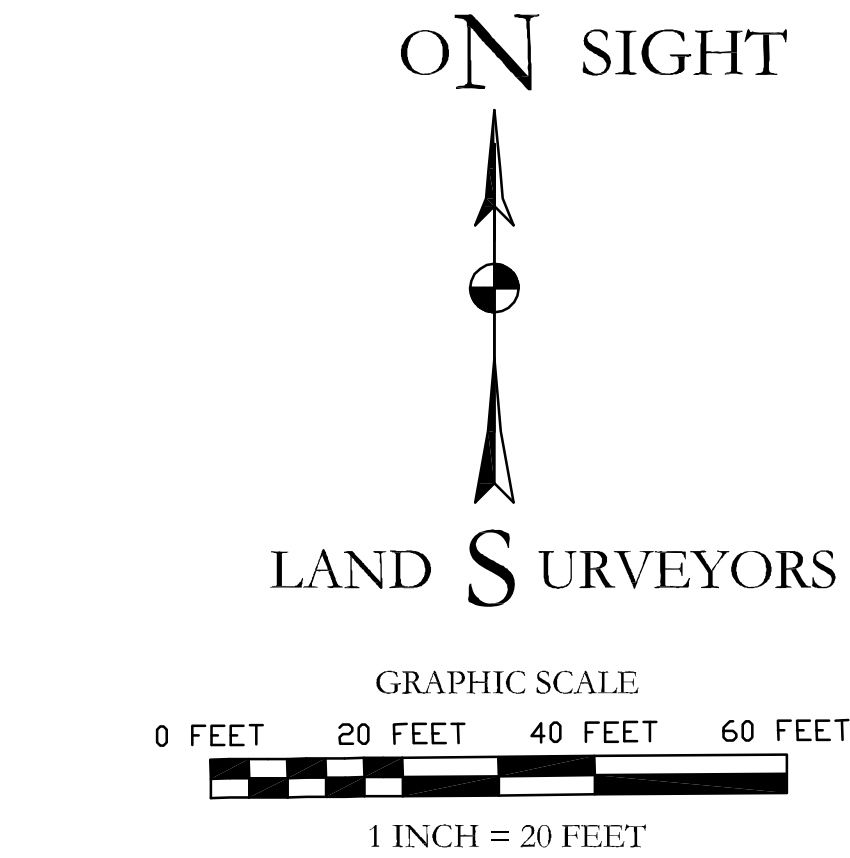
On this ____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____



On Sight
LAND SURVEYORS, INC.

155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) ss.
Town of Jackson)

The undersigned owners hereby certify that the foregoing subdivision of Lot 401 of the Ferrin Fourth Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat No. 903, and located within the NE1/4SE1/4 Section 34, T41N, R116W, 6th P.M., as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desires of the undersigned owners and proprietors of the described lands;

that the name of the subdivision shall be FERRIN TWELFTH ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations and building requirements as delineated on the Ferrin Fourth Addition to the Town of Jackson recorded as Plat No. 903, on file in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to that Easement granted to Mountain States Telephone and Telegraph for construction, operation and maintenance of communication facilities, appearing of record in Book 10 of Mixed Records, Page 283, records of Teton County, Wyoming;

that this subdivision is subject to that Easement granted to Lower Valley Power and Light, Inc. for construction, operation and maintenance of electric lines and other incidental purposes, appearing of record in Book 43 of Photo, Page 515, records of Teton County, Wyoming;

that this subdivision is subject to that 20 foot-wide utility easement as shown on said Plat No. 903;

that Lot 81 is subject to that 30 foot-wide access and utility easement to benefit Lot 80 as shown hereon;

that access to this subdivision is from Upper Cache Creek Drive, a public road serving this subdivision;

that access across this subdivision is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

that Lot 401 of the Ferrin Fourth Addition to the Town of Jackson is hereby vacated, being reconfigured as FERRIN TWELFTH ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34-12-110, Wyoming Statutes, the Teton County Clerk is respectfully requested to write "vacated" across Lot 401 of the Ferrin Fourth Addition to the Town of Jackson recorded in said Office as Plat No. 903.

Benjamin H. Read, husband Anne Louise Fletcher Read, wife

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Benjamin H. Read and Anne Louise Fletcher Read, husband and wife, this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton) ss.
Town of Jackson)

I, Todd Cedarholm of Jackson, Wyoming, hereby certify that this plat was prepared from data obtained during a survey performed by me and others under my supervision during November, 2015, and from records available in the Office of the Clerk of Teton County, Wyoming, that it correctly represents FERRIN TWELFTH ADDITION TO THE TOWN OF JACKSON being further described as follows:

Lot 401 of Ferrin Fourth Addition to the Town of Jackson, Plat No. 903;

ENCOMPASSING 0.75 acres, more or less;

that a search of the records of the Wyoming State Engineer's Office indicates that there are no surface water rights appurtenant to the lands included in this subdivision;

that the BASE BEARING is N 29°43'50" E along the westerly line of the subject property in accordance with said Plat No. 903;

that all corners will be monumented as shown hereon by November 30, 2018.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

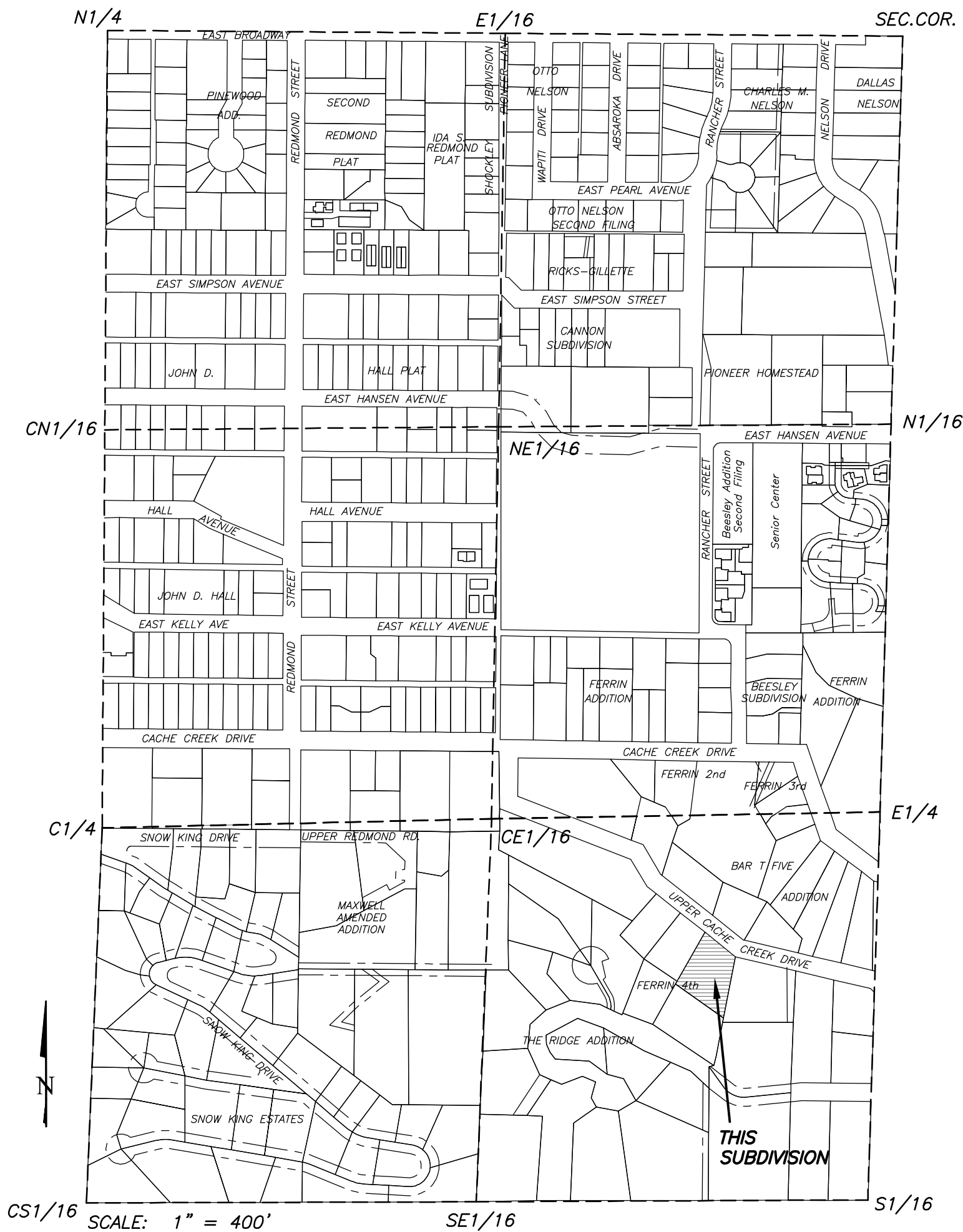
The foregoing instrument was acknowledged before me by Todd Cedarholm this day of _____, 2015.

Witness my hand and official seal.

Notary Public My commission expires:

VICINITY MAP

SHOWING PART OF
E1/2 SECTION 34
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON

UPPER CACHE CREEK DRIVE IS A PUBLIC ROAD

PUBLIC MAINTENANCE OF UPPER CACHE CREEK DRIVE

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

FINAL PLAT
FERRIN TWELFTH ADDITION
TO THE TOWN OF JACKSON
BEING IDENTICAL WITH
LOT 401 FERRIN FOURTH ADDITION TO THE
TOWN OF JACKSON
PLAT NO. 903
LOCATED WITHIN
NE1/4SE1/4 SECTION 34
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

TOWN OF JACKSON
P.O. Box 1687
Jackson, WY 83001
307.733.0440

RECEIPT

Paid By:	On Sight Land Surveyors	Applicant:
Project Type:	FINAL PLAT	

Project Number:	P18-081	Site Address:	831 UPPER CACHE CREEK DRIVE
Receipt Number:	8487		JACKSON WY 83001
Paid Date:	3/19/2018	Description:	
Payment Method:	CHECK		
Check No:	15521		

FEES

PLATTING	1,000.00
----------	----------

FEE TOTAL	1,000.00
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TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

TOTAL PROJECTED POPULATION	X	<u>9 ACRES</u> 1000 RESIDENTS	=	_____ REQUIRED ACRES
-------------------------------	---	----------------------------------	---	-------------------------

6. CALCULATE CASH-IN-LIEU:

_____ REQUIRED ACRES	X	\$100,000 (VALUE OF LAND)	=	\$ _____ CASH- IN-LIEU
----------------------	---	------------------------------	---	---------------------------

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		_____		_____
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{\text{LAND DEDICATION}}{\text{STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{\text{CASH-IN-LIEU}}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

PLANNING

Project Number	P18-081	Applied	3/16/2018	STOL
Project Name	Final Plat - 831 Upper Cache Creek	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	On Sight Land Surveyors	Owner	READ, BENJAMIN H. & ANNE LOUIS
------------------	-------------------------	--------------	--------------------------------

Site Address	City	State	Zip
831 UPPER CACHE CREEK DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
FERRIN 4TH	22411634407002	

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Building		3/19/2018	4/6/2018		
Jim Green					
.....					
Fire		3/19/2018	4/6/2018		
Kathy Clay					
.....					
Legal		3/19/2018	4/6/2018		
A Cohen-Davis					
.....					
Parks and Rec	NO COMMENT	3/19/2018	4/6/2018		
Steve Ashworth					
.....					
Pathways	NO COMMENT	3/19/2018	4/6/2018		
Brian Schilling					
.....					
Planning	APPROVED	3/19/2018	4/6/2018	5/8/2018	See Staff Report P18-081
Brendan Conboy					
.....					
Plat Review-Survey	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/26/2018	ja@jorgensenassociates.com
<none>					
(4/26/2018 9:29 AM STOL)					
see attachment					
.....					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Title <none> (4/26/2018 9:26 AM STOL) see attachement	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/26/2018	mtlougan@jhtitle.com
Police Todd Smith (3/21/2018 3:14 PM STOL) No concerns from the JPD.	APPROVED	3/19/2018	4/6/2018	3/21/2018	
Thanks, Todd					
Public Works Brian Lenz (4/18/2018 8:57 PM BTL) Final Plat Comments-Approved with Conditions	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/18/2018	
P18-081 On-Sight Land Surveyors, Todd Cedarholm; for Ben and Anne Read 831 Upper Cache Creek Drive					
April 18, 2018 Brian Lenz, 307 733-3079					
Prior to APPROVAL:					
• The signature lines should be added on the certificate of approval.					
Per the pre-application plan review of P15-012 by Jeremy Parker February 6, 2015: Please be advised that the proposed utility easement does not appear to extend far enough east to include the location of the existing potable water service to the existing residence. The curbstop for the water service is located near the northeast property corner. It is recommended that the proposed utility easement be carried east to the existing property line. Additionally, it is possible that the existing sewer service may not be located fully within the proposed easement. Prior to final platting of the lot division, locations of the existing water, sanitary sewer, and all other utility connections must be confirmed and located within the "utility easement".					
Provide documentation that the existing utilities are within the easement, or provide language on the plat providing easements for the existing utilities that are outside the proposed 30-foot wide access and utility easement.					
Per LDRs 8.5.3, a plat shall not include notes designating zoning district					
Prior to recording the plat, a digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.					
START Darren Bruggmann	NO COMMENT	3/19/2018	4/6/2018		
TC Housing Authority Stacy Stoker	NO COMMENT	3/19/2018	4/6/2018		



April 23, 2018

Town of Jackson Planning & Building Department
P.O. Box 1687

Attn: Tiffany Stolte and Brendan Conboy

Re: Ferrin 12th Addition, 831 Upper Cache Creek Drive
Plat Review

Dear Tiffany and Brendan,

I have reviewed the plat submitted with the above-referenced subdivision application. I find only one error as noted below:

1. The zoning district is identified on the plat, and according to the town regulation 8.5.3 D 3b "A plat shall not include notes designating zoning district". Therefore, surveyor should remove that reference.

This review of submitted information is for general compliance with the Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of the materials in the application has been made.
Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469
Jorgensen Associates, P.C.

Cc: On Sight Land Surveyors, Inc.



JACKSON HOLE

TITLE & ESCROW

PLAT REVIEW

Name of Proposed Plat: Ferrin Twelfth Addition to the Town of Jackson

Former Legal Description: Lot 401 Ferrin Fourth Addition to the Town of Jackson,
Plat No. 903

Title Report Completed on: January 3, 2018; updated April 17, 2018

TITLE:

Vesting: Benjamin H. Read and Anne Louise Fletcher Read

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☒ Yes ☐ No

If title is vested in non-natural entities, have copies of corporation / trust / llc /
partnership documents been reviewed? N/A

ACCESS:

Legal: ☒ Yes ☐ No

Physical: ☒ Yes ☐ No

Legal access provided via Upper Cache Creek Drive and easement across Lot 81
to benefit Lot 80 set forth on the proposed plat, though there is no "grant"
included, see Comment #1

LOTS/UNITS:

Are lots/units progressively numbered? ☒ Yes ☐ No ☐ N/A

Lots 80 and 81

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☒ Yes ☐ No ☐ N/A

STREETS:

Are streets ☐ dedicated to the public OR ☐ private, with rights of way granted to each
lot owner? ☒ N/A (no street is included within the plat boundary)

EASEMENTS/ENCUMBRANCES:

Are all easements/encumbrances shown on Title Report listed on the plat?

☒ Yes ☐ No ☐ N/A

Jackson Hole Title & Escrow Company
Plat Review
Page 2

CERTIFICATES: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is Owner's Certificate executed by the correct party?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Surveyor's Certificate	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Mortgagee's Certificate (WS 34-12-102) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No

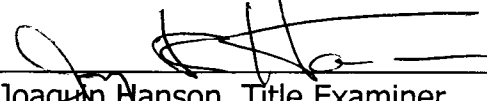
REQUIREMENTS:

None

COMMENTS:

- 1) We would recommend a separate document be recorded granting an easement to Lot 80 across Lot 81 and setting forth the rights, duties, and obligations of each party.
- 2) See comments on the proposed deeds attached hereto.

Signed by:



Joaquin Hanson, Title Examiner
Date: 4 24 2018

Why?

Fletcher

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletcher Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletcher Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 80 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00; New PIN

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions.

WITNESS our hands this ____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletcher Read

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletcher Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public
My commission expires: _____

Fletcher

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 81 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; ~~PIN 22-41-16-34-4-07-00~~; *New PIN*

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions;

BUT RESERVING TO THE GRANTORS a 30-foot wide access and utility easement across the property being conveyed hereby as shown on said Plat.

erty being conveyed hereby as shown on said Plat.
For the benefit of Wt 80

NON-MERGE?

WITNESS our hands this day of , 2018.

Benjamin H. Read

Anne Louise Fletch Read

[illegible]

On this ____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 14, 2018
MEETING DATE: JUNE 18, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE, SENIOR PLANNER

SUBJECT: **ITEM P18-169:** A REQUEST FOR APPROVAL OF A PARTIAL VACATION OF PLAT TO CORRECT AND CLARIFY THE LEGAL DESCRIPTION ON THE PLAT FOR LOT 1, BLOCK 3, ASPEN HILL LOTS ADDITION TO THE TOWN OF JACKSON.

APPLICANT: NEW WEST BUILDING COMPANY – MICHAEL ADAMS

OWNER: PANGA, LLC

STATEMENT/PURPOSE

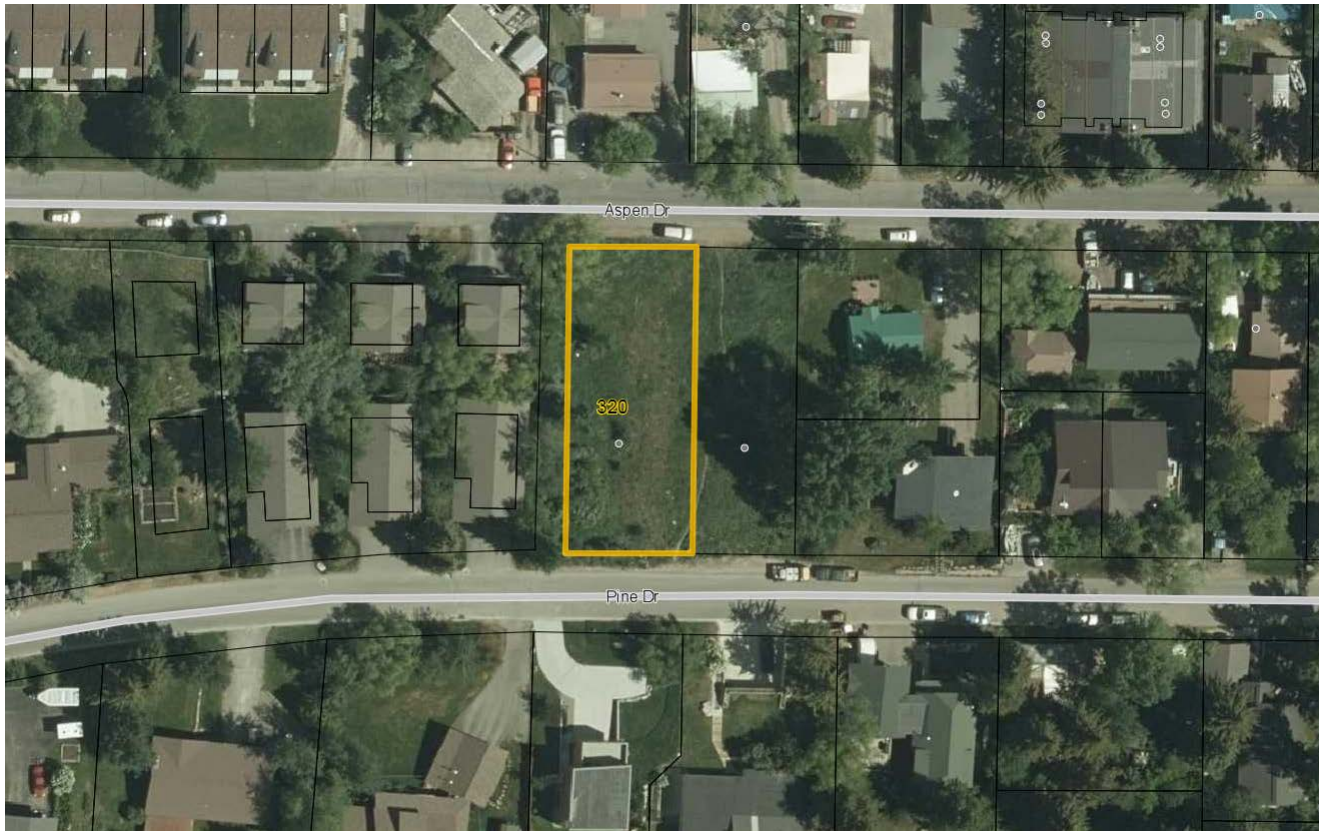
The applicant is requesting a Partial Vacation of Plat, pursuant to LDR Section 8.2.13.C.2., to correct and clarify the legal description on Lot 1, Block 3, Aspen Hill Lots Addition to the Town of Jackson. Specifically the applicant seeks to remedy a land ownership dispute by incorporating a 'Gore' of land into the legal description for the property addressed at 320 Aspen Drive. The 'Gore' of land currently is not included with Lot 1 in both the legal description and the GIS map but after further investigation and legal ruling by the Ninth District Court, the 'Gore' belongs to the owner of 320 Aspen Drive and should have always been part of Lot 1.

APPLICABLE REGULATIONS

LDR Section 8.2.13.C. Subdivision Plat Amendment

LOCATION

The property is located at 320 Aspen Drive and legally described as Lot 1, Block 3, Aspen Hill Lot Addition to the Town of Jackson. An aerial photo of the parcel and immediate neighborhood is shown below:



BACKGROUND / PROJECT DESCRIPTION

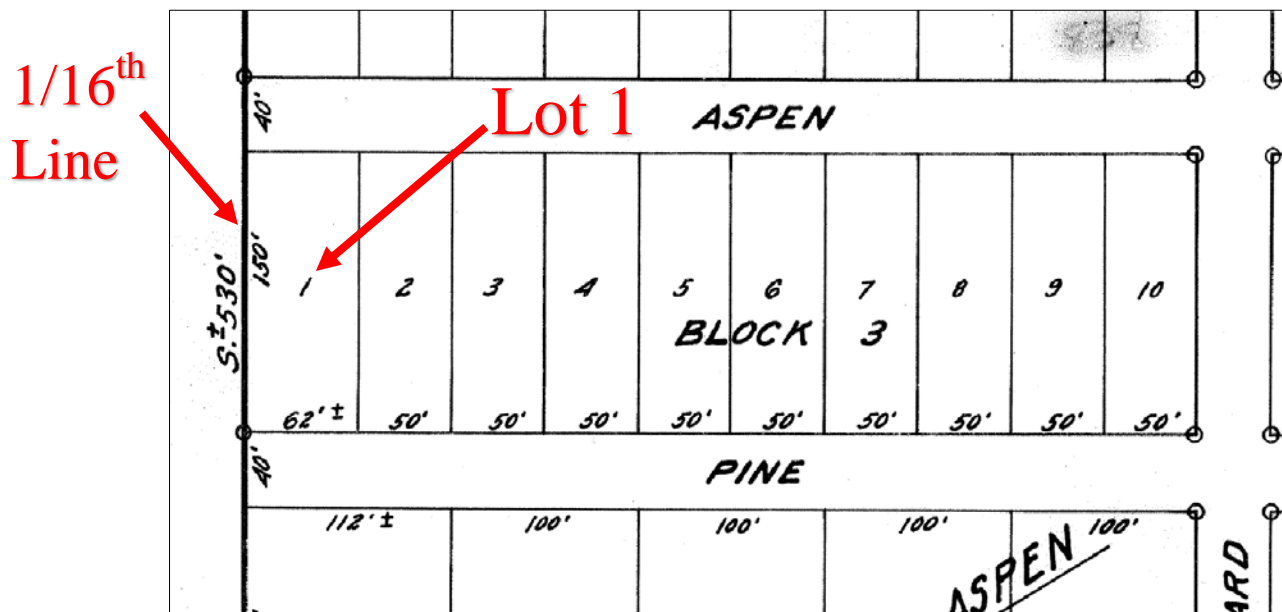
The following terminology is useful for this request:

1. A 'Gore' of land, or a gap, refers to portions of land areas that do not conform to the boundaries found in land surveys based upon imprecise measurements and other ambiguities of metes and bounds.
2. A '1/16 Line' is a boundary line of a particular surveyed piece of land, typically a large area that is later subdivided into smaller lots

The subject lot is Lot 1 of Block 3 of the Aspen Hill Lots Addition to the Town of Jackson which was subdivided in 1941 (Plat 124 attached). A screenshot of Block 3 is provided below. As shown Lot 1 has dimensions of 150' deep by 62+/- wide. It is clear that Lot 1 abuts up against the 1/16th line which assumingly is the western boundary for the Aspen Hill Lots subdivision. So in other words the western property line of Lot 1, or the 1/16th line, should abut right up against the subdivision to the west, the Green Mountain Addition to the Town of Jackson. But when one looks at the GIS you notice that a "Gore" of land is wedged between the two subdivisions and doesn't appear to be associated with any particular lot. The 'Gore' is just over 2,000 sf in size. The justification for this irregularity is when Lot 1 was originally surveyed, it was given a width of 62'+/- and the '+/-' typically means that a measurement is off by a margin, in this case it happens to be off by over 12'. Since the legal description and GIS appear to not include this 'Gore' of land with Lot 1, the owner of lot 1 cannot benefit from that additional land from a land development standpoint.

The previous landowners, the Craigheads, pursued this matter via District Court of the Ninth Judicial District (attached) and the court ruled that the land in question did in fact always belong to the owner and should be part of Lot 1. The owner then filed an Order Quietening Title with the County Clerk but the GIS and legal description have never reflected the ruling or Quiet Title. Now the new owners, Panga LLC, are seeking to resolve the matter once and for all through a partial vacation without replat. The proposed change to the plat would be to correct the northern width of Lot 1 to 76.76' and the southern width of Lot 1 to 78.57'.

Screenshot of Lot 1 of Block 3 Aspen Hill Lots Subdivision:



'Gore' can be seen between the Green Mountain Subdivision (west) and Aspen Hill Lots subdivision (east)



STAFF ANALYSIS

The Aspen Hill Lots is a recorded plat that may be amended through the vacation process as authorized by state statutes. Any vacation or amendment to this recorded plat is also subject to the standards of LDR Section 8.2.13.C. Subdivision Plat Amendment. Since the applicant is requesting a partial vacation of certain plat notes or in this case clarification of the correct widths, the request must meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met:

- a) an instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an affidavit to be recorded along with the County Clerk which clarifies the width of Lot 1. In addition, the court ruling and order quieting title have determined that no rights and privileges are destroyed or abridged. Finally, this item will be acknowledged by the Town Council on June 18, 2018.

- b) if approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant will be required to record all instruments with the County Clerk subsequent to Town Council acknowledgment.

- c) building envelope vacation does not apply; and*

Complies. Not applicable.

- d) lot combination is not applicable.*

Complies. Not applicable.

Staff had met with several parties prior to this application to determine the correct course of action to remedy the situation. Town Staff, including Town Attorney, Town Engineer and Planning, met with the County Surveyor, Rich Greenwood (Greenwood Mapping), Matt Kim-Miller from Holland & Hart, New West Building Co. and Wyoming Title and Escrow. It was determined that the course of action required to remedy the situation was a partial vacation without replat. Staff confirms that the Applicant's request for a partial vacation without replat meets the required standards and findings as outlined above. The required instrument for the Partial Vacation of Plat, Boundary Resolution of Lot 1 of Block 3 Aspen Hill Lots Addition to the Town of Jackson is attached.

ATTACHMENTS

Applicant Submittal
Partial Vacation of Plat Affidavit
Plat 124
Quiet Title

FISCAL IMPACT

None identified.

STAFF IMPACT

This request required a typical amount of staff time including meetings to determine the necessary process to

remedy the boundary discrepancy.

LEGAL REVIEW

Complete.

STAFF RECOMMENDATION/ CONDITIONS OF APPROVAL

The Planning Director recommends that Town Council approve the Partial Vacation of Plat for Lot 1 of Block 3 of the Aspen Hill Lots Addition to the Town of Jackson as proposed pending any questions and/or concerns by members of Council.

SUGGESTED MOTION

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, I move to **approve** the Partial Vacation of Plat, Correcting and Clarifying the width Lot 1 of Block 3 of the Aspen Hill Lots Addition to the Town of Jackson.



new west
building company

265 West Broadway
Jackson, WY 83001
Po Box 13308
Jackson, WY 83002

DATE: May 24, 2018

TO: **Town of Jackson**
150 East Pearl Avenue
Jackson, Wyoming 83001

SUBJECT: **Planning Permit Application – Boundary Adjustment**

ADDRESS: 310 Aspen Drive
Jackson, Wyoming 83001

This form is to clear up the issue with the GORE piece of land and Lot 1, Block 3 of Aspen Hills Lot.

Please find the following items with this submittal:

1. (1) Planning Permit Application – Boundary Adjustment form
2. (1) Application Fee of \$450.00
3. (1) Letter of Authorization
4. (1) 11"x17" Plan Set showing the Existing and Final Site Plan
5. (1) Copy of the Surveyor's Narrative

Should you have any questions, please let me know.

Thank you!

Michael Adams

Project Manager

O: 307-203-2460

C: 714-514-7992

michael@newwestbc.com



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____

Check # _____

Credit Card _____

Cash _____

Application #s _____

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Owner _____ Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____ Basic Use

_____ Conditional Use

_____ Special Use

Physical Development

_____ Sketch Plan

_____ Development Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Development Option/Subdivision

_____ Development Option Plan

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

Amendments to the LDRs

_____ LDR Text Amendment

_____ Zoning Map Amendment

_____ Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

_____ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

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

_____ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

Note: *Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.*

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

Signature of Owner or Authorized Applicant/Agent

Date

Name Printed

Title

LETTER OF AUTHORIZATION

Panga LLC, "Owner" whose address is: PO Box 1905
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: 310 Aspen Drive, Jackson, WY 83001

(If too lengthy, attach description)

HEREBY AUTHORIZES New West Building Company (Michael Adams) as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) [Signature] (SIGNATURE OF CO-OWNER)

Title: Officer, PANGA, LLC.

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming

)

)SS.

COUNTY OF Teton

)

The foregoing instrument was acknowledged before me by Noah Stangor this 29 day of

December, 2007

WITNESS my hand and official seal.

[Signature]
(Notary Public)

My commission expires:

(Seal)





y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

May 4, 2018

Tyler Valentine
PO Box 1687 / 150 East Pearl Avenue
Jackson, WY 83001
tvalentine@jacksonwy.gov
(307) 733-0440

RE: 320 Aspen Drive Surveyor's Narrative

Dear Tyler,

The Following is a bulleted explanation of the boundary resolution of Lot 1, Block 3, Aspen Hill Subdivision:

- I, Mark Fellermann, am a Professional Land Surveyor with Wyoming registration number 16012
- I have reviewed the Aspen Hill Lots Subdivision Plat recorded in 1938 in the Office of the Clerk of Teton County, Wyoming as Plat No. 124
- The west line of Lot 1, Block 3 is shown on said plat to be the east 1/16 line of Section 33, T. 41 N., R. 116 W., 6th Principle Meridian
- The \pm distances shown on said plat indicate that said east 1/16 line was not established at the time the Aspen Hill Subdivision Plat was surveyed
- Subsequent surveys have established the 1/16 line
- The correct dimension of the north line of said Lot 1 is 76.76 feet
- The correct dimension of the south line of said Lot 1 is 78.57 feet
- The acreage of said Lot 1 is 0.27 acres
- My assertion of the dimensions of said lot are further supported by the judgement of Tim C. Day in the Order Quieting Title as recorded as Document No. 0936955 in the Teton County Clerk's Office

Please let me know if you have any questions or require further information.

Sincerely,

Mark Fellermann, PLS
Survey Department Manager
mark@y2consultants.com

**PARTIAL VACATION OF PLAT
BOUNDARY RESOLUTION OF LOT 1, BLOCK 3, ASPEN HILL SUBDIVISION**

WHEREAS, the Town of Jackson Council at a regular public meeting on June 5, 2018 considered a request by PANGA LLC, to amend and clarify certain notes on Plat No. 124, recorded in the Office of the Teton County Clerk in 1938; and

WHEREAS, having determined that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in said plat; and

WHEREAS, the partial vacation without replat was acknowledged by all affected parties and approved by the Town Council

WHEREAS, Mark Fellermann, a Professional Land Surveyor with Wyoming registration number 16012, surveyed the subject property and prepared a map showing said resolution to be recorded in the Teton County Clerk's Office.

NOW, THEREFORE, BE IT ACKNOWLEDGED that the Town of Jackson Council hereby requests the Teton County Clerk to make the appropriate annotations on Plat No. 124 referencing these partially vacated notes, corrections and clarifications as outlined below (1-6); and that the County Clerk also make reference on said plat to the volume and page in which this required instrument of partial vacation without replat is recorded:

1. The west line of Lot 1, Block 3 is shown on said plat to be the east 1/16 line of Section 33, T. 41 N., R. 116 W., 6th Principle Meridian
2. The ± distances shown on said plat indicate that said east 1/16 line was not established at the time the Aspen Hill Subdivision Plat was surveyed
3. Subsequent surveys have established the 1/16 line
4. The correct dimension of the north line of said Lot 1 is 76.76 feet
5. The correct dimension of the south line of said Lot 1 is 78.57 feet
6. The acreage of said Lot 1 is 0.27 acres
7. This boundary resolution is further supported by the judgement of Tim C. Day in the Order Quieting Title as recorded as Document No. 0936955 in the Teton County Clerk's Office.

FURTHER, all of the above is in accordance with the Town of Jackson Land Development Regulations, **Section 8.2.13 Amendments of Permits or Approvals**, paragraph **C.5 Subdivision Plat Amendment/Partial Vacation Without Replat**, and it is expressly permitted by said regulations.

OWNER ACKNOWLEDGEMENT:

Noa Staryk, Partner
PANGA, LLC

Peta Roubin, Partner
PANGA, LLC

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
on this ____ day of _____, 2018.

Notary Public

My commission expires

Witness my hand and official seal.

TOWN ACKNOWLEDGEMENT:

Pete Muldoon, Mayor
Town of Jackson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as
Mayor of the Town Council on this ____ day of _____, 2018.
Witness my hand and official seal.

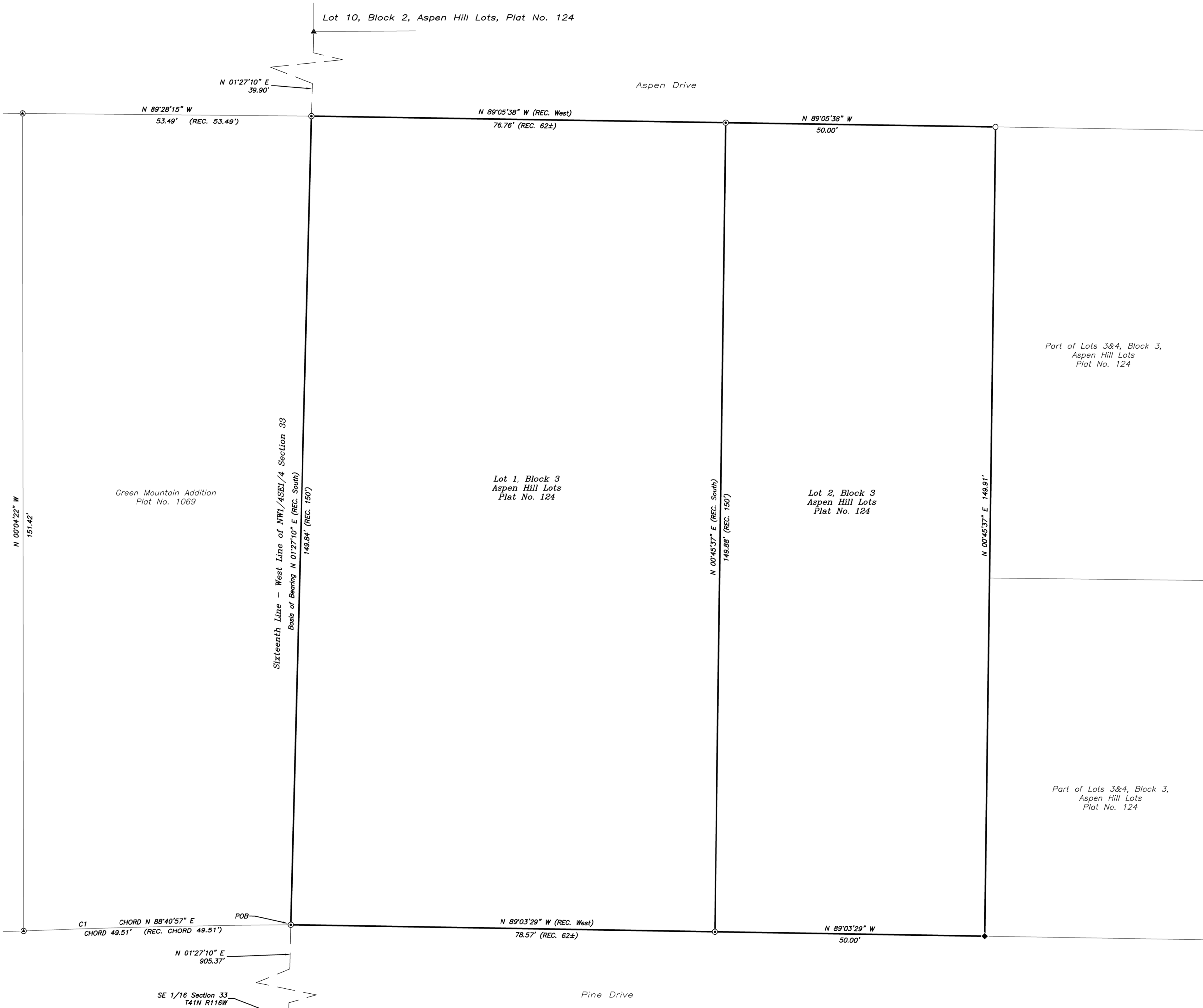
Notary Public

My commission expires

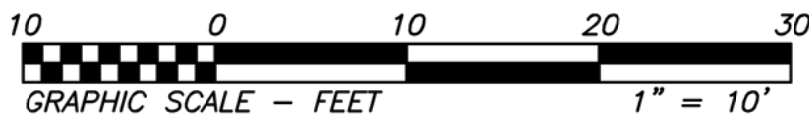
LEGEND

- ⊙ Indicates a 5/8" rebar with aluminum cap inscribed "PLS 6447" found this survey
- ◆ Indicates a steel T-stake with chrome cap inscribed "PE&LS 578" found this survey
- Indicates a 5/8" rebar with aluminum cap inscribed "PLS 3831" found this survey
- ⊙ Indicates a 5/8" rebar with aluminum cap inscribed "PLS 3831" set this survey
- Indicates an iron pipe with iron cap inscribed as noted found this survey
- ▲ Indicates a steel T-stake with no cap found this survey

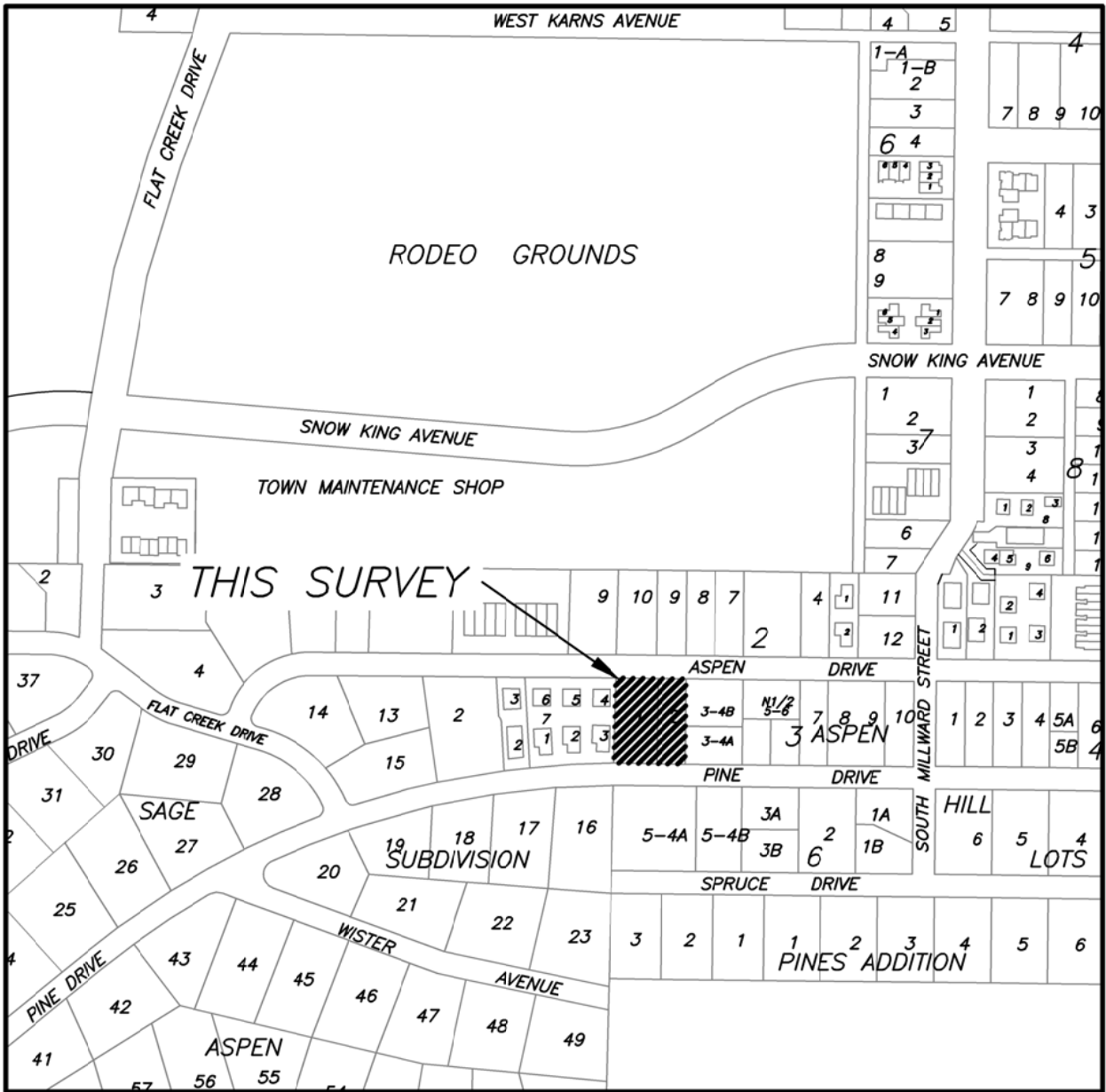
———— Lot Boundary Line
———— Adjoining Lot Boundary Line
- - - - - Sixteenth Section Line



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1452.40'	49.51'	49.51'	N 88°40'57" E	1°57'12"



VICINITY MAP



Part of East 1/2 Section 33
T. 41 N., R. 116 W., 6th P.M.
Teton County, WY
Scale: 1"=300'

NOTES:

Base of Bearing = N 01°27'10" E along the Sixteenth line as shown hereon.

Boundaries and corners represented on this map show conditions determined by a field survey made July 2017, and may not reflect changes made subsequent to that date.

The following serves as a Surveyor's Note explaining the resolution of the boundary:

- Lots 1 & 2 were created by Aspen Hill Lots Subdivision Plat that was recorded in 1938 in the Office of the Clerk of Teton County, Wyoming as Plat No. 124
- The west line of Lot 1, Block 3 is shown on said plat to be the east 1/16 line of Section 33, T. 41 N., R. 116 W., 6th Principle Meridian
- The ± distances shown on said plat indicate that said east 1/16 line was not established at the time the Aspen Hill Subdivision Plat was surveyed
- Subsequent surveys have established the 1/16 line
- The correct dimension of the north line of said Lot 1 is 76.76 feet
- The correct dimension of the south line of said Lot 1 is 78.57 feet
- The acreage of said Lot 1 is 0.27 acres
- My assertion of the correct dimensions of said lot are further supported by the judgement of Tim C. Day in the Order Quieting Title as recorded as Document No. 0936955 in the Teton County Clerk's Office

CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Teton)

I, Mark Fellermann, of Jackson, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction and the direction of David B. Kemper, PLS 15645, during July, 2017, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the points and corners as set or found at the time of said survey.

Mark Fellermann
Wyoming PLS 16012

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Mark Fellermann this _____ day of _____, 2018.

Witness my hand and official seal.

Notary Public My commission expires:

MAP OF SURVEY
PREPARED FOR
LOTS 1 & 2 - Block 3
of the
ASPEN HILL LOTS, PLAT 124
Sec. 33, T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING



we define. design & deliver
the places that you Play, Live & Work



Y2 Consultants, LLC
P.O. Box 2870
180 S. Willow St.
Jackson, WY 83001
Tel 307.733.2999
Y2Consultants.com

Sheet 1 of 1

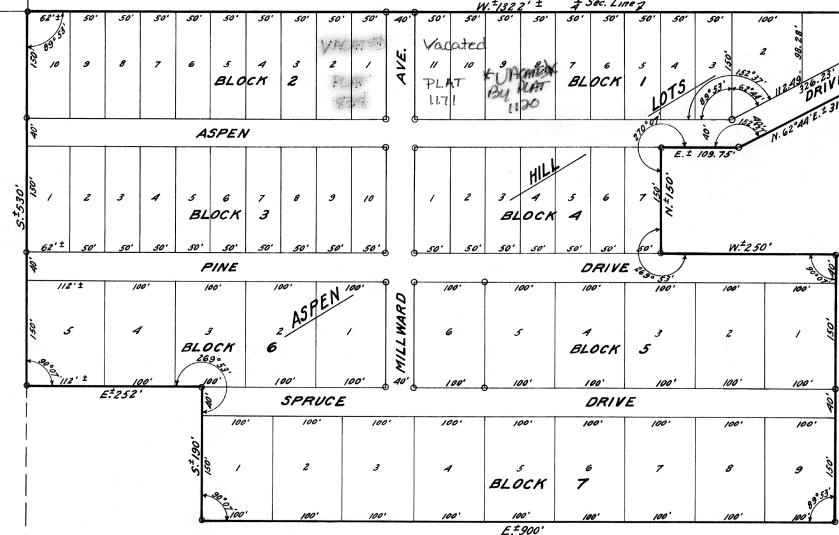
Witness Cor. set in connection Harris Add.(1938)

ELLA HARRIS

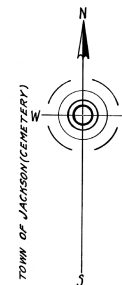
W¹122' 2"

1/2 Sec. Line 2

Extension of Cache Ave.
 33' Roadway owned by Town of Jackson
 Being opened under co-op. agreement by Town of Jackson & Teton County
 Cor. point of beginning - This Survey

NE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 33 - T.41N. - R.116 W.
(6TH P.M.)

GROVER C. BASSETT



SEC. 34

DEDICATIONSTATE OF WYOMING } SS.
County of Teton

The subdivision, as shown hereon, of a tract of land bounded as follows: beginning at the $\frac{1}{4}$ cor. common to Secs. 33 & 34, T. 41N., R. 116W. (6th P.M.), thence westerly along the $\frac{1}{2}$ sec. line for approx. 1322 ft. to the E. $\frac{1}{2}$ sec. line through Sec. 33, thence southerly along the said $\frac{1}{2}$ sec. line for 530 ft., thence easterly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 252 ft., thence southerly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 190 ft., thence westerly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 900 ft., thence northerly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 580 ft., thence westerly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 250 ft., thence northerly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 150 ft., thence easterly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 109.75 ft., thence approx. N. 62° 44' E. (turning an interior angle of 152° 37') for 315.36 ft., thence southerly and parallel to the aforesaid $\frac{1}{2}$ section line for 55 ft., thence easterly and parallel to the aforesaid $\frac{1}{2}$ sec. line for 30 ft., thence northerly along the sec. line between secs. 33 & 34 for 100 ft., more or less, to the place of beginning, containing 17.29 acres, more or less, lying wholly within the NE $\frac{1}{4}$ - SE $\frac{1}{4}$, Sec. 33, T. 41N., R. 116 W. (6th P.M.), as appears on this plat, is with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and the streets or roadways, as hereon shown, are hereby dedicated to public use in fee simple.

Grover C. Bassett
 Grover C. Bassett

STATE OF WYOMING } SS.
County of Teton

Mabel Bassett
 Mabel Bassett

On this 15th day of May, 1938, before me personally appeared Grover C. Bassett and Mabel Bassett, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and of the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 15th day of May, A.D. 1938

My commission expires on the
10th day of Oct. A.D. 1941.

Joseph J. Bassett
 Notary Public

(Seal)

TETON NATIONAL FOREST

No. 15736....
 State of Wyoming } SS.
 County of Teton
 Filed for record in my office this 15th day of May, A.D. 1938 at 1:10 o'clock P.M., and recorded as Plat No. 124...
E. N. Moody
 E. N. Moody
 County Clerk & Ex-Officio Register of Deeds
 For ss. By *Joyce Ameson*
 Paid *Joyce Ameson* Deputy (Seal)

PLAT
 OF
ASPEN HILL LOTS
 TETON COUNTY - WYOMING

SCALE - 1 IN. = 100 FT.

Drawn by John C. Simpson - Civil Eng.
 Jackson, Wyo. 3-16-38 Wyo. Reg. 207

NO. 124

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF TETON, STATE OF WYOMING**

DEREK JOHNSON CRAIGHEAD, in his capacity)
as Trustee of the Derek Johnson Craighead)
Revocable Trust Dated May 3, 2005, and any)
Amendments Thereto,)

Plaintiff,)

vs.)

GROVER C. BASSETT AND MABEL BASSETT,)
husband and wife, and their heirs, devisees,)
legatees, personal representatives, executors,)
administrators, successors and assigns, and all)
UNKNOWN PERSONS WHO CLAIM)
ANY INTEREST IN THE SUBJECT MATTER)
OF THIS ACTION)

Defendants.)

GRANTOR: DAY, TIMOTHY C DISTRICT COURT JUDGE
GRANTEE: CRAIGHEAD, DEREK JOHNSON TRUSTEE
Doc 0936955 Filed At 15:30 ON 10/09/17
Sherry L. Daigle Teton County Clerk fees: 24.00
By Mary D Antrobus Deputy

Civil Action No. 17549

CLERK OF DISTRICT COURT

OCT 09 2017

FILED
TETON COUNTY, WYOMING

ORDER QUIETING TITLE

THIS MATTER having come before the Court upon the Complaint in Action to Quiet Title filed herein on August 4, 2017 by Derek Johnson Craighead in his capacity as the trustee of the Derek Johnson Craighead Revocable Trusts dated May 3, 2005 (hereinafter referred to as "Plaintiff" or "Trust") and service having been made by publication pursuant to Rule 4(i) of the Wyoming Rules of Civil Procedure and proof thereof having been filed herein, and there having been no answer or other responsive pleading filed herein and the time allowed by law for answering having expired; and the Court having considered the matter and being fully advised in the premises, finds as follows:

1. This case arises under Wyoming Statute §1-32-201. **The State of Wyoming**

ORDER QUIETING TITLE
Civil Action No. 17549
PAGE 1

County of Teton

I, Clerk of the Ninth Judicial District Court within and for said County and in the State aforesaid. Do Hereby Certify the foregoing to be a Full, True and Complete Copy.

Signed

[Signature]

2. Venue for this judicial proceeding involving the recovery of real property, or an estate or interest therein, is proper in the Ninth Judicial District in and for Teton County, State of Wyoming, pursuant to WYO. STAT. § 1-5-101 for the reason that the property that is the subject of this action is situate in Teton County, Wyoming.

3. The whereabouts of Defendants are unknown, and upon information and belief, Defendants likely died many years ago.

4. The gap real property that is subject of this quiet title action was described on Exhibit B to the Complaint filed herein (hereinafter referred to as the "Subject Property").

5. Derek Johnson Craighead and Sophie Craighead acquired real property adjacent to and upon information and belief, encompassing the Subject Property, by and through a Warranty Deed from Margaret Smith Craighead dated January 17, 1997 and recorded on February 12, 1997 in Book 331, Page 245 of the real estate records of the office of the Teton County Clerk.

6. The Plaintiff acquired the real property adjacent to and upon information and belief, encompassing the Subject Property, by and through a Warranty Deed from Derek Johnson Craighead and Sophie Craighead dated July 27, 2010 and recorded on February 4, 2011 in Book 776, Page 21-22 of the real estate records of the office of the Teton County Clerk.

7. At the time the Subject Property was supposedly transferred to the Plaintiff, and at all times since Plaintiff has owned the property, he understood the boundary of the Subject Property to be that outlined in yellow on the map attached as Exhibit C to the Complaint filed herein.

8. A recent title report by Wyoming Title & Escrow in Jackson, Wyoming indicates that Defendants, rather than Plaintiff, own a gap portion of what Plaintiff has always believed to

be his property. That gap portion owned by Defendants is highlighted in pink as illustrated on Exhibit D attached to the Complaint filed herein, and is the gap real property that Plaintiff seeks to quiet in his title.

9. Defendants were originally the owner of the Subject Property. Upon information and belief, the Defendants intended that the Subject Property be conveyed as a part of Plaintiff's tract – there is no use of the gap Subject Property apart from the adjacent property owned by Plaintiff.

10. Plaintiff is in actual possession of the Subject Property, and has been in possession of the Subject Property since January 17, 1997 by actual, open, notorious, exclusive and continuous possession, adverse to Defendants and to all other persons.

11. Plaintiff's possession has been hostile and under a claim of right evidenced by his long period of exclusive use and control over the property and payment of property taxes.

12. Plaintiff has at all times treated the Subject Property as his own.

13. Plaintiff has an interest in the Subject Property adverse to Defendants for which a quiet title action is the only remedy.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

Plaintiff Derek Johnson Craighead, in his capacity as Trustee of the Derek Johnson Craighead Revocable Trust Dated May 3, 2005, and any Amendments Thereto, at the time of commencement of this proceeding, were, and is now, the owner with right of possession of the Subject Property, a legal description of which is contained in Exhibit B to the Complaint; and

Title in and to the Subject Property be and the same hereby is quieted in Derek Johnson Craighead, in his capacity as Trustee of the Derek Johnson Craighead Revocable Trust Dated May 3, 2005, and any Amendments Thereto, and that each of the Defendants have no right, title or interest in or to the property or any part thereof, and that the Defendants are forever enjoined from asserting any claim, right, title or interest in or to the Subject Property or any part thereof.

The legal description of what is being quieted in Plaintiff is as follows:

EXHIBIT B
To
Complaint in Action to Quiet Title

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";

THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of Teton County, Wyoming, AND the true POINT OF BEGINNING;

THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;

THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;

THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;

THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Basis of Bearing = N 01°27'10" E along the Sixteenth line between the SE 1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961" and the NE corner of the Green Mountain Addition Plat No. 1069 recorded in said Office.

DATED this 8th day of Oct, 2017.

BY THE COURT,


TIMOTHY C. DAY
DISTRICT COURT 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 9 day of Oct, 2017.

C. Raimier / E. Harte

By W. L. Hartsler

ORDER QUIETING TITLE
Civil Action No. 17549
PAGE 5



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: May 29, 2018 (revised: 6/12)
MEETING DATE: June 18, 2018 (continued from June 4th)

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

SUBJECT: RFP 18-18: Award for Mobile Ticketing/Electronic Fare System

STATEMENT/PURPOSE

The purpose of this item is for Town Council to consider awarding contract negotiations with RouteMarch, Inc. for START's Mobile Ticketing/Electronic Fare System – The Request For Proposal (RFP) process winner for RFP 18-18. The Council initially reviewed this request on June 4th but deferred in order to obtain further information which is included with this report.

BACKGROUND/ALTERNATIVES

Currently, fares for utilizing the START Bus system are collected manually. The advancement in transit technology in recent years has pushed Mobile Ticketing to the forefront. A number of major transit systems in the country have recently adopted new fare payment technologies. The Town of Jackson believes that the benefits of Mobile Ticketing technology are significant and critical to each system's ability to attract new riders and grow ridership in the future. As a means to increase ridership, the Town of Jackson envisions providing greater fare payment options, convenience and flexibility for its transit riders. Also, the importance of accountability and the ability to track fare purchases is critical to START's future.

RFP 18-18 was initiated on April 16, 2018 to solicit potential vendors. The intent of RFP 18-18 was to obtain services from a single vendor to implement new fare collection technologies for START. The new fare collection system will complement and eventually eliminate the existing fare box system by adding a comprehensive and secured Mobile Ticketing and/or Electronic Fare solution. The purpose of RFP 18-18 was to solicit proposals from various vendors; conduct a fair and extensive evaluation based on criteria listed and then to select the vendor who can help START best reach its goals.

The intent of the project is as follows:

- Institute a robust and flexible platform to support single fare transactions (ticket types, prices, validity and expiration).
- Ensure convenience and ease of use for all customers.
- Make the boarding process easier for bus operators and customers.
- Reduce onboard fare processing time to improve on-time performance.
- Address the issue of fare validation and verification of single and multi-pass tickets in an effective approach that does not compromise the rider's experience.
- Use centralized server/account-based fare payment processing (Must be integrated with existing fare recording software)
- Seamless integration with existing RFID technology in use with existing local existing businesses.

- Provide accurate revenue management and accountability of all fare transactions.
- Provide accurate and timely ridership and revenue data that can support detailed analysis and reporting of transit trends among riders.
- Integrated reporting of fare collected through existing fare box technology and the new Mobile Ticketing device.
- Ensure optimized functionality in a challenging environment for network connectivity onboard the buses.
- Comply with existing payment industry standards (if any).
- Protect customer privacy and transaction security by complying with the security standards of the financial payments industry, ensuring the security and confidentiality of customer information and protecting it against threats or hazards.
- Achieve cost efficiencies through the reduction of cash handling, number of forms of fare media and operating cost.
- Future integration of credit card payments with our present Point of Sale (POS) system at ticket locations.
- Reduce the use of cash for fare payment onboard buses to minimize dwell time and to reduce business expenses in handling cash.
- Maximize the reach to customers while minimizing the reliance on retail distribution network.
- Support and be extensible to new technologies as they mature in the industry.
- Pricing per unit plus any associated hardware/software, in our case it would be Thirty (30) units.

The solution shall be a cloud based system designed to provide a secure, robust 24/7/365 service to both the agency and its riders. The system is accessed through secure web portals for both the agency as well as the riders. The system will integrate directly with an appointed Payment Service Provider (PSP) partner, for all credit card processing.

Follow-up from June 4th Council Meeting:

At the June 4th Council meeting, the following questions were posed for further information gathering before the Council will consider action:

- a. How other resort communities and other bus systems address credit card payments on the bus. Specifically a listing of which communities have bus systems, do they accept credit card payments on the bus, etc.

Response: I asked for information from the following resort communities – Vail, Aspen (including Roaring Fork Transit Authority RFTA which services the entire Aspen area), Steamboat Springs, Telluride, Sun Valley Idaho (Mountain Rides). I also inquired with Community Transit and King County Washington systems (my previous employers). While I did not hear back from all, all that responded stated they do not have any system in place that allows the buses to be “point of sale” that is, accept personal credit cards or other payment than cash. None of the respondents had ever heard of a public transit system accepting personal credit cards on the bus. The main reason would be technology limitations of processing payment on each bus, time. None of the systems allow drivers to exchange cash or otherwise for payment of service on the bus. Drivers are specifically shielded from monetary exchanges of any sort mainly for the safety of the Driver and liability reasons.

- b. Which other bus systems have kiosks either on the buses or in a central location for patrons to purchase tickets/passes, etc.

Response: Only the larger, urban area transit systems have any type of ticket selling “kiosk” ticket purchasing machines – RFTA, Community Transit, King County WA. These kiosks are placed mainly in heavily used transit centers and along Bus Rapid Transit (BRT) stations. All

transit systems do sell some type of pass or tickets and only designate certain locations as to where those can be purchased (similar to us at the Town Hall, START Facility and Albertsons).

- c. How much a kiosk would cost and (based on comments today) whether one kiosk could address downtown paid parking passes and/or ebike payments.

Response: Yes, kiosks could be purchased to handle ticket purchasing for all modes mentioned – START Bus, START Bike and parking. Just a purchase of the machine itself can range from \$20K-45K per unit. The information given to me regarding the cost of kiosks is very high. Accepting cash payments at the machine inflates the upfront purchase cost of the machine considerably. However, the START Board did not consider including kiosks in this RFP process mainly due to cost factors and uncertainty of paid parking at this time.

- d. How much the in bus kiosk system would cost.

Response: In addition to the upfront purchase cost mentioned above (\$20-45K/unit) other factors to consider would be placement of the machines, and the ongoing servicing of each machine for ticket/pass loading and removal of cash collected at the machine. The transit systems utilizing kiosks have paid personnel responsible for these functions. The amount of additional staffing is dependent on the number of kiosks in operation.

With regards to Question A. above, START is certainly not precluded from moving toward open payments (tapping credit card on bus) in the future by selecting Routematch as our preferred vendor. In fact, Routematch can deliver open payment technology through its system. However, that type of solution is considerably much more expensive than typical systems for several reasons: it requires additional hardware, additional software and significantly more compliance costs (PCI and EMV). It can always be added at a later date. As an important FYI (and stressed above), few if any transit systems have deployed open payment systems despite them being available for years. The real time authentication/processing can often lead to problems/delays with boarding, extending into OTP impact. As stated above, this option was not part of this RFP. We can get you more information and should be something that is discussed with the results of the Parking Management Study and where the Town may go with parking, etc.

It is also important to reiterate the importance of having the information/data that we would get from electronic fares so that we can accurately assess a fee to the mountain resort or other areas served to have an educated and informed conversation about services provided and how they being paid for by the START ridership. This was a main reason for pursuing the mobile ticketing and electronic fare system we have in front of you at this time.

STAKEHOLDER ANALYSIS

RFP 18-18 generated nearly 25 interested vendors. Six (6) Vendors submitted a response by the amended May 11, 2018 deadline. Those vendors were: RouteMatch (Atlanta, GA), Acumen (Oakland, CA), Passport Inc. (Charlotte, NC), Delerrok (Vista, CA), Token Transit Inc. (San Francisco, CA) and Hopthru (San Francisco, CA).

The evaluation committee was made up of the following staff members: Darren Brugmann (START Director), Kelly Thompson (Finance Director) and Michael “Zolo” (IT Director). They evaluated all proposals based on the following criteria:

- Substantiated representations regarding the vendor’s capabilities and qualifications in providing the equipment, technology and services required and experience in completing similar projects (examples from other projects, references, etc).
- Clearly demonstrated understanding of the proposed project and proposed solutions and alternatives.
- Qualifications and experience

- Initial costs for the proposed solution, implementation, training and on-going support.
- Ability to meet specified schedule
- References
- Demonstrated success of the proposed solution, quality of equipment and availability of ongoing support. Warranties or other assurance of quality, service, customer satisfaction.
- Ability to adhere to the attached federal clauses.

The Evaluation Committee recommends:

RouteMatch

- The clear winner in terms of platform and benefits as well as value to our riders and taxpayers.
- Committed to provide full cross-compatibility with JHMR's passes (and others) with no extra cost
- Committed to a discount when bundling existing RouteMatch maintenance with RMPay maintenance
- Committed to implementation budget within grant award
- Committed to provide full integration with Xpress BillPay at no extra cost

Should contract negotiations not be successful with RouteMatch, the next vendor in line of the committee's recommendation would then be considered.

[ATTACHMENTS](#)

None

[FISCAL IMPACT](#)

The following is as budgeted in FY19 budget and Grant Award:

\$228,750	Total
\$183,000	Federal (80%)
\$45,750	Local (20%)

[STAFF IMPACT](#)

Review and completion of Contractual requirements (Legal Staff). DRAFT Contract will be presented to Town Council at June 18, 2018 meeting.

[LEGAL REVIEW](#)

None at this time.

[RECOMMENDATION](#)

Staff recommends Council to proceed with contract negotiations with RouteMatch, Inc.

[SUGGESTED MOTION](#)

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

I move to approve RouteMatch as the RFP#18-18 process winner and direct staff to enter into contract negotiations and bring back the Mobile Ticketing/Electronic Fare System contract for Council approval.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

REVISED 06-15

PREPARATION DATE: June 11, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Finance

DEPARTMENT DIRECTOR: Kelly Thompson

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Amendment #4 to Fiscal Year 2018 Budget

STATEMENT/PURPOSE

A resolution adopting amendments to the Town of Jackson's fiscal year 2018 budget.

BACKGROUND/ALTERNATIVES

The attached resolution proposes modifications to the Town's current FY 2018 budget. The resolution represents the 2018 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of \$21,960 salaries and benefits for Town Manager transition, \$22,000 for take home car program, \$15,000 for building official services, \$85,000 in street paint projects, \$80,000 in shop parts, \$150,000 inter-fund transfer to fleet fund, \$14,773 to complete Stellaria Lane lighting, \$90,000 for Smith/Simon/May storm drainage improvements, and \$96,540 to complete water/sewer/sidewalk improvements along Highway 22.

ATTACHMENTS

- Resolution 18-13 adopting amendments to the Fiscal Year 2018 Budget.
- Exhibit A – Schedule of Increases/Decreases.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address each Strategic Intent.

FISCAL IMPACT

The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary *significantly* from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

STAFF IMPACT

The staff impact of the Council's adoption of this amendment is positive, in that it will allow staff to continue with the work programs requested by Council during the formulation of the budget.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends that the Mayor & Council approve the attached resolution.

SUGGESTED MOTION

I move to approve the resolution adopting amendments to the fiscal year 2018 budget.

Purpose:

To amend the 2018 amended budget.

Background:

The Town Council amends the adopted budget as needed during the fiscal year. The first amendment typically occurs in late September or early October, with the last amendment occurring in June before adoption of the following year's budget.

Fiscal Impact:

Amendments are funded through available fund balances or with adjustments to revenue projections.

RESOLUTION 18-13

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	9,770	431,566
Municipal Judge	262,218	-	262,218
Administration	324,654	21,960	346,614
Town Clerk & Personnel	577,807	13,500	591,307
Finance	548,832	2,000	550,832
Information Technology	501,381	1,500	502,881
Planning	1,046,127	11,600	1,057,727
Town-Wide Services	218,347	23,000	241,347
Town Hall Building	178,049	-	178,049
PD Administration	519,835	7,000	526,835
PD Investigation	396,665	4,000	400,665
PD Patrol	2,895,322	39,840	2,935,162
PD Community Service	518,074	2,689	520,763
PD Special Operations	21,706	-	21,706
Victim Services	239,960	-	239,960
Animal Shelter/Control	263,378	-	263,378
Building Inspections	374,035	15,000	389,035
Public Works Administration	257,645	-	257,645
Streets	1,714,867	143,000	1,857,867
Town Engineer	423,667	-	423,667
Public Works Yard Operations	180,734	-	180,734
Public Garage Operations	88,410	3,000	91,410
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	23,124	269,949
County-Budgeted Joint Programs	2,884,218	-	2,884,218
Transfers Out	4,633,415	150,000	4,783,415
Total General Fund	20,975,126	470,983	21,446,108
Affordable Housing	1,207,409		1,207,409
Total Affordable Housing Fund	1,207,409	-	1,207,409
Parking Exactions Fund	45,000	-	45,000
Total Parking Exactions Fund	45,000	-	45,000
Parks Exactions	9,706	-	9,706
Total Park Exactions	9,706	-	9,706
Employee Housing Fund	911,197	21,984	933,181
Total Employee Housing Fund	911,197	21,984	933,181
Animal Care Fund	38,500	-	38,500
Transfers Out	60,000	-	60,000
Total Animal Care Fund	98,500	-	98,500
Lodging Tax Fund	354,002		354,002
Transfers Out	377,801		377,801
Total Lodging Tax Fund	731,803	-	731,803

Expenditures and Other Uses	Approved Budget	Increase (Decrease)	Amended Budget
Vertical Harvest Fund	15,000		15,000
Total Vertical Harvest Fund	15,000	-	15,000
Snow King-Snow Making Fund	52,552		52,552
Total Snow King-Snow Making Fund	52,552	-	52,552
START Administration	598,556	19,638	618,194
START Operations	3,458,493	22,000	3,480,493
START Capital	2,401,250	-	2,401,250
START Indirect Cost Allocations	52,617	-	52,617
Total START Fund Expenditures	6,510,916	41,638	6,552,554
Capital Outlay	5,977,287	184,773	6,162,060
Total Capital Projects Fund	5,977,287	184,773	6,162,060
Capital Outlay	35,000	-	35,000
Total 2006 SPET	35,000	-	35,000
Capital Outlay	1,525,601	-	1,525,601
Total 2010 SPET	1,525,601	-	1,525,601
Capital Outlay	1,365,000	-	1,365,000
Total 2014 SPET	1,365,000	-	1,365,000
Capital Outlay	7,478,268	-	7,478,268
Total 2016 SPET	7,478,268	-	7,478,268
Capital Outlay	2,901,000	-	2,901,000
Total 2017 SPET	2,901,000	-	2,901,000
Water Maintenance & Operation	743,642	(67,471)	676,171
Water Wells	249,135	-	249,135
Water Billing & Accounting	165,148	-	165,148
Water Capital Outlay & Improvements	1,043,977	75,488	1,119,465
Water Loan Expenditures	108,220	-	108,220
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	3,734,481	23,523	3,758,004
Sewage Transfers Out	488,734	-	488,734
Total Enterprise Funds	8,371,377	31,540	8,402,917
Employee Insurance	2,308,300	-	2,308,300
Total Insurance Fund	2,308,300	-	2,308,300
Fleet Expenditures	1,933,122	30,000	1,963,122
Total Fleet Management Fund	1,933,122	30,000	1,963,122
Central Equipment Expenses	1,205,099	-	1,205,099
Total Central Equipment Fund	1,205,099	-	1,205,099
IT Services	824,677	16,000	840,677
Total IT Service Fund	824,677	16,000	840,677

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	13,540	654,813
Fines & Forfeitures	403,194	-	403,194
Miscellaneous Revenue	145,757	27,800	173,557
Transfers In	1,090,085	-	1,090,085
Total General Fund	20,041,733	41,340	20,083,073
Licenses & Permits	30,000	-	30,000
Miscellaneous Revenue	10,000	-	10,000
Transfers In	1,182,409	-	1,182,409
Total Affordable Housing Fund	1,222,409	-	1,222,409
Licenses & Permits	1,000	-	1,000
Miscellaneous Revenue	200	-	200
Total Parking Exactions	1,200	-	1,200
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	100	-	100
Total Park Exactions	10,100	-	10,100
Miscellaneous Revenue	210,860	-	210,860
Transfers In	300,000	-	300,000
Total Employee Housing Fund	510,860	-	510,860
Miscellaneous Revenue	70,600	-	70,600
Total Animal Care Fund	70,600	-	70,600
Taxes	731,603	-	731,603
Miscellaneous Revenue	200	-	200
Total Lodging Tax Fund	731,803	-	731,803
Contributions & Donations	27,200	-	27,200
Total Vertical Harvest Fund	27,200	-	27,200
Contributions & Donations	52,752	-	52,752
Total Snow King Snow Making Fund	52,752	-	52,752
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	6,046,003	-	6,046,003
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	5,106,630	-	5,106,630
Miscellaneous Revenue	1,100	-	1,100
Total 2006 SPET	1,100	-	1,100
Miscellaneous Revenue	5,200	-	5,200
Total 2010 SPET	5,200	-	5,200
Taxes	-	-	-
Miscellaneous	13,800	-	13,800
Total 2014 SPET	13,800	-	13,800
Taxes	2,154,000	-	2,154,000
Miscellaneous	30,000	-	30,000
Total 2016 SPET	2,184,000	-	2,184,000
Taxes	2,900,000	-	2,900,000
Miscellaneous	1,000	-	1,000
Total 2017 SPET	2,901,000	-	2,901,000

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	6,098,828	-	6,098,828
Charges for Services	2,507,117	-	2,507,117
Miscellaneous Revenue	2,500	-	2,500
Total Employee Insurance Fund	2,509,617	-	2,509,617
Charges for Services	1,981,120	-	1,981,120
Miscellaneous Revenue	500	-	500
Transfers In	-	150,000	150,000
Total Fleet Management Fund	1,981,620	150,000	2,131,620
Charges for Services	433,700	-	433,700
Miscellaneous Revenue	129,500	-	129,500
Total Central Equipment Fund	563,200	-	563,200
Charges for Services	680,757	-	680,757
Miscellaneous Revenue	200	-	200
Transfers In	-	-	-
Total IT Service Fund	680,957	-	680,957

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(933,393)	(429,643)	(1,363,035)
Affordable Housing	15,000	-	15,000
Parking Exactions Fund	(43,800)	-	(43,800)
Park Exactions Fund	394	-	394
Employee Housing Fund	(400,337)	(21,984)	(422,321)
Vertical Harvest Fund	12,200	-	12,200
Snow Making Fund	200	-	200
Animal Care Fund	(27,900)	-	(27,900)
Lodging Tax Fund	-	-	-
Start Fund	(464,913)	(41,638)	(506,551)
Capital Projects	(870,657)	(184,773)	(1,055,430)
2006 SPET	(33,900)	-	(33,900)
2010 SPET	(1,520,401)	-	(1,520,401)
2014 SPET	(1,351,200)	-	(1,351,200)
2016 SPET	(5,294,268)	-	(5,294,268)
2017 SPET	-	-	-
Enterprise Funds	(2,272,549)	(31,540)	(2,304,089)
Employee Insurance Fund	201,317	-	201,317
Fleet Management Fund	48,498	120,000	168,498
Central Equipment Fund	(641,899)	-	(641,899)
IT Services Fund	(143,720)	(16,000)	(159,720)

PASSED, APPROVED, & ADOPTED this 18th day of June , 2018

Town of Jackson

By:

Pete Muldoon

Mayor

ATTEST:

By:

Sandy Birdyshaw

Town Clerk

Exhibit A -Schedule of Increases\Decreases

General Fund Expenditures and Other Uses		
Town Attorney		
Professional Services	3,770	Exceeded budget
Salaries and Wages - Part-Time	6,000	Additional Support Staff
Administration		
Salaries & Wages - Regular	17,548	1 Month Town Manager Transition
FICA & Medicare	1,342	1 Month Town Manager Transition
Wyoming Retirement	2,601	1 Month Town Manager Transition
Workers' Compensation	469	1 Month Town Manager Transition
Town Clerk & Personnel		
General/Office Supplies	1,500	Exceeded Budget
Employee Recruitment	8,000	Exceeded Budget Due to Turnover
Employee Recognition Program	4,000	Exceeded budget
Finance		
Credit Card Fees	2,000	Increase in usage
Information Technology		
Petroleum Products	1,500	Take Home Car Program
Planning		
Professional Services	11,600	Clarion Contract Approved at 5/21/18 Council Meeting
Patrol - Administration		
Prisoner Expense	4,500	Exceeded budget
Petroleum Products	2,500	Take Home Car Program
Patrol - Investigations		
Overtime	1,000	Overtime for SnoCross and Hospital, Offsetting Revenue
Petroleum Products	3,000	Take Home Car Program
Police - Patrol		
Overtime	4,540	Overtime for SnoCross and Hospital, Offsetting Revenue
Petroleum Products	14,000	Take Home Car Program
Repair & Maint - Shop Parts	13,000	Vehicle Crash, Reimbursed by At-Fault Insurance
Repair & Maint - Shop Labor	300	Vehicle Crash, Reimbursed by At-Fault Insurance
Professional Services	8,000	Contract Law Enforcement for Airport
Police - Community Service Officer		
Petroleum Products	1,000	Take Home Car Program
Salaries & Wages - Regular	1,350	Salary Adjustments
FICA & Medicare	103	Salary Adjustments
Wyoming Retirement	200	Salary Adjustments
Workers' Compensation	36	Salary Adjustments
Building Inspections		
Professional Services	15,000	Third Party Plan Review, Inspection and Building Official Services
Streets		
Repair & Maint - Shop Parts	58,000	Exceeded budget
R & M - Paint Projects	85,000	Shifting of Projects Due to Spring Season
Parking Garage		
Repair & Maint - Buildings	3,000	Exceeded budget
Community Promotion		
Local Promotion	1,500	Bike Conference Sponsorship approved at February 5, 2018 Council Meeting
Local Promotion	10,000	Lienz Delegation Hosted Events
Promo - Holiday Lighting	11,624	Contract exceeded budget and various repairs
Town-Wide Services		
Public Education	3,000	Lodging Tax Educational Campaign approved at February 5, 2018 Council Meeting
Public Education	3,000	Exceeded budget
Retreat/In-Service	13,000	Exceeded budget
Employee Events	4,000	Exceeded budget
Transfers Out		
Transfer to Fleet Maint Fund	150,000	Transfer Out Fleet Management Fund
Total General Fund	470,983	

Special Revenue Fund Expenditures and Other Uses**Employee Housing Fund**

R&M - 930 Simon Lane	4,400	Utilities and Reclass Professional Services
R&M - 940 Simon Lane	2,200	Utilities and Reclass Professional Services
R&M - 675 East Hansen	4,400	Utilities and Reclass Professional Services
R&M - 145A West Hansen	1,800	Utilities and Reclass Professional Services
R&M - 145B West Hansen (1)	6,900	Utilities and Reclass Professional Services
R&M - 174 North King	5,200	Utilities and Reclass Professional Services
R&M - 455 #3 Vine Street	800	Utilities and Reclass Professional Services
R&M - Virginian Village #65-7	900	Utilities and Reclass Professional Services
R&M - Virginian Village #65-5	900	Utilities and Reclass Professional Services
Rent - 475 Aspen Drive #2	8,800	Utilities and Reclass Professional Services
Rent - Wildflower Court	5,684	Utilities and Reclass Professional Services
Professional Services	(20,000)	Reclass Professional Services

START Administration

Professional Services	19,638	Tiger Grant Administration and START Fund Working Group
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START Operations

Repair & Maint - Shop Parts	22,000	Exceeded budget
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Total Special Revenue Fund	63,622	
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Capital Project Fund Expenditures and Other Uses**Capital Projects Fund**

Stellaria Lane & JWG Str Light	14,773	Additional costs of boring, landscaping, lighting control, and material costs
Smith/Simon/May Storm Drainage	90,000	Additional work including Design, Survey, Landscaping, Irrigation, Easements, and Deck Repairs
Highway 22 - Sidewalk Improvement	80,000	Cost associated with change in quantities, site conditions and utility conflicts

Total Capital Projects Fund	184,773	
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Water Fund Expenditures and Other Uses**Water Maintenance & Operations**

Repair & Maint - Dist Syst	(67,471)	Offset for Well #5 Budget Amendment
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Water Capital Outlay

Well #5	67,471	Exceeded budget
Highway 22 (Westview Townhomes)	8,017	Cost associated with change in quantities, site conditions and utility conflicts

Total Water Fund	8,017	
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Sewer Fund Expenditures and Other Uses**Sewer Maintenance & Operations**

Repair & Maint - System	15,000	SCADA work related to Spring Creek Lift Station
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Sewer Capital Outlay

Hwy 22 (Westview & JH Air)	8,523	Cost associated with change in quantities, site conditions and utility conflicts
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Total Sewage Fund	23,523	
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Internal Service Fund Expenditures and Other Uses**IT Service Fund**

Communications Maintenance	16,000	Migrating Cell Phones to in-house; SIM Cards
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Fleet Management Fund

Parts for Resale	30,000	Additional Sheriff Build-Outs, exceeded budget
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Total Internal Service Fund	46,000	
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Total Expenditures and Other Uses	796,917	
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General Fund Revenues and Other Sources

Police Ser-Special Event/Other	13,540	Offsetting Revenue for Overtime
Miscellaneous Reimbursement	14,500	Take Home Car Program
Miscellaneous Revenue	13,300	Reimbursement by At-Fault Insurance

Total General Fund	41,340	
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Internal Service Fund Revenues and Other Sources**Fleet Management**

Transfer from General Fund	150,000	Transfer In Fleet Management Fund
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Total Internal Service Fund	150,000	
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Total Revenues and Other Sources	191,340	
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TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: June 12, 2018

MEETING DATE: June 18, 2018

SUBMITTING DEPARTMENT: Finance

DEPARTMENT DIRECTOR: Kelly Thompson

PRESENTER: Kelly Thompson, Finance Director

SUBJECT: Adoption of FY 2019 Budget

STATEMENT/PURPOSE

To pass a resolution adopting the Fiscal Year 2019 Budget.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear public comment regarding the budget. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING.

BACKGROUND/ALTERNATIVES

The Mayor and Council are required by statute and sound fiscal management practice to formally adopt an annual budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1.

By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

The budget is formulated pursuant to the Town's Strategic Intents. Its adoption provides resources for those activities necessary for those ambitions.

ATTACHMENTS

- Resolution Adopting the FY 2019 Budget
- Public e-mail comments

FISCAL IMPACT

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

STAFF IMPACT

Implementation of the adopted budget includes updating amounts in software, publishing and communicating the formally adopted budget documents, and meeting state notification requirements.

LEGAL REVIEW

N/A

RECOMMENDATION

It is recommended that the Mayor & Council pass the accompanying resolution adopting the FY 2019 budget.

SUGGESTED MOTION

I move to approve the resolution adopting fiscal year 2019 budget.

Synopsis for PowerPoint (120 words max):

The Mayor and Council are required by statute and sound fiscal management practice to formally adopt an annual budget. The budget then becomes the fiscal road map for management to implement policies for the upcoming fiscal year beginning on July 1.

Purpose:

To pass a resolution adopting the Fiscal Year 2019 Budget.

Fiscal Impact:

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the accompanying resolution.

RESOLUTION 18-14

A RESOLUTION ADOPTING THE FISCAL YEAR 2019 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2019 shall be as follows:

**TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2019
ALL FUNDS - FINANCIAL SOURCES AND USES**

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$ 7,422,068	\$ 3,325,647	\$ 12,970,780	\$ 10,739,646	\$ 2,698,119	\$ 37,156,259
Revenues:						
Taxes	7,659,985	829,638	-	-	-	8,489,623
Licenses & Permits	1,011,226	41,000	-	-	-	1,052,226
Intergovernmental	10,195,931	4,892,353	1,701,147	250,000	-	17,039,431
Charges for Services	639,501	1,320,619	-	5,020,602	5,999,319	12,980,041
Fines & Forfeitures	408,226	-	-	-	-	408,226
Miscellaneous Revenue	183,857	290,860	214,952	67,000	12,400	769,069
Total Revenues	20,098,726	7,374,470	1,916,099	5,337,602	6,011,719	40,738,616
Transfers In	1,071,518	1,882,465	3,381,697	-	295,812	6,631,492
Total Sources	21,170,244	9,256,935	5,297,796	5,337,602	6,307,531	47,370,108
Expenditures:						
General Government	4,184,418	234,655	45,000	-	3,660,149	8,124,222
Public Safety	7,588,207	25,000	441,690	-	232,470	8,287,367
Public Works	2,864,984	-	4,218,862	5,209,679	2,325,632	14,619,157
Health & Welfare	699,172	-	-	-	-	699,172
Community Development	257,325	320,701	-	-	-	578,026
Transit	-	6,862,284	250,000	-	-	7,112,284
Culture & Recreation	1,301,238	398,474	1,586,453	-	-	3,286,165
Pathways	-	84,600	287,500	-	-	372,100
Debt Service	-	-	52,552	108,220	-	160,772
General Unallocated	159,960	-	-	-	-	159,960
Total Expenditures	17,055,304	7,925,714	6,882,057	5,317,899	6,218,251	43,399,225
Transfers Out	3,917,398	436,110	1,295,812	982,172	-	6,631,492
Total Uses	20,972,702	8,361,824	8,177,869	6,300,071	6,218,251	50,030,717
Ending Fund Balance	\$ 7,619,610	\$ 4,220,758	\$ 10,090,707	\$ 9,777,177	\$ 2,787,399	\$ 34,495,650

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2019:

General Fund		Capital Projects Funds	
General Government		Capital Projects (5th cent)	
Mayor & Town Council	\$ 305,725	Public Works	
Town Attorney	467,142	Annual Street Reconstruction	\$ 825,000
Municipal Judge	246,965	Budge Hillside Stabilization	491,355
Administration	318,382	Door Security Systems - Town Buildings	20,000
Town Clerk & Personnel	610,129	Bury LVE Overhead Power Mercill Ave (Town)	35,000
Finance	577,302	Stormwater - Flat Creek	240,000
Information Technology	523,132	Snow King Estates - Asphalt Paving	500,000
Planning	967,525	Cache Creek Tube - Phase I (Storm Drainage)	300,000
Town Hall Building	168,116	Aspen Cemetery - Erosion Control & Asphalt	210,000
Public Safety		Fleet Shop Equipment	45,000
Police	4,591,892	Pathways	
Fire/EMS (County)	1,726,235	TOJ Bicycle Network Improvements	100,000
Communications Center (County)	380,000	Pathways Annual Cap. Repairs	25,000
Victim Services	247,158	Garaman Flood Mitigation	110,000
Animal Shelter/Control	259,253	Bike Racks	10,000
Building Inspections	383,669	New Pedestrian Foot Bridge (E.Kelly & Cache Creek)	15,000
Public Works		USFWS Connector & North Cache Streetscape	20,000
Public Works Administration	259,161	Pathway Benches	7,500
Streets	1,802,062	Culture and Recreation	
Town Engineer	463,988	Parks & Rec	1,586,453
Yard Operations	165,239	Public Safety	
Parking Garage	97,583	Fire/EMS	426,690
Public Amenities	76,951	4 - Mobile Radios	15,000
Health and Welfare		General Government	
Social Services	699,172	Star Valley Facility - Bus Storage/Dispatch Center	250,000
Community Development		Fair Exhibit Hall Remodel Planning	20,000
Community Promotion	257,325	Town Space - Needs Analysis	25,000
Culture and Recreation		Transfers Out	1,295,812
Parks & Recreation (County)	1,202,148	Vertical Harvest	
Sports & Events Center	79,203	Revenue Recapture	37,500
Memorial Park (Cemetery)	19,887	Repairs & Maintenance	5,000
Unallocated		Snow King Snow Making	
Town-Wide Services & Insurance	159,960	Debt Service	52,552
Transfers Out	3,917,398	2006 SPET Fund	
Total	<u>\$ 20,972,702</u>	Downtown Cache Creek Tube Improvements	150,559
		2010 SPET	
Special Revenue Funds		Energy Projects	361,821
Affordable Housing		2014 SPET	
Community Development	\$ 285,701	Streets	350,000
Parking Exactions		2016 SPET	
Community Development	35,000	West Broadway Landslide	647,627
Employee Housing		Total	<u>\$ 8,177,869</u>
General Government	234,655		
Animal Care		Enterprise Funds	
Public Safety	25,000	Water Utility	
Transfers Out	35,000	Public Works	
Lodging Tax		Maintenance and operations	\$ 781,730
Culture and Recreation	398,474	Water wells	286,760
Pathways	84,600	Billing, accounting, & insurance	168,789
Transfers Out	346,764	Capital outlay	1,341,427
START Bus System		Debt service	108,220
Administration	712,550	Transfers Out	491,086
Operations	3,670,984	Sewage Utility	
Capital Outlay	2,478,750	Public Works	
Transfers Out	54,346	Sewage plant operations	874,973
Total	<u>\$ 8,361,824</u>	Maintenance and operations	369,833
		Billing, accounting, & insurance	167,982
		Capital outlay	1,218,185
		Transfers Out	491,086
		Total	<u>\$ 6,300,071</u>
		Internal Service Funds	
		Employee Insurance	\$ 2,464,257
		Fleet Management	2,130,632
		Central Equipment	514,510
		IT Services	1,108,852
		Total	<u>\$ 6,218,251</u>

PASSED, APPROVED, & ADOPTED this 18th day of June , 2018

Town of Jackson

By: _____
Pete Muldoon
Mayor

ATTEST:

By: _____
Sandy Birdyshaw
Town Clerk



TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: June 13, 2018

MEETING DATE: June 18, 2108

SUBMITTING DEPARTMENT: Legal

DEPARTMENT DIRECTOR: Audrey Cohen-Davis

PRESENTER: Audrey Cohen-Davis, Town Attorney

SUBJECT: Non-Discrimination Ordinance M for First Reading

STATEMENT/PURPOSE

The purpose of this workshop item is to present Ordinance M for first reading to add Chapter 9.26 to the Jackson Municipal Code regarding non-discrimination related to sexual orientation and gender identity or expression.

BACKGROUND/ALTERNATIVES

On December 7, 2015, the Town Council approved Resolution 15-26 supporting non-discrimination in the Town of Jackson.

At the December 4, 2017 Town Council meeting, Mayor Muldoon asked Town Council if there was interest in directing staff to draft a non-discrimination ordinance for review. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct staff to bring back at a future workshop a discussion for a non-discrimination ordinance and to discuss any associated legal issues or constraints.

Staff's understanding of the goals for such an ordinance was to prohibit discrimination in employment, places of public accommodation (restaurants, bars, other businesses, etc.), and housing, as well as providing a procedure for the investigation and enforcement of complaints and violations.

Research indicated the following cities in Wyoming have taken the following actions (in descending chronological order):

- Casper – Adopted a Non-Discrimination Resolution (February, 2018)
- Sheridan – Adopted a Non-Discrimination Resolution (October, 2017)
- Cheyenne – Adopted a Non-Discrimination Resolution (October, 2016)
- Gillette – Adopted a Non-Discrimination Resolution (September, 2016)
- Jackson – Adopted a Non-Discrimination Resolution (December, 2015)
- Laramie – Enacted a Non-Discrimination Ordinance (May, 2015)

At the March 19, 2018 workshop the Town Council passed a motion “to direct staff to bring back an ordinance dealing with antidiscrimination in the workplace, housing and public accommodations in general, including sexual orientation and gender identity, and to bring back an outline of staff and fiscal costs at a future workshop.”

A draft ordinance was presented at the May 26, 2018 meeting for review and consideration by the Town Council. A motion was passed to direct the Town Attorney to finalize the non-discrimination ordinance based upon the discussion and direction today for first reading at an upcoming Town Council meeting.

One final issue for the Town Council's consideration is the definition of Employer. I have added the following highlighted language to that definition:

B. EMPLOYER: Any person or entity doing business within the Town of Jackson who employs one (1) or more employees, and any agent of such person or entity **including but not limited to local and national property management companies, property managers, rental agents and guest referral companies**, for purposes of this Chapter, the term does not include:

1. The United States or any department or agency thereof, a corporation wholly owned by the government of the United States or Indian Tribe;
2. The State of Wyoming or any department or agency thereof, including any political subdivision of the State;
3. a bona fide private membership club (other than a labor organization) which is exempt from taxation under the Internal Revenue Code of 1986; or,
4. a fraternal or religious association or corporation if the association or corporation is neither organized for private profit nor has as its primary purpose the provision of accommodations or services that are available on a non-membership basis.

The Wyoming Fair Employment Practices Act defines employer as: “Employer” shall mean the state of Wyoming or any political subdivision or board, commission, department, institution or school district thereof, and every other person employing two (2) or more employees within the state; but it does not mean religious organizations or associations.” As to the issue of (2) or more employers versus (1) or more employees, the Town may be more strict than state statute. Additionally, the ACLU has opined that the Town not expand exemptions beyond those accorded to other protected classes in Wyoming. This is a policy decision if want to change what is drafted, and staff is prepared to discuss.

ATTACHMENTS

Ordinance M Adding Chapter 9.26 Regarding Non-discrimination.

FISCAL IMPACT

The fiscal impact of directing staff to prepare an ordinance could include the expenditure of already authorized professional services funds for outside legal counsel. Additional fiscal impact may include the cost of an investigator (potentially a contract or town employee), cost of processing of the complaint, and cost to prosecute such complaints. The fiscal impact associated with adoption and codification of any non-discrimination ordinance includes the potential for challenges to the ordinance and costs associated with defending any challenge. The fiscal impact of passage of this ordinance after third reading varies between \$250 and \$700 depending on the length of the ordinance. (Shorter ordinances average around \$350 and short franchise ordinances can reach \$700.)

STAFF IMPACT

Staff impact on the Legal Department has been researching and drafting a legally-sound ordinance. Significant additional staff impact will occur to enforce such an ordinance. Additional staff impacts would need to be addressed once the content of an ordinance is finalized. The ordinance may include a complaint process that impacts various departments including Administration (investigating and processing the complaint), Legal (prosecuting the complaint), Municipal Court (adjudicating the complaint), Finance (addressing issues associated with the business license for the business in question), Police (investigation and citations).

The staff impact of passage of this ordinance after third reading is notable in the Town Clerk’s office and involves preparing the ordinance for advertising and sending to the newspaper, updating the Jackson Municipal Code online and in hard copy for those receiving hard copy versions of the code. The ordinance is also printed and signed and placed in the permanent record storage book in the vault and indexed and posted on the website. The ordinance is also prepared and sent to the newspaper for advertising. Should an ordinance be passed and then challenged, this would also involve significant time on the part of the Legal

Department, the Town Clerk Department, and other Town departments in terms of defense, document production, etc.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff makes no recommendation at this time.

SUGGESTED MOTION

I move to approve Ordinance M at first reading.

Synopsis for PowerPoint (120 words max):

PURPOSE

The purpose of this workshop item is to present a non-discrimination ordinance related to sexual orientation and gender identity or expression for first reading.

BACKGROUND/ALTERNATIVES

At the March 19, 2018 workshop the Town Council passed a motion “to direct staff to bring back an ordinance dealing with antidiscrimination in the workplace, housing and public accommodations in general, including sexual orientation and gender identity, and to bring back an outline of staff and fiscal costs at a future workshop.”

A draft ordinance was presented at the May 26, 2018 meeting for review and consideration by the Town Council. A motion was passed to direct the Town Attorney to finalize the non-discrimination ordinance for first reading at an upcoming Town Council meeting.

FISCAL IMPACT

The fiscal impact of directing staff to prepare an ordinance could include the expenditure of already authorized professional services funds for outside legal counsel. Additional fiscal impact may include the cost of an investigator (potentially a contract or town employee), cost of processing of the complaint, and cost to prosecute such complaints. The fiscal impact associated with adoption and codification of any non-discrimination ordinance includes the potential for challenges to the ordinance and costs associated with defending any challenge. The fiscal impact of passage of this ordinance after third reading varies between \$250 and \$700 depending on the length of the ordinance. (Shorter ordinances average around \$350 and short franchise ordinances can reach \$700.)

AN ORDINANCE ESTABLISHING CHAPTER 9.26 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING NON-DISCRIMINATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Chapter 9.26 of the Municipal Code of the Town of Jackson, is hereby created to read as follows:

CHAPTER 9.26 ILLEGAL DISCRIMINATION

9.26.010 Legislative findings.

- A. The Town of Jackson ("Town") is composed of and welcomes diverse individuals, groups, and communities;
- B. The Town values this diversity and encourages all residents and visitors to contribute to the commercial life and activities of Jackson, and to the cultural and social life of the Town;
- C. Discrimination and discriminatory practices based on sexual orientation or gender identity or expression inhibit and restrict the economic growth and opportunities of Jackson and its citizens and visitors, as well as the cultural, social and commercial activities and life of the Town;
- D. Discrimination disturbs or jeopardizes the public health, safety and welfare of the Town;
- E. While the vast majority of employers, housing providers, and places of public accommodation within the Town do not discriminate on the basis of actual or perceived sexual orientation and gender identity or expression, the Town has received public testimony and written complaints reporting instances in discrimination.
- F. Although state and federal laws have been enacted to eliminate discrimination in employment, housing, and public accommodations the Town finds that existing state and federal laws do not adequately address all discriminatory acts reported by the Town's diverse residents, including lesbian, gay, bisexual, and transgender individuals that have not attained equal opportunity in housing, public accommodations, and employment. A barrier to the advancement of lesbian, gay, bisexual, and transgender individuals in their personal and professional lives within the Town is the potential discriminatory practices of employers and providers of public accommodations and housing on the basis of actual or perceived sexual orientation and gender identity or expression, and thus the Town deems it necessary to adopt local regulations adapted to the needs of its citizens.
- G. Discrimination on the basis of actual or perceived sexual orientation and gender identity or expression impacts all citizens who may be lesbian, gay, bisexual, or trans gender, because it limits the ability to fully and freely identify themselves as they seek employment, housing and the services and products provided by public accommodations;

H. Discrimination in employment prevents the gainful employment of Town residents, may create breaches of the peace, add burdens upon the public for relief and welfare, and cause citizens, including youth, to seek employment elsewhere;

I. Discrimination in housing makes it difficult for persons addressed in this article to find housing in close proximity to urban services, educational facilities, in price ranges that are within their earning ability, and may cause citizens to seek housing outside the Town;

J. Discrimination in places of public accommodation is economically harmful to a prosperous community and is otherwise detrimental to the welfare and economic growth of the Town and may cause citizens to seek public accommodations outside the Town.

K. Discrimination must be prohibited in order to protect the health, safety and welfare of the Town and to ensure the basic human rights of members of groups that have historically been subject to discrimination, including the right of such group members to live in peace where they wish;

L. Prohibition of discrimination will attract new residents and businesses to the Town, will encourage visitors and tourists to the Town, and is necessary to raise and maximize revenue for the Town;

M. The Town wishes to exercise its powers to the fullest extent allowed by the Constitution and statutes of the State of Wyoming and United States to prohibit and regulate discrimination.

9.26.020 Declaration of policy, purpose and intent.

A. It is declared to be among the civil rights of the people of the Town of Jackson, Wyoming to be free from discrimination in housing, public accommodations and employment, and for it to be contrary to the policy of the Town and unlawful to discriminate against any person because of sexual orientation or gender identity or expression in places of housing, public accommodation and employment. It is also declared to be unlawful to retaliate against any person for making a complaint or assisting in an investigation or proceeding as set forth in this Chapter.

B. Consistent with the findings of the Town Council, it is the intent of the Town of Jackson that no person shall be denied his or her civil rights or discriminated against based upon his or her actual or perceived sexual orientation or gender identity or expression, as more specifically set out in this Chapter.

C. Consistent with the findings of the Town Council, and incorporating those findings, this Chapter is enacted to exercise, to the fullest extent allowed by Wyoming statutes and the Wyoming Constitution, the powers of the Town of Jackson to prohibit such discrimination in order to, without limitation, encourage the economic growth of the Town, raise revenue for the Town for the benefit of its residents, prevent activities that disturb or jeopardize the public health, safety, peace or morality of the Town, provide for the health, safety and welfare of the Town, and to generally encourage the growth and economic expansion of the Town, and the ability of its residents to fully participate in the cultural, social and economic life of the Town.

9.26.030 Definitions.

As used in this Chapter the following definitions apply:

A. **DISCRIMINATION, DISCRIMINATE OR DISCRIMINATORY:** Any act, policy or practice that has the effect of unfavorably subjecting any person to different or separate treatment because of his or her actual or perceived sexual orientation, gender identity or expression, or association with a person or group of people so identified, or on the belief that a person has a particular sexual orientation or gender identity or expression, even if that belief is incorrect.

B. **EMPLOYER:** Any person or entity doing business within the Town of Jackson who employs one (1) or more employees, and any agent of such person or entity including but not limited to local and national property management companies, property managers, rental agents and guest referral companies, for purposes of this Chapter, the term does not include:

1. The United States or any department or agency thereof, a corporation wholly owned by the government of the United States or Indian Tribe;
2. The State of Wyoming or any department or agency thereof, including any political subdivision of the State;
3. a bona fide private membership club (other than a labor organization) which is exempt from taxation under the Internal Revenue Code of 1986; or,
4. a fraternal or religious association or corporation if the association or corporation is neither organized for private profit nor has as its primary purpose the provision of accommodations or services that are available on a non-membership basis.

C. **GENDER IDENTITY OR EXPRESSION:** An actual or perceived gender related identity, expression, or behavior, regardless of the individual's sex at birth.

D. **HOUSING FACILITY OR "HOUSING ACCOMMODATION":** A building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

E. **PERCEIVED:** Refers to the perception of the actor, and not to the perception of the person for or against whom the action is taken.

F. **PERSON:** A natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer of employee of any them.

G. **PUBLIC ACCOMMODATION:** A place, including the Town and its agencies, however organized, offering services, facilities or goods to or soliciting patronage from members of the general public. This includes places of lodging, establishments serving food or drink, auditoriums and other places of public gathering, shopping facilities, medical and other professional service establishments, public transportation facilities, libraries and other professional service establishments, places of entertainment and recreation, daycare centers and other social service establishments.

Public accommodation does not include an institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:

1. It has more than one hundred (100) members, and
2. Provides regular meal service, and
3. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of nonmembers, for the furtherance of trade or business. For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

H. **SEXUAL ORIENTATION:** Actual or perceived heterosexuality, bisexuality, or homosexuality.

Section 9.26.040 Employment discrimination prohibited.

- A. It is a discriminatory or unfair employment practice and shall be unlawful:
- i. For an employer to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation or the terms, conditions or privileges of employment against a person, otherwise qualified, on the basis of sexual orientation or gender identity or expression; and,
 - ii. For a person, an employer, an employment agency, a labor organization, or its employees or members, to discriminate in matters of employment or membership against any person, otherwise qualified, on the basis of sexual orientation or gender identity or expression.

Section 9.26.050 Places of Public Accommodation; Discrimination prohibited.

All persons of good deportment are entitled to the full and equal enjoyment of all public accommodations, including accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public, including Town facilities and services, without any distinction, discrimination or restriction on account of sexual orientation or gender identity or expression.

Section 9.26.060 Housing; Discrimination prohibited.

It shall be unlawful for any person, owner, manager, employee, or any entity whose business includes engaging in any residential real estate related transactions to discriminate on the account of sexual orientation or gender identity or expression in the sale, lease or rental of any housing facility, or to otherwise discriminate in the terms, conditions, maintenance, improvement, or repair of any housing facility. The rental of sleeping rooms in a private residence designed as a single dwelling unit in which the owner also resides is excluded from this section provided that the owner rents no more than two (2) sleeping rooms within the residence.

Section 9.26.070 Other prohibited acts.

- A. No person shall adopt, enforce or employ any policy or requirement, sign or notice which discriminations or indicates discrimination in providing housing, employment or public accommodations.
- B. No person shall discriminate in the publication or distribution of advertising material, information or solicitation regarding housing, employment or public accommodations.
- C. No agent, broker, labor union, employment agency or any other intermediary shall discriminate in making referrals, listings or providing information with regard to housing, employment or public accommodations.

- D. No person shall conspire with, assist or coerce another person to discriminate in any manner prohibited by this Chapter.

Section 9.26.080 Retaliation.

No person shall coerce, threaten, discharge, expel, blacklist, or otherwise retaliate against another person for opposing any practices prohibited by this Chapter, or making a complaint, or assisting in an investigation or proceeding regarding an alleged violation of this Chapter; nor shall any person require, request, conspire with, assist, or coerce another person to coerce, threaten, discharge, expel, blacklist or to retaliate against a person for making a complaint or assisting in an investigation or proceeding.

Section 9.26.090 Discriminatory effects.

No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived sexual orientation or gender identity or expression, for an individual to obtain housing, employment or public accommodations.

Section 9.26.100 Exceptions.

Notwithstanding anything contained in this Chapter, the following practices shall not be violations of this Chapter:

- A. For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to individuals of the denomination involved or to restrict employment opportunities for officers, religious instructors and clergy to individuals of that denomination.
- B. For the owner of an owner-occupied one-family or two-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- C. To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to individuals who are of low income, over 55 years of age or disabled, in circumstances in which such limitations are appropriately designated.
- D. To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment for groups, including, but not limited to, minorities and women, where allowed or required by law.
- E. To refuse to enter a contract with an unemancipated minor.
- F. To refuse to admit to a place of public accommodation serving alcoholic beverages an individual under the legal age for purchasing alcoholic beverages.
- G. To refuse to admit individuals under 18 years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
- H. For an educational institution to limit the use of its facilities to those affiliated with such institution.
- I. To provide discounts on products and services to students, minors and senior citizens.

J. To discriminate in any arrangement for the sharing of a dwelling unit by an individual who is sharing the unit.

K. Nothing herein shall be construed to prohibit any affirmative action laws passed by any level of government. Preferential treatment of or benefits conferred on any of the classes protected from discrimination under this Chapter are permissible to the extent allowed by law.

Section 9.26.110 First Amendment Rights.

This ordinance fully acknowledges all rights guaranteed by the First Amendment of the United States Constitution.

Section 9.26.120 Violation and Remedy.

A. Procedure for Filing Complaints.

1. Any person who claims to have been injured by an unlawful employment practice, an unlawful housing practice or an unlawful public accommodation practice subject to the Town's jurisdiction under this Chapter may file a complaint with the Town Manager or his/her designee. A complaint must be filed within ninety (90) calendar days after an alleged violation under this Chapter has occurred.

2. A complaint must be in writing, made under oath or affirmation, and contain the following information:

- a. The Complainant's name, address, telephone number and signature;
- b. The date the alleged unlawful employment practice, unlawful housing practice or an unlawful public accommodation practice occurred;
- c. A statement of the facts upon which the allegation of an unlawful employment practice, unlawful housing practice or an unlawful public accommodation practice occurred;
- d. The name of the alleged violator, or facts sufficient to identify such person ("Respondent"); and
- e. Whether a complaint concerning this same matter has been filed with another agency and the disposition of said complaint.

3. Upon receipt of the complaint, the Town Manager or his/her designee shall assign such complaint to a person or entity (the "Investigator") with the requisite knowledge, skills and expertise to further investigate the complaint as herein described. Such assignment will be made at the sole discretion of the Town Manager or his/her designee. In the event said complaint involves persons employed by the Town, the Investigator shall be an independent third party. In addition, any remedy provided herein is cumulative with internal disciplinary policies that may apply.

4. Promptly upon receipt of the complaint from the Town Manager or his/her designee, the Investigator shall:

- a. Provide the Respondent written notice that a complaint alleging the commission of an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice has been filed against him/her;
- b. Furnish a copy of the complaint to the Respondent; and
- c. Advise the Respondent of his/her procedural rights and obligations, including the right to file a written, signed, and verified informal answer to the complaint within fifteen (15) calendar days after service of notice of the complaint.

5. Not later than fifteen (15) calendar days after service of the notice and copy of the complaint, a Respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:

- a. The Respondent's name, address, telephone number, and signature of the Respondent or the Respondent's attorney, if any; and
- b. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exemption.

B. Investigation.

1. Upon receipt of the complaint, the Investigator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the Respondent committed an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice.

2. No investigation may commence if, after reviewing the allegations of the complaint, the Investigator determines that the complaint does not come within the scope of this Chapter. Upon determining that a particular complaint does not come within the scope of this Chapter, the Investigator shall dismiss the complaint, notify the Complainant and Respondent and take no further action.

3. In connection with any investigation of a complaint filed under this Chapter, the Investigator shall seek the voluntary cooperation of any person to:

- i. Obtain access to premises, records, documents, individuals, and any other possible source of information;
- ii. Examine, record and copy necessary materials; and
- ii. Take and record testimony or statements of any person reasonably necessary for the furtherance of the investigation.

4. The Investigator may dismiss a complaint during the investigation and prior to referral to the Town Attorney if the Investigator determines that:

- i. The complaint was not filed within the required time period;
- ii. The location of the alleged unlawful employment practice or unlawful housing practice is not within the Town's jurisdiction;
- iii. The alleged unlawful unemployment practice or alleged unlawful housing practice is not a violation of this Chapter;

- iv. The Complainant refuses to cooperate with the Investigator in the investigation of the complaint;
- v. The Complainant cannot be located after the Investigator has performed a reasonable search; or
- vi. A conciliation agreement has been executed by the Complainant and Respondent.

C. Disposition of a Complaint.

1. If, upon completion of an investigation of a complaint, the Investigator determines that an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice has occurred the Investigator shall refer the case to the Town Attorney, who shall determine how best to pursue further action, if any, on the complaint.

2. If the Town Attorney determines that cause exists to find that an unlawful employment practice, unlawful housing practice or unlawful public accommodation practice occurred and the facts are sufficient to warrant the initiation of an action, and the Town Attorney determines that cause exists to pursue a matter in municipal court, then the Town Attorney shall provide written notification to the Respondent and Complainant that an action to enforce this Chapter will be initiated in municipal court.

3. If the Town Attorney determines that no unlawful employment practice, unlawful housing practice or unlawful public accommodation practice occurred or that the facts are insufficient to warrant the initiation of an action in municipal court, the Town Attorney shall provide written notification to the Respondent and Complainant that the complaint will be dismissed.

Section 9.26.130 Violation; Penalties

Any violation of this Chapter shall be an offense punishable by a fine of up to \$750.00 per day per violation.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ____ DAY OF _____, 2018.
PASSED 2ND READING THE ____ DAY OF _____, 2018.
PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandy P. Birdyshaw
Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: June 18, 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. For FY18 we collected a total of \$1,066,481 which is 109.3% of budgeted collections. June 2018 revenue represents collections from April 2018. These amounts are tracked through the Special Revenue Fund for the Lodging Tax.

Sales tax collections for FY2018 ended up 10.5% over last year. Collections were \$872,329 more than budgeted. June 2018 revenue represents collections from April 2018.

Building Inspection Assistance

Just as an FYI, due to a serious family health situation, the budget amendment for FY2018 includes some additional funding to assist with professional services for building inspections. Staff may also need to amend the budget for FY2019 to also address this same issue.

Public Restroom Cleaning

Due to the significant early influx of tourists to the community and the lack of familiarity with accepted U.S. restroom practices, staff will be expending funds to implement an education campaign in this regard. Additional signage explaining and also depicting accepted practices will be installed to assist travelers who may be unsure or unfamiliar with dealing with wastepaper and use of facilities. Cleaning crews have experienced significant and intense cleaning sessions in recent months and the issue needs to be addressed. Additionally, staff will likely be presenting a budget amendment in the FY19 budget to add additional cleanings throughout the day to ensure cleanliness for all visitors utilizing our facilities.

Written Notice of Termination of Agreement for Planning Services

With the acceptance of the Town Manager's report into the record, staff will proceed with providing Teton County a 90 day written notice of Termination of the Agreement for Management and Leadership Services for the Teton County Planning and Development Department pursuant to Article 4 of that agreement dated August 7, 2017. Without termination notice, the agreement would continue through June 30, 2021.