

Jackson Town Council Regular Meeting

February 16, 2021

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/89871256268?pwd=aXZVdFRFWUZha0Z5QnJxV3B4clp3Zz09>

If the link does not work, join at zoom.com with Webinar ID **898 7125 6268** Password: **toj**

or join by phone **1.669.900.9128** with Webinar ID **898 7125 6268** and Passcode **816548**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. COVID Update
 - 2. Employee Introduction: Lisa Ruschill, Shelter Operations Community Service Officer

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Council during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Meeting Minutes:
 - 1. February 1, 2021 regular meeting
- B. Disbursements
- C. Municipal Court Report for January 2021
- D. Aspen Hill Cemetery plots for Jewish Community
- E. Bid 20-21 Award for Spring Street Patching Project
- F. Utility Location Agreement for Cache Creek Tube Diversion at Genevieve Block (P21-005)
- G. Utility Easement at Cache & Broadway for WYDOT (P20-201)
- H. First Amendment to Housing Special Restrictions for 152 Gill Avenue Unit 5
- I. Contract for Government Affairs Liaison

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

- A. Administration

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

1. Retail Liquor License Transfer of Ownership to Whole Foods Market and Annual Renewal (Sandy Birdyshaw)
 2. Annual Renewal of Wyoming Grocer LLC Retail Liquor License (Sandy Birdyshaw) *This item will be withdrawn if the above transfer is approved.*
 3. Annual Renewal of Liquor Licenses (Sandy Birdyshaw)
- B. Planning
1. Item P20-228: Vacation of Lot Line at 355 E Broadway. *This item will be continued to the March 1, 2021 regular meeting.*

VI. RESOLUTIONS

VII. ORDINANCES

- A. **Ordinance V:** An Ordinance Amending and Reenacting Jackson Municipal Code related to Updating Town of Jackson Fees by Resolution (Presented for 1st reading, Larry Pardee)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Teton District Board of Health and the Town's appointed seat
- B. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

FEBRUARY 1, 2021

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Michelle Weber, Zolo, Floren Poliseo, Brian Lenz, Paul Anthony, Tyler Valentine, Kelly Thompson, Johnny Ziem, Darren Brugmann, Tracey Trefren, and Sandy Birdyshaw.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance, provided an update on current COVID levels, recommendations, and mandates, and then introduced new START Supervisor Chris McDonough and new Associate Planner Katelyn Page.

Public Comment. Shane Rothman made comment on uses for all the snow.

Consent Calendar. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to approve the consent calendar including items A-E as presented with the following motions. There was no public comment on the consent calendar.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the January 19, 2021 regular meeting and January 25-26, 2021 special meeting / retreat.
- B. **Disbursements.** To approve the disbursements as presented. 842-Ncpers Group Wyoming \$192.00; Ace Hardware \$886.99; Advanced Glass Trim, Llc \$300.00; Aflac \$2,584.63; Airgas Intermountain Inc. \$117.54; Amerigas \$3,083.45; Architectural Building Supply \$601.20; Badger Daylighting Corp \$2,100.01; Big R Ranch & Home \$135.05; Bliss Cargo \$29.14; BMV Llc \$124.47; Briggs, Eric L \$217.95; Carquest Auto Parts Inc. \$211.02; Chargepoint, Inc \$1,925.00; Christensen, Dustin \$100.00; Commercial Tire-Id Falls \$3,313.79; Community Entry Services \$12,500.00; Community Safety Network \$12,250.00; Control System Technology, Inc. \$8,265.00; Core & Main Lp \$2,400.00; Creative Energies, Llc \$92.07; Delcon Inc \$666.63; Delta Dental Plan Of Wyoming \$9,679.87; Division Of Victim Services \$250.00; DPC Industries, Inc. \$2,077.28; E.R. Office Express \$444.79; Energy Laboratories Inc. \$600.00; Fire Services Of Idaho \$45.00; Flowmark/High Tech Companies \$656.96; Geittmann Larson Swift Llp \$975.00; Gillig Llc \$512.52; High Country Linen \$762.43; Hokanson, Donny \$155.00; Huffman, John \$1,122.66; Idaho Traffic Safety, Inc. \$600.00; Idexx Distribution, Inc. \$312.53; Immigrant Hope \$1,250.00; Interstate Battery \$572.81; Jackson Animal Hospital \$70.46; Jackson Curbside Inc. \$985.00; Jackson Hole Community Counsel \$25,750.00; Jackson Hole Law, Pc \$1,501.60; Jackson Hole News & Guide \$2,141.64; Jackson Lumber Inc \$27.65; Jh Tint \$660.00; Jorgensen Associates, Pc \$12,065.00; KellerStrass Enterprises, Inc \$20,200.53; Kenworth Sales Company Dept #1 \$34.08; Lenz, Brian \$275.00; Lewis, Vernon \$155.00; Lincoln National Life \$7,033.65; Macy's Services \$217.50; Marchelya, Mike \$50.00; Marquina, Francisca \$50.00; Mccarthy, Mary \$500.00; Miller Sanitation \$2,646.00; Mitchell, Judith \$155.00; Mobility Forefront Llc \$35,000.00; MSC Industrial Supply Co \$266.21; Napa Auto Parts Inc. \$444.02; Nelson Engineering \$3,301.75; Northworks \$350.00; On Sight Land Surveyors Inc. \$1,080.51; One Call Of Wyoming \$102.00; Premier Truck- Salt Lake City \$9,134.49; Raftelis \$6,250.00; Rafter J Improv/Serv Dist \$146.43; Ranch Inn \$200.00; Ron's Towing \$1,200.00; Safetech Inc \$20,340.00; Sanchez-Nieto, Benjamin \$1,000.00; Shervin's Independent Oil \$102.00; Silver Creek Supply \$227.41; Snake River Roasting \$225.74; Solv Business Solutions-Safeguard \$222.00; Specialty Construction Supply \$107.50; Spencer, Patrick \$2,490.00; Symbolarts, Llc \$1,329.00; Teton County Clerk \$20,991.75; Teton County Housing Authority \$288,097.20; Teton County Integrated Solid Waste/Recy \$309.00; Teton County Sheriff-Dispatch \$36,144.02; Teton County Sheriff's-Jail \$432.00; Teton County Systems Of Care \$100.00; Teton County-Fund 13 \$107,600.21; Teton Motors Inc \$2,283.39; Teton Tools Llc \$196.75; Thompson Palmer & Associates \$35,000.00; Valley West Engineering, Pc \$17,702.50; Vinci Law Office Llc \$252.13; Visa \$22,120.23; Vision Service Plan - (Wy) \$1,746.19; Watts Steam Store Rocky Mt. Inc \$250.00; Westbank Sanitation \$1,657.46; Western State \$930.88; White Glove Cleaning, Inc. \$3,347.42; Wrench It Plumbing & Heating Inc \$964.58; Wy Child Support Enforcement \$146.76; Wy Dept Of Environmental Quality \$400.00; Wyoming Department Of Employm \$673.05; Wyoming Department Of Health \$240.00; Wyoming Law Enforcement \$100.00; Wyoming Taxpayers Assoc. \$195.00; Wy-Test \$1,170.00; Yellow Iron Excavation, Llc \$70.00.
- C. **Sewer Easement at 545-555 Cache Creek Drive.** To approve the perpetual Sanitary Sewer Easements with two property owners: David L. Vandenberg at 545 Cache Creek Drive and Moonrise Investments LLC at 555 Cache Creek Drive and upon approval by the Town Attorney

and Town Engineer authorize the Mayor to execute all necessary agreements and include this payment in the next budget amendment for FY21.

- D. **Sewer Easement at 650 S Glenwood.** To approve the perpetual Sanitary Sewer Easement with property-owner, Base Camp, LLC, and upon approval by the Town Attorney and Town Engineer authorize the Mayor to execute all necessary agreements.
- E. **Bid #20-19 Award for Cache Creek Sewer Replacement.** To approve the award of the contract for the Cache Creek Sewer Project (ToJ Project 20-19) to Westwood Curtis Construction in the amount of \$614,550, authorizing funding for construction and construction administration for the project, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contracts.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Restaurant Liquor License Transfer of Ownership to BL Restaurant LLC. Sandy Birdyshaw made staff comment. The Mayor opened a public hearing to hear protest against the issuance of this liquor license. There was no public comment. The Mayor closed the public hearing.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Arne Jorgensen and seconded by Jim Rooks to approve the transfer and issuance of a restaurant liquor license to BL Restaurant LLC dba The Blue Lion for the license year ending March 31, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the condition of approval has been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

1. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item P20-166: Subdivision Plat at 808 Upper Redmond. Paul Anthony made staff comment. There was no public comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P20-166, a motion was made by Arne Jorgensen and seconded by Jessica Chambers 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, to approve a Subdivision Plat for a 2-lot subdivision at the property addressed at 808 Upper Redmond Road subject to the departmental reviews attached hereto, this staff report dated February 1, 2021, and the following two 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 in the 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. Park and School Exactions shall be paid at the time of plat recording.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item P20-185: Sketch Plan at 1675 Berger Lane. Tyler Valentine made staff comment. Johnny Ziem made comment on Gregory Lane improvements. Scott Zabriskie made comment on behalf of the applicant. There was no public comment.

Based upon the findings as presented in the staff report and made by the applicant for a Sketch Plan (Item P20-185), a motion was made by Jessica Chambers and seconded by Arne Jorgensen to make findings 1-5 in Section 8.3.1.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with relevant LDRs & Town Ordinances; 5) Conformance with past permits & approvals, and to approve a Sketch Plan for a two-phased development for the property located at 1675 Berger Lane, subject to the departmental reviews and the following conditions:

1. At the time of Building Permit submittal the applicant shall provide a bond for 125% of the cost of landscaping.
2. The applicant shall submit a building permit for Phase I within 3 years of Development Plan approval. Upon completion (i.e. Certificate of Occupancy/Completion) of Phase 1, a building permit for Phase II shall be submitted within 3 years.

3. As part of the Development Plan submittal the applicant shall provide the livability checklist for the proposed deed restricted units.
Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Resolution #21-04: A Resolution Adopting FY21 Budget Amendment #2. Kelly Thompson made staff comment.

A motion was made by Jessica Chambers and seconded by Arne Jorgensen to approve Resolution 21-04 adopting amendments to the Fiscal Year 2021 Budget.

RESOLUTION 21-04: A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2021 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 2021 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	325,266	-	325,266
Town Attorney	323,389	(650)	322,739
Municipal Judge	248,390	650	249,040
Administration	278,632	-	278,632
Town Clerk & Personnel	611,552	-	611,552
Finance	587,802	-	587,802
Community Development	436,097	-	436,097
Information Technology	550,258	-	550,258
Planning	980,928	(250,000)	730,928
Town-Wide Services	226,491	52,558	279,049
Town Facilities	605,209	100,000	705,209
Police - Administration	512,545	8,433	520,978
Police - Investigations	362,312	(2,000)	360,312
Police - Patrol	2,870,361	-	2,870,361
Police - Community Service	405,508	-	405,508
Police - Special Operations	19,394	-	19,394
Victim Services	280,620	-	280,620
Animal Shelter/Control	254,356	-	254,356
Building Inspections	359,887	-	359,887
Public Works Administration	301,810	-	301,810
Streets	1,201,488	23,170	1,224,658
Engineering	387,905	-	387,905
Yard Operations	30,197	-	30,197
Cemetery	15,267	-	15,267
Social Services	855,452	-	855,452
Community Initiatives	221,476	-	221,476
County-Budgeted Joint Programs	3,498,452	-	3,498,452
Transfers Out	1,125,200	400,000	1,525,200
Total General Fund	17,876,244	332,161	18,208,405
Affordable Housing	276,901	346,708	623,609
Total Affordable Housing Fund	276,901	346,708	623,609
Parking Exactions	-	25,000	25,000
Total Parking Exactions Fund	-	25,000	25,000
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing	661,155	-	661,155
Total Employee Housing Fund	661,155	-	661,155
Animal Care	55,000	-	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	90,000	-	90,000
Lodging Tax	-	-	-
Transfers Out	334,224	-	334,224
Total Lodging Tax Fund	334,224	-	334,224

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
START Administration	863,087	10,000	873,087
START Operations	3,598,940	513,532	4,112,472
START Capital	7,893,250	22,401	7,915,651
START Indirect Cost Allocations	80,307	-	80,307
Total START Fund Expenditures	12,435,584	545,933	12,981,517
Capital Outlay	3,927,024	25,000	3,952,024
Transfers Out	150,000	-	150,000
Total Capital Projects Fund	4,077,024	25,000	4,102,024
Capital Outlay	105,133	-	105,133
Total 2006 SPET	105,133	-	105,133
Capital Outlay	199,707	(33,847)	165,860
Total 2010 SPET	199,707	(33,847)	165,860
Capital Outlay	239,967	-	239,967
Total 2014 SPET	239,967	-	239,967
Capital Outlay	29,750	-	29,750
Total 2016 SPET	29,750	-	29,750
Capital Outlay	822,369	-	822,369
Total 2017 SPET	822,369	-	822,369
Capital Outlay	-	275,000	275,000
Total 2019 SPET	-	275,000	275,000
Water Maintenance & Operation	834,371	33,000	867,371
Water Wells	289,321	-	289,321
Water Billing & Accounting	184,396	-	184,396
Water Capital Outlay & Improvements	563,073	-	563,073
Water Debt Service	108,220	-	108,220
Water Transfers Out	444,850	-	444,850
Sewage Plant Operations	963,756	33,000	996,756
Sewage Maint. & Operations	340,567	-	340,567
Sewage Billing & Accounting	169,285	-	169,285
Sewage Capital Outlay & Improvements	1,519,092	52,031	1,571,123
Sewage Transfers Out	444,850	-	444,850
Total Enterprise Funds	5,861,781	118,031	5,979,812
Employee Insurance	2,692,185	-	2,692,185
Total Insurance Fund	2,692,185	-	2,692,185
Fleet Expenditures	1,947,383	-	1,947,383
Total Fleet Management Fund	1,947,383	-	1,947,383
Central Equipment Expenses	108,252	-	108,252
Total Central Equipment Fund	108,252	-	108,252
IT Services	1,031,561	6,000	1,037,561
Total IT Service Fund	1,031,561	6,000	1,037,561
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	3,916,329	-	3,916,329
Licenses & Permits	996,540	-	996,540
Intergovernmental Revenue	5,436,074	(200,000)	5,236,074
Charges for Services	668,247	-	668,247
Fines & Forfeitures	327,500	-	327,500
Miscellaneous Revenue	350,479	322,909	673,388
Transfers In	1,005,007	-	1,005,007
Total General Fund	12,700,176	122,909	12,823,085
Licenses & Permits	250,000	-	250,000
Intergovernmental Revenue	-	72,000	72,000
Miscellaneous Revenue	20,000	-	20,000
Transfers In	276,901	-	276,901
Total Affordable Housing Fund	546,901	72,000	618,901
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	-	-	-
Total Parking Exactions Fund	65,500	-	65,500
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	3,900	-	3,900
Total Park Exactions Fund	13,900	-	13,900

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	431,160	-	431,160
Transfers In	112,026	100,000	212,026
Total Employee Housing Fund	543,186	100,000	643,186
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	334,124	-	334,124
Miscellaneous Revenue	100	-	100
Total Lodging Tax Fund	334,224	-	334,224
Intergovernmental Revenue	9,517,158	1,426,063	10,943,221
Charges for Services	1,176,437	(220,621)	955,816
Miscellaneous Revenue	13,000	-	13,000
Transfers In	420,497	-	420,497
Total START Fund Revenues	11,127,092	1,205,442	12,332,534
Intergovernmental	1,453,581	-	1,453,581
Miscellaneous Revenue	298,368	-	298,368
Transfers In	322,500	-	322,500
Total Capital Projects Fund	2,074,449	-	2,074,449
Miscellaneous Revenue	4,400	-	4,400
Total 2006 SPET	4,400	-	4,400
Intergovernmental	-	94,199	94,199
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	6,000	94,199	100,199
Miscellaneous	55,900	-	55,900
Total 2014 SPET	55,900	-	55,900
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Miscellaneous	6,500	-	6,500
Total 2017 SPET	6,500	-	6,500
Taxes	2,221,566	-	2,221,566
Miscellaneous	3,500	-	3,500
Total 2019 SPET	2,225,066	-	2,225,066
Water Intergovernmental	-	101,250	101,250
Water Charges for Services	2,370,617	-	2,370,617
Water Miscellaneous	79,720	-	79,720
Water Transfers In	75,000	-	75,000
Sewage Charges for Services	2,516,658	-	2,516,658
Sewage Miscellaneous	70,800	-	70,800
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,187,795	101,250	5,289,045
Charges for Services	1,806,127	-	1,806,127
Miscellaneous Revenue	37,000	-	37,000
Transfers In	450,000	200,000	650,000
Total Employee Insurance Fund	2,293,127	200,000	2,493,127
Charges for Services	1,574,446	-	1,574,446
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	1,575,046	-	1,575,046
Miscellaneous Revenue	25,700	-	25,700
Transfers In	200,000	100,000	300,000
Total Central Equipment Fund	225,700	100,000	325,700
Charges for Services	820,643	-	820,643
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	821,643	-	821,643

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(5,176,068)	(209,252)	(5,385,320)
Affordable Housing	270,000	(274,708)	(4,708)
Parking Exactions Fund	65,500	(25,000)	40,500
Park Exactions Fund	13,900	-	13,900
Employee Housing Fund	(117,969)	100,000	(17,969)
Animal Care Fund	(29,800)	-	(29,800)
Lodging Tax Fund	-	-	-
Start Fund	(1,308,492)	659,509	(648,983)
Capital Projects	(2,002,575)	(25,000)	(2,027,575)
2006 SPET	(100,733)	-	(100,733)
2010 SPET	(193,707)	128,046	(65,661)
2014 SPET	(184,067)	-	(184,067)
2016 SPET	(24,350)	-	(24,350)
2017 SPET	(815,869)	-	(815,869)
2019 SPET	2,225,066	(275,000)	1,950,066
Enterprise Funds	(673,986)	(16,781)	(690,767)
Employee Insurance Fund	(399,058)	200,000	(199,058)
Fleet Management Fund	(372,337)	-	(372,337)
Central Equipment Fund	117,448	100,000	217,448
IT Services Fund	(209,918)	(6,000)	(215,918)

PASSED, APPROVED, AND ADOPTED this 1st day of February 2021.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Resolution #21-05: A Resolution Supporting Creation of a Sexual Assault Response Team “SART”. Michelle Weber made staff comment.

Public comment was given by Adrian Croke in support and Tracey Trefren from Victim Services.

A motion was made by Jessica Chambers and seconded by Jonathan Schechter to approve Resolution 21-05, a resolution of support for the Sexual Assault Response Team.

RESOLUTION 21-05: RESOLUTION OF SUPPORT FOR SEXUAL ASSAULT RESPONSE TEAM.

WHEREAS, each and every day sexual violence and sexual assault impacts all persons in the United States of America, the State of Wyoming, including our community of Teton County, and in the Town of Jackson; and

WHEREAS, in the United States of America, someone is sexually assaulted every 73 seconds, and every 9 minutes that victim of sexual assault is a child; and

WHEREAS, approximately 60,000 children a year are victims of substantiated or indicated sexual abuse; and

WHEREAS, 1 out of every 6 American women have been the victim of an attempted or completed rape in their lifetime, and 1 in 33 American men have experienced an attempted or completed sexual assault in their lifetime; and

WHEREAS, the majority of sexual assaults against women, children, or men, occur at or near the victim's home; and

WHEREAS, Teton County Victim Services is funded in part by the Wyoming Attorney General's Office, Division of Victim Services, and serves as advocates for victims of adults and children in Teton County, Wyoming, and in the Town of Jackson, and during the year 2020 was contacted by approximately 619 victims and survivors (adults and children) and has provided vast services from advocacy, to assistance with compensation, protection orders, and impact statements, of which over one-third of all reported alleged crimes stem from physical and sexual assault, domestic violence, and stalking; and

WHEREAS, the Community Safety Network is a nonprofit organization whose primary purpose is to provide shelter and advocacy to adult survivors and victims of domestic violence, sexual assault, and stalking in an effort to ensure an individual's safety and hope for living a life free from violence, and who acknowledges victimization involves violent sexual assault or rape in the perpetuation of a domestic violence act, and the advocates from the Community Safety Network offer shelter, support, advocacy, safety planning, and other services to survivors of sexual assault; and

WHEREAS, our community's law enforcement officials, including the Teton County Sheriff's Office, the Jackson Police Department, and the Teton County and Prosecuting Attorney's Office, are committed to continuing the education of their staff on the benefits of trauma informed responses and victim-centered investigations regarding sexual assault cases, to better equip law enforcement with the tools to listen and understand victims and survivors of sexual assault, rape, and stalking, and whereby law enforcement commits to strong communication with victims and survivors, the

sexual assault response nurses at St. John's Health, their advocates and partners with the Teton County Victim Services and the Community Safety Network, when investigating and making decisions about whether to prosecute sexual assault cases against individuals who have allegedly perpetrated violent sexual crimes against women, men, and children in our community; and

WHEREAS, knowing that sexual assault and crimes of sexual violence perpetrated against adults and children is vastly underreported in the State of Wyoming, including Teton County and the Town of Jackson; and,

WHEREAS, in Wyoming on a given day, almost 300 victims are served; over 100 adult and child victims found refuge in emergency shelters or transitional housing; almost 150 adult and child victims received non-residential assistance and services, including counseling, legal advocacy and children's support groups; and

WHEREAS, in Teton County, Wyoming, including the Town of Jackson, a Sexual Assault Response Team has formed consisting of advocates from the Teton County Victim Services, advocates from the Community Safety Network, the Sheriff and investigators from the Teton County Sheriff's Office, the Chief of Police and investigators from the Jackson Police Department, sexual assault nurse examiners from St. John's Health, and the Teton County and Prosecuting Attorney, in an effort to meet and coordinate our community and agency responses among Teton County Victim Services and the Community Safety Network to better serve victims and survivors of sexual assault, rape, or stalking; and

NOW, THEREFORE, having duly met at a regular meeting and considered the matter, the Town Council of the Town of Jackson, does hereby recognize and support the efforts of the Sexual Assault Response Team in Teton County, Wyoming, and the Town of Jackson, and commits to continue to work towards implementing and achieving better processes, services, and supports to victims and survivors of sexual assault in our community.

PASSED, APPROVED, AND ADOPTED this 1st day of February 2021.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Resolution #21-06: A Resolution Adding Downtown Design Overlay and Historic Preservation Design Guidelines to the Town Design Guidelines. Paul Anthony made staff comment. Public comment was given by Robbin Levy Mommsen. Paul Anthony made additional staff comment followed by Council discussion.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Resolution 21-06, adding the Downtown Design Overlay and Historic Preservation Design Guidelines to the Town Design Guidelines.

RESOLUTION 21-06: A RESOLUTION REGARDING DOWNTOWN DESIGN OVERLAY AND HISTORIC PRESERVATION DESIGN GUIDELINES.

WHEREAS, the Jackson / Teton County Comprehensive Plan provides policies and strategies to promote western character in the Town Square area, including Policy 4.2.e Protect the image and function of the Town Square and the statement that "Preserving the existing western character and heritage found in the buildings and public spaces in [District 1: Town Square] will be key to maintaining the existing character."

WHEREAS, the Jackson / Teton County Comprehensive Plan provides policies and strategies to promote historic preservation, including Policy 4.5.a Identify and preserve historically significant structures and sites; Policy 4.5.b: Support the Historic Preservation Board; and Policy 4.5.c: Enhance historic preservation education, outreach, and awareness.

WHEREAS, in order to implement these Comprehensive Plan policies, the Town engaged in an extensive public process during 2019 and 2020 to update the Town of Jackson Land Development Regulations to establish standards, incentives, guidelines, and procedures related to the preservation of community character and historic structures. More specifically, based on extensive public comment, the Town established a Downtown Design Overlay and a Jackson Historic Register, both of which include associated architectural design guidelines to ensure that new structures and additions to existing structures are done according to clear guidelines that will help to protect the community's heritage that is central to the Town's economic sustainability and identity as a small, western town.

WHEREAS, on October 19, 2020, the Town Council approved the update to the Town Land Development Regulations related to Town Square zoning and historic preservation, including the Downtown Design Overlay Design Guidelines and Historic Preservation Design Guidelines, that will be added as an Appendix A to the existing Town Design Guidelines, originally adopted by Resolution No. 04-02.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on February 1, 2021, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

The Jackson Town Council approves adding Appendix A: Jackson Downtown Design Overlay and Historic Preservation Design Guidelines to the Town Design Guidelines.

PASSED, APPROVED, AND ADOPTED this 1st day of February 2021.

Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinances. A motion was made by Arne Jorgensen and seconded by Jessica Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance M: An Ordinance Adding Jackson Land Development Regulations Division 5.9 Preservation of Historic Resources.

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND ARTICLE 5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING PRESERVATION OF HISTORIC PROPERTIES AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance M at third reading and designate it Ordinance 1272. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance N: An Ordinance Amending and Reenacting Jackson Land Development Regulations Related to the Historic Preservation Program.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1199, 1197, 1196, 1154; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 1.9.2, 2.2.13.E, 4.5, 5.8.1, 5.8.2, 8.2.6.C, 8.8.1 AND 8.10.4 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING HISTORIC PROPERTY PHYSICAL DEVELOPMENT, APPEARANCE AND SITING 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:

Paul Anthony made staff comment. Public comment was given by Robbin Levy Mommsen and Michael Kudar.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Ordinance N at third reading and designate it Ordinance 1273. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance O: An Ordinance Adding Jackson Land Development Regulations Section 8.5.6, 8.5.7, and 8.5.8 to Establish Historic Preservation Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1165; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 8.5 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE PROCESS FOR HISTORIC BUILDING DESIGNATION AND ALTERATIONS TO HISTORIC BUILDINGS REGISTERED AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance O at third reading and designate it Ordinance 1274. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance P: An Ordinance Amending and Reenacting Jackson Land Development Regulation Section 6.3.2 Regarding Housing Mitigation for Historic Properties.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1196; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND

SECTION 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING HOUSING MITIGATION FOR HISTORIC PROPERTIES AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance P at third reading and designate it Ordinance 1275. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance Q: An Ordinance Amending and Reenacting Jackson Land Development Regulation Division 8.10 Regarding Duties and Responsibilities of the Teton County Historic Preservation Board.

AN ORDINANCE AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1165 AND 1196; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE DUTIES AND RESPONSIBILITIES OF THE TETON COUNTY HISTORIC PRESERVATION BOARD AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Ordinance Q at third reading and designate it Ordinance 1276. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance R: An Ordinance Amending and Reenacting Jackson Land Development Regulation Division 9.5 Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1198, 1197, 1155, 1136, 1128, 1097; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND DIVISION 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance R at third reading and designate it Ordinance 1277. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance S: An Ordinance Amending and Reenacting Jackson Land Development Regulations Section 2.2 and 2.3 Regarding Development and Standards in the Downtown Core, Urban Commercial, and Town Square Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1136, 1149, 1196, 1159, 1197, 1198, 1209, 1218, 1222, AND 1197; AND SECTIONS 2.3.1, 2.3.2, 2.2.14, 2.2.15, 2.2.16, 2.2.17 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEVELOPMENT REGULATIONS AND STANDARDS FOR PROPERTIES IN THE DOWNTOWN CORE, URBAN COMMERCIAL AND TOWN SQUARE ZONES AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Ordinance S at third reading and designate it Ordinance 1278. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance T: An Ordinance Amending and Reenacting Jackson Municipal Code Section 15.38.020 Regarding Historic Buildings.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NO. 888 AND SECTION 15.38.020 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HISTORIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve Ordinance T at third reading and designate it Ordinance 1279. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Matters from Mayor and Council. Liquor License Application Process. Arne Jorgensen discussed opening the process to accept applications for the retail and bar & grill liquor licenses in the Town’s possession. Discussion was held on reviewing proposals from staff on the process and timeline, the population formula for allocation, developing a criteria-based process to inform the community on how determinations are made, license fees, and getting the licenses in use to generate revenue. Lea Colasuonno, Roxanne Robinson and Sandy Birdyshaw made staff comment.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to bring back to the Council, at a date to be determined by staff, recommendations to open-up applications for the available retail, as well as, bar & grill licenses and that process should have definable criteria, at a schedule that would have review of these by the Council at the conclusion of our budget process. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Council’s Board and Liaison Assignments. Roxanne Robinson made staff comment. The Council held discussion on the purpose of a liaison assignment and discussing this further at a workshop.

Council Updates. Jessica Chambers discussed the community COVID updates that have been hosted by the Town and possibly shifting them to public health. Lea Colasuonno and Carl Pelletier made staff comment.

A motion was made by Jessica Chambers and seconded by Arne Jorgensen to direct staff upon the conclusion of our current schedule of COVID community updates to engage with the Teton County Public Health Department and Teton County Health Officer to establish a recurring community public health update with a focus on public health information and dissemination.

Further discussion was held. Mayor Morton Levinson called for the vote. The vote showed 2-3, with Chambers & Jorgenson in favor, and Levinson, Rooks, and Schechter opposed. The motion failed.

Town Manager’s Report. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on January Sales and Lodging Tax, the proposed meetings schedule to review the FY2022 budget, and a paid parking bid solicitation RFP. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 8:52 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	726935	PD - cabinets	01/20/2021	7.49	.00	
51	ACE HARDWARE	727144	Miller Park RR - Front door hinge	01/21/2021	36.22	.00	
51	ACE HARDWARE	727159	Police Dept - drawer locks	01/21/2021	.20	.00	
51	ACE HARDWARE	727254	Miller Park RR - door repair	01/22/2021	13.18	.00	
51	ACE HARDWARE	727431	Cleaning check-in notepad hanger	01/25/2021	14.99	.00	
51	ACE HARDWARE	727523	Ely Springs Well - generator flue s	01/26/2021	32.44	.00	
51	ACE HARDWARE	727699	light switch for well house	01/27/2021	4.49	.00	
51	ACE HARDWARE	727906	START - carpet repair	01/29/2021	32.97	.00	
51	ACE HARDWARE	727907	Maint. Garage Air Compressor Fitt	01/29/2021	153.29	.00	
51	ACE HARDWARE	728007	PD - cabinets	01/31/2021	1.19	.00	
51	ACE HARDWARE	728219	Vert. Harvest - temp. roof drain m	02/02/2021	149.74	.00	
51	ACE HARDWARE	728373	WWTP - Office Window - thermal	02/03/2021	30.96	.00	
Total 51:					477.16	.00	
3596	ADVANCED GLASS TRIM, LLC	20554	WINDSHIELD FOR SO	01/14/2021	310.00	.00	
3596	ADVANCED GLASS TRIM, LLC	20602	WINDSHIELD FOR PD	01/26/2021	280.00	.00	
Total 3596:					590.00	.00	
3530	AMSOIL INC	19601571 RI	TOTE OF OIL FOR SHOP	02/10/2021	7,240.86	.00	
Total 3530:					7,240.86	.00	
6575	APEX SAGE INC	020321	Demo work	02/03/2021	5,059.00	.00	
Total 6575:					5,059.00	.00	
3754	AYLING, ALEX	012621	Boots	01/26/2021	92.05	.00	
Total 3754:					92.05	.00	
6790	BARNHART, TORI	011321	DOT Physical Reimbursement	01/13/2021	155.00	.00	
Total 6790:					155.00	.00	
4920	BEST BEST & KRIEGER	896190	Wireless Services	01/25/2021	1,022.00	.00	
4920	BEST BEST & KRIEGER	896631	Wireless	02/03/2021	96.00	.00	
4920	BEST BEST & KRIEGER	896632	Wireless Franchise Services	02/03/2021	146.00	.00	
Total 4920:					1,264.00	.00	
4774	BIG R RANCH & HOME	1484252	batterys and ties downs	12/29/2020	20.97	.00	
Total 4774:					20.97	.00	
1560	BLUE SPRUCE CLEANERS,INC	020121	Alterations Foster and Dry Cleani	02/01/2021	99.50	.00	
Total 1560:					99.50	.00	
2850	BMV LLC	6360	ship samples	02/02/2021	67.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2850:					67.72	.00	
5	CARQUEST AUTO PARTS INC.	6090-510855	WRENCHES FOR SHOP	01/16/2021	27.06	.00	
5	CARQUEST AUTO PARTS INC.	6090-511131	WRENCHES FOR SHOP	01/29/2021	29.66	.00	
5	CARQUEST AUTO PARTS INC.	6090-511289	HUB ASSEMBLY FOR PD	01/20/2021	124.96	.00	
5	CARQUEST AUTO PARTS INC.	6090-511412	CREDIT	01/21/2021	124.96-	.00	
5	CARQUEST AUTO PARTS INC.	6090-511508	BRAKES FOR PD	01/22/2021	64.98	.00	
5	CARQUEST AUTO PARTS INC.	6090-511936	Battery charger	01/26/2021	51.02	.00	
5	CARQUEST AUTO PARTS INC.	6090-512018	CREDIT	01/27/2021	64.98-	.00	
Total 5:					107.74	.00	
5322	CHARGEPOINT, INC	IN92662	Town Square - vehicle charger rep	01/22/2021	766.00	.00	
Total 5322:					766.00	.00	
5967	CITY OF DRIGGS	BBSTART2021	cleaning cost for bus barn	02/01/2021	53.25	.00	
5967	CITY OF DRIGGS	BBSTART2021	fall river electric for bus barn	02/01/2021	841.02	.00	
5967	CITY OF DRIGGS	BBSTART2021	water/sewer for bus barn	02/01/2021	44.55	.00	
5967	CITY OF DRIGGS	BBSTART2021	Bus barn rent 2021 February	02/01/2021	1,278.00	.00	
5967	CITY OF DRIGGS	BBSTART2021	January 2021 rent	12/29/2020	1,278.00	.00	
5967	CITY OF DRIGGS	BBSTART2021	water/sewer	12/29/2020	46.56	.00	
5967	CITY OF DRIGGS	BBSTART2021	cleaning cost	12/29/2020	42.60	.00	
5967	CITY OF DRIGGS	BBSTART2021	snow plowing	12/29/2020	102.06	.00	
5967	CITY OF DRIGGS	BBSTART2021	electric	12/29/2020	714.96	.00	
Total 5967:					4,401.00	.00	
50	CMI - TECO	50141	HYD PUMP FOR SANDER	01/27/2021	862.12	.00	
Total 50:					862.12	.00	
6777	Command Ballistics, inc.	1222205A	9mm duty ammo	12/22/2020	474.06	.00	
Total 6777:					474.06	.00	
4292	Commercial Tire-ID Falls	129633C	INVOICE PAID TWICE TAKING A	11/23/2020	1,757.70-	.00	
Total 4292:					1,757.70-	.00	
260	COMMUNITY SAFETY NETWORK	020821	ANNUAL CONTRACT	02/08/2021	3,062.50	.00	
Total 260:					3,062.50	.00	
611	CUMMINS ROCKY MOUNTAIN L	60-14992	Spruce Pump House generator ye	11/09/2020	674.25	.00	
Total 611:					674.25	.00	
6124	DAVID STUBBS	210129	Photos of Town Council Members	01/29/2021	400.00	.00	
Total 6124:					400.00	.00	
4918	DEAN'S PEST CONTROL LLC	58302	WWTP - pest control	01/15/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	58586	Start - pest control	01/05/2021	100.00	.00	
Total 4918:					200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
65	DELCON INC	23451	Public Works - Admin-1 Bldg - furn	12/31/2020	1,571.95	.00	
Total 65:					1,571.95	.00	
2175	DIVISION OF VICTIM SERVICES	020121	VICTIM surcharge	02/01/2021	150.00	.00	
Total 2175:					150.00	.00	
3408	E.R. OFFICE EXPRESS	17060	Mayor signature stamp	01/26/2021	19.99	.00	
3408	E.R. OFFICE EXPRESS	17063	1099 Forms	01/26/2021	441.30	.00	
3408	E.R. OFFICE EXPRESS	17083	1099 NEC FORMS	01/29/2021	103.16	.00	
3408	E.R. OFFICE EXPRESS	17097	Office Paper	02/02/2021	89.89	.00	
Total 3408:					654.34	.00	
1134	ENERGY LABORATORIES INC.	370310	weekly water testing WWTP	01/20/2021	114.00	.00	
1134	ENERGY LABORATORIES INC.	371366	weekly WWTP water testing	01/25/2021	302.00	.00	
Total 1134:					416.00	.00	
3885	EVIDENT	176463A	Evidence supplies	01/25/2021	90.30	.00	
Total 3885:					90.30	.00	
3195	FERGUSON ENTERPRISES, IN	8984787	SK Housing - shower head repair	01/29/2021	39.25	.00	
Total 3195:					39.25	.00	
4294	FIRE SERVICES OF IDAHO	8515790	Parking Garage - fire sprinkler rep	01/22/2021	938.80	.00	
Total 4294:					938.80	.00	
668	FREEDOM MAILING SERVICE I	39872	billing process	02/02/2021	904.01	.00	
668	FREEDOM MAILING SERVICE I	39872	Billing process	02/02/2021	904.01	.00	
Total 668:					1,808.02	.00	
1022	GALLS INC.	016417091	CSO UNIFORMS	09/04/2020	420.42	.00	
1022	GALLS INC.	016524432	PATROL UNIFORMS	09/21/2020	63.50	.00	
Total 1022:					483.92	.00	
6797	GARCIA-RODRIGUEZ, JOSE	020321	REFUND BAIL 20-12-0393	02/03/2021	740.00	740.00	02/03/2021
Total 6797:					740.00	740.00	
4212	GILLIG LLC	40768220	FAN BELTS FOR GILLIG BUSES	01/14/2021	293.76	.00	
4212	GILLIG LLC	40768221	FAN SHAFTS FOR BUS 253	01/14/2021	233.02	.00	
4212	GILLIG LLC	40768701	ARMREST FOR BUS 211	01/15/2021	105.79	.00	
4212	GILLIG LLC	40770070	WINDOW ASM FOR BUS 272	01/20/2021	2,032.66	.00	
4212	GILLIG LLC	40770609	DEF GAUGE FOR INVENTORY	01/21/2021	49.90	.00	
4212	GILLIG LLC	40771869	HI TEMP SWITCH FOR BUS 278	01/26/2021	75.98	.00	
4212	GILLIG LLC	40771870	TEMP SENDER	01/26/2021	32.60	.00	
4212	GILLIG LLC	40772823	LEVEL SENSOR FOR BUS 211	01/28/2021	83.85	.00	
Total 4212:					2,907.56	.00	
1609	GRAINGER	9784185309	belts and compressor oil	01/25/2021	14.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1609:					14.04	.00	
473	GREENWOOD MAPPING INC.	100220	GIS Support	10/02/2020	585.00	.00	
Total 473:					585.00	.00	
5044	H&R ENTERPRISES	499	Uniform Hats	01/10/2021	1,105.64	.00	
Total 5044:					1,105.64	.00	
829	HEINER, ROBERT	020121	SAFETY BOOTS	02/01/2021	100.00	.00	
Total 829:					100.00	.00	
96	HIGH COUNTRY LINEN	0229419	laundry, towels, gloves	12/23/2020	97.20	.00	
96	HIGH COUNTRY LINEN	0230021	Town Hall - Dec. 28th - 23 floor m	12/28/2020	290.40	.00	
96	HIGH COUNTRY LINEN	0232831	sewer UNIFORM CLEANING	01/14/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0232831	wWTP	01/14/2021	29.85	.00	
96	HIGH COUNTRY LINEN	0232831	laundry bags, towels, mats, enviro	01/14/2021	127.68	.00	
96	HIGH COUNTRY LINEN	0232831	street - uniform cleaning	01/14/2021	48.51	.00	
96	HIGH COUNTRY LINEN	0232831	sewer collections - uniform clean	01/14/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0232831	fleet - uniform cleaning	01/14/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0232831	water - uniform cleaning	01/14/2021	19.39	.00	
96	HIGH COUNTRY LINEN	0232831	admin - uniform cleaning	01/14/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0233882	laundry, towels, gloves	01/20/2021	97.20	.00	
96	HIGH COUNTRY LINEN	0233977	UNIFORM CLEANING	01/21/2021	48.50	.00	
96	HIGH COUNTRY LINEN	0233977	wWTP UNIFORMS	01/21/2021	20.35	.00	
96	HIGH COUNTRY LINEN	0233977	laundry bags, towels, mats, enviro	01/21/2021	3.20	.00	
96	HIGH COUNTRY LINEN	0233977	UNIFORM CLEANING	01/21/2021	39.77	.00	
96	HIGH COUNTRY LINEN	0233977	UNIFORM CLEANING	01/21/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0233977	sewer collections - uniform clean	01/21/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0233977	fACILITY	01/21/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0233977	water - uniform cleaning	01/21/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0233977	admin - uniform cleaning	01/21/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0233977	SHOP SUPPLIES	01/21/2021	45.00	.00	
96	HIGH COUNTRY LINEN	0234572	odor control service and odor mat	01/25/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0234577	Town Hall - January floor mats	01/25/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0234910	shop towels, monthly mat replace	01/27/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0234926	Rugs	01/27/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0235118	fleet - uniform cleaning	01/28/2021	39.77	.00	
96	HIGH COUNTRY LINEN	0235118	street - uniform cleaning	01/28/2021	46.08	.00	
96	HIGH COUNTRY LINEN	0235118	uniform cleaning	01/28/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0235118	sewer collections - uniform clean	01/28/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0235118	laundry bags, towels, mats, enviro	01/28/2021	12.70	.00	
96	HIGH COUNTRY LINEN	0235118	water - uniform cleaning	01/28/2021	16.97	.00	
96	HIGH COUNTRY LINEN	0235118	admin - uniform cleaning	01/28/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0235118	uniform cleaning	01/28/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0235687	Odor control service	02/01/2021	7.50	.00	
96	HIGH COUNTRY LINEN	C0234382	CREDIT	01/22/2021	10.45-	.00	
96	HIGH COUNTRY LINEN	S0232972	laundry, towels, gloves	01/14/2021	150.45	.00	
Total 96:					1,768.88	.00	
6455	HIRST APPLGATE, LLP	201439	3 Creek Litigation	02/03/2021	100.00	.00	
6455	HIRST APPLGATE, LLP	201440	Tastebuds Litigation	02/03/2021	775.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6455:					875.55	.00	
4044	IDAHO FALLS PETERBILT	560427	GLOVES FOR SHOP	01/12/2021	41.76	.00	
4044	IDAHO FALLS PETERBILT	561278	MECHANICS GLOVES 2 BOXES	01/20/2021	41.72	.00	
Total 4044:					83.48	.00	
36	IDAHO STATE TAX COMMISSIO	02042021	January withholdings	02/04/2021	5,211.00	5,211.00	02/04/2021
36	IDAHO STATE TAX COMMISSIO	12312020	DECEMBER WITHHOLDINGS	02/04/2021	3,194.00	3,194.00	02/04/2021
Total 36:					8,405.00	8,405.00	
106	INTERSTATE BATTERY	22249767	BATTERIES FOR RESTOCK	01/25/2021	196.90	.00	
Total 106:					196.90	.00	
110	INTERWEST SUPPLY COMPANY	IN0088188	CUTTING EDGES FOR STREET	01/13/2021	1,014.64	.00	
Total 110:					1,014.64	.00	
5098	JACKSON ANIMAL HOSPITAL	40204	Food for Luna	01/21/2021	28.62	.00	
5098	JACKSON ANIMAL HOSPITAL	40420	Visits for Howie, Ella and Twix	01/28/2021	151.46	.00	
Total 5098:					180.08	.00	
67	JACKSON HOLE HISTORICAL S	012921	annual contract 2020-2021	01/29/2021	5,000.00	.00	
Total 67:					5,000.00	.00	
131	JACKSON HOLE NEWS & GUID	320666	Winter Parking Ad	12/31/2020	221.00	.00	
131	JACKSON HOLE NEWS & GUID	321384	Start Operator ad in JHNAG - one	01/27/2021	178.20	.00	
131	JACKSON HOLE NEWS & GUID	321440	Jan 19 Reg Mtg minutes	01/27/2021	551.48	.00	
131	JACKSON HOLE NEWS & GUID	321441	bar & grill liquor renewals	01/27/2021	128.26	.00	
131	JACKSON HOLE NEWS & GUID	321442	club liquor renewals	01/27/2021	102.60	.00	
131	JACKSON HOLE NEWS & GUID	321443	microbrewery renewals	01/27/2021	128.26	.00	
131	JACKSON HOLE NEWS & GUID	321444	resort liquor renewals	01/27/2021	128.26	.00	
131	JACKSON HOLE NEWS & GUID	321445	restaurant liquor renewals	01/27/2021	692.56	.00	
131	JACKSON HOLE NEWS & GUID	321446	retail liquor renewals	01/27/2021	256.50	.00	
131	JACKSON HOLE NEWS & GUID	321447	Liquor Renewal Blue Lion	01/27/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	321751	Police Officer Recruitment Ad for	02/03/2021	732.60	.00	
131	JACKSON HOLE NEWS & GUID	321752	CSO Ad to run on 2/3, 2/10, 2/17	02/03/2021	554.40	.00	
131	JACKSON HOLE NEWS & GUID	321753	START Operator, one week ad.	02/03/2021	178.20	.00	
131	JACKSON HOLE NEWS & GUID	321815	Ordinance 1279	02/03/2021	226.58	.00	
131	JACKSON HOLE NEWS & GUID	321816	Ordinance 1278	02/03/2021	2,864.25	.00	
131	JACKSON HOLE NEWS & GUID	321817	Ordinance 1277	02/03/2021	1,684.35	.00	
131	JACKSON HOLE NEWS & GUID	321818	Ordinance 1276	02/03/2021	222.30	.00	
131	JACKSON HOLE NEWS & GUID	321819	Ordinance 1275	02/03/2021	106.88	.00	
131	JACKSON HOLE NEWS & GUID	321820	Liquor license transfer - Blue Lion	02/03/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	321821	Ordinance 1274	02/03/2021	739.58	.00	
131	JACKSON HOLE NEWS & GUID	321822	Ordinance 1273	02/03/2021	611.33	.00	
131	JACKSON HOLE NEWS & GUID	321823	Ordinance 1272	02/03/2021	910.58	.00	
131	JACKSON HOLE NEWS & GUID	321824	1/25 SpM Retreat minutes	02/03/2021	171.00	.00	
131	JACKSON HOLE NEWS & GUID	321868	Public Notice P20-228	02/03/2021	29.93	.00	
Total 131:					11,590.10	.00	
114	JACKSON LUMBER INC	0000634814-0	jacks to support second floor of sh	01/29/2021	179.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
114	JACKSON LUMBER INC	0000636702-0	WWTP - Office window thermal br	02/04/2021	23.26	.00	
	Total 114:				202.42	.00	
139	JORGENSEN ASSOCIATES, PC	45860	Cache Creek Tube 2D Design/Bid	01/19/2021	7,860.00	.00	
	Total 139:				7,860.00	.00	
4717	KELLAMS, GARRETT	020121	Boot allowance	02/01/2021	100.00	.00	
	Total 4717:				100.00	.00	
5473	KELLERSTRASS ENTERPRISES	1301208	3500 GALLONS MID GRADE, 63	01/22/2021	20,824.46	.00	
	Total 5473:				20,824.46	.00	
6585	LAWNGEVITY	3521	155 E. Pearl - December snow sh	01/30/2021	697.50	.00	
	Total 6585:				697.50	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011480	Home Ranch - Ht Pump control w	01/20/2021	236.00	.00	
	Total 4380:				236.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 01-	3150 S ADAMS CANYON DR, JA	01/29/2021	286.00	.00	
156	LOWER VALLEY ENERGY INC	92050-003 01-	SPRUCE DR PUMP HOUSE, JA	01/29/2021	342.00	.00	
156	LOWER VALLEY ENERGY INC	92050-005 01-	CACHE KUDAR LIGHT, JACKSO	01/29/2021	77.38	.00	
156	LOWER VALLEY ENERGY INC	92050-006 01-	N CACHE ST LIGHTING, JACKS	01/29/2021	38.54	.00	
156	LOWER VALLEY ENERGY INC	92050-008 01-	CEMETERY, JACKSON, WY	01/29/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 01-	ELY SPRINGS RD WELL 6,7,8, J	01/29/2021	1,924.97	.00	
156	LOWER VALLEY ENERGY INC	92050-014 01-	135 E BROADWAY AVE HEAT TA	01/29/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-016 01-	210 N CACHE ST HOME RANCH	01/29/2021	53.67	.00	
156	LOWER VALLEY ENERGY INC	92050-017 01-	WASTE WATER TRTMT INTERM	01/29/2021	181.57	.00	
156	LOWER VALLEY ENERGY INC	92050-019 01-	RANGEVIEW DR LIFT PUMP CO	01/29/2021	101.04	.00	
156	LOWER VALLEY ENERGY INC	92050-020 01-	S HWY 89 PATHWAY TUNNELLT	01/29/2021	62.20	.00	
156	LOWER VALLEY ENERGY INC	92050-021 01-	150 E PEARL AVE, JACKSON, W	01/29/2021	2,110.25	.00	
156	LOWER VALLEY ENERGY INC	92050-023 01-	RANGEVIEW DR LOTS 18,19 LT	01/29/2021	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050-024 01-	1605 BERGER LN SEWER LIFT	01/29/2021	33.89	.00	
156	LOWER VALLEY ENERGY INC	92050-025 01-	450 W SNOW KING AVE NEW S	01/29/2021	967.67	.00	
156	LOWER VALLEY ENERGY INC	92050-026 01-	450 W SNOW KING AVE SHOP, J	01/29/2021	344.58	.00	
156	LOWER VALLEY ENERGY INC	92050-027 01-	RANGEVIEW DR LOTS 20,21 LT	01/29/2021	19.60	.00	
156	LOWER VALLEY ENERGY INC	92050-028 01-	RANGEVIEW DR LOTS 26,27 LT	01/29/2021	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-030 01-	RANGEVIEW DR LOTS 95,96 LT	01/29/2021	19.08	.00	
156	LOWER VALLEY ENERGY INC	92050-031 01-	MOUNTAIN VIEW LN LOT 38,39	01/29/2021	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-032 01-	LILAC LN LOTS 88,89 LTS, JACK	01/29/2021	19.35	.00	
156	LOWER VALLEY ENERGY INC	92050-034 01-	LILAC LN LOTS 80,81 LTS, JACK	01/29/2021	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-035 01-	RANGEVIEW DR LOTS 41,42 LT	01/29/2021	19.92	.00	
156	LOWER VALLEY ENERGY INC	92050-036 01-	RANGEVIEW DR LOTS 12,13 LT	01/29/2021	20.50	.00	
156	LOWER VALLEY ENERGY INC	92050-039 01-	LILAC LN LOTS 86,87 LTS, JACK	01/29/2021	20.50	.00	
156	LOWER VALLEY ENERGY INC	92050-040 01-	CORNER CREEK & LILAC LOTS	01/29/2021	20.06	.00	
156	LOWER VALLEY ENERGY INC	92050-041 01-	LILAC & DAISY LOTS 99,101 LTS	01/29/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 01-	CORNER CREEK LOTS 68,69 LT	01/29/2021	16.70	.00	
156	LOWER VALLEY ENERGY INC	92050-044 01-	SNOW KING ESTATES BOOSTE	01/29/2021	241.17	.00	
156	LOWER VALLEY ENERGY INC	92050-045 01-	TOWN SQUARE LIGHTS, JACKS	01/29/2021	220.49	.00	
156	LOWER VALLEY ENERGY INC	92050-047 01-	WASTE WATER TRTMT UV BLD	01/29/2021	194.30	.00	
156	LOWER VALLEY ENERGY INC	92050-049 01-	WASTE WATER TRTMT PTB 545	01/29/2021	9,315.87	.00	
156	LOWER VALLEY ENERGY INC	92050-050 01-	2 MG TANK, JACKSON, WY	01/29/2021	26.70	.00	
156	LOWER VALLEY ENERGY INC	92050-051 01-	WELL #5 KARNs MEADOW, JAC	01/29/2021	2,672.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-052 01-	675 E BROADWAY AVE WELL #1	01/29/2021	27.51	.00	
156	LOWER VALLEY ENERGY INC	92050-053 01-	WELLS #2 & #3, JACKSON, WY	01/29/2021	1,957.50	.00	
156	LOWER VALLEY ENERGY INC	92050-054 01-	CITY WELL ELK REF 1, JACKSO	01/29/2021	123.28	.00	
156	LOWER VALLEY ENERGY INC	92050-055 01-	CITY WELL ELK REF 2, JACKSO	01/29/2021	122.27	.00	
156	LOWER VALLEY ENERGY INC	92050-056 01-	CITY WELL ELK REF 3, JACKSO	01/29/2021	77.53	.00	
156	LOWER VALLEY ENERGY INC	92050-059 01-	440 W SNOW KING AVE POLICE	01/29/2021	305.29	.00	
156	LOWER VALLEY ENERGY INC	92050-060 01-	400 W SNOW KING AVE S GAR,	01/29/2021	1,011.99	.00	
156	LOWER VALLEY ENERGY INC	92050-061 01-	400 W SNOW KING AVE PUBLIC	01/29/2021	1,458.37	.00	
156	LOWER VALLEY ENERGY INC	92050-074 01-	CRABTREE LN THAW WELL #2,	01/29/2021	314.60	.00	
156	LOWER VALLEY ENERGY INC	92050-075 01-	HIGH SCHOOL RD THAW WELL	01/29/2021	148.04	.00	
156	LOWER VALLEY ENERGY INC	92050-078 01-	145 W HANSEN AVE FRONT, JA	01/29/2021	175.22	.00	
156	LOWER VALLEY ENERGY INC	92050-079 01-	145 W HANSEN AVE BACK, JAC	01/29/2021	176.34	.00	
156	LOWER VALLEY ENERGY INC	92050-081 01-	IRR CONTROL & LTS PEARL ST,	01/29/2021	26.91	.00	
156	LOWER VALLEY ENERGY INC	92050-082 01-	400 W SNOW KING AVE E STOR	01/29/2021	441.55	.00	
156	LOWER VALLEY ENERGY INC	92050-092 01-	3150 S ADAMS CANYON DR ANI	01/29/2021	585.29	.00	
156	LOWER VALLEY ENERGY INC	92050-102 01-	145 W HANSEN AVE FRONT, JA	01/29/2021	91.76	.00	
156	LOWER VALLEY ENERGY INC	92050-106 01-	940 SIMON LN, JACKSON, WY	01/29/2021	304.34	.00	
156	LOWER VALLEY ENERGY INC	92050-111 01-2	PEARL - WILLOW ST LIGHT, JA	01/29/2021	18.25	.00	
156	LOWER VALLEY ENERGY INC	92050-114 01-2	210 N CACHE ST HOME RANCH	01/29/2021	662.59	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369	MULTIPLE STREET LIGHTS	01/29/2021	1,933.38	.00	
156	LOWER VALLEY ENERGY INC	92050-126 01-	SPRING WATER LN LIFT STATIO	01/29/2021	22.18	.00	
156	LOWER VALLEY ENERGY INC	92050-127 01-	3337 S CODY CREEK DR LIFT S	01/29/2021	427.37	.00	
156	LOWER VALLEY ENERGY INC	92050-130 01-	3 CREEK RANCH AFFORDABLE	01/29/2021	27.10	.00	
156	LOWER VALLEY ENERGY INC	92050-131 01-	195 E DELONEY AVE RESTROO	01/29/2021	616.05	.00	
156	LOWER VALLEY ENERGY INC	92050-132 01-	160 S MILLWARD ST PARKING	01/29/2021	1,545.85	.00	
156	LOWER VALLEY ENERGY INC	92050-134 01-	160 S MILLWARD ST PARKING	01/29/2021	157.85	.00	
156	LOWER VALLEY ENERGY INC	92050-332 01-	185 N GLENWOOD MCCABE PR	01/29/2021	37.64	.00	
156	LOWER VALLEY ENERGY INC	92050-334 01-	JOSEPHINE LOOP LOT 15 LIFT	01/29/2021	161.74	.00	
156	LOWER VALLEY ENERGY INC	92050-336 01-	HIDDEN RANCH PATHWAY TUN	01/29/2021	22.71	.00	
156	LOWER VALLEY ENERGY INC	92050-341 01-	210 N CACHE ST HOME RANCH	01/29/2021	21.60	.00	
156	LOWER VALLEY ENERGY INC	92050-342 01-	25 S REDMOND ST LT PEDESTA	01/29/2021	41.45	.00	
156	LOWER VALLEY ENERGY INC	92050-345 01-	930 SIMON LN, JACKSON, WY	01/29/2021	247.71	.00	
156	LOWER VALLEY ENERGY INC	92050-353 01-	W DELONEY & BROADWAY LTS,	01/29/2021	106.28	.00	
156	LOWER VALLEY ENERGY INC	92050-355 01-	S CACHE SE OF CENTER ARTS	01/29/2021	94.45	.00	
156	LOWER VALLEY ENERGY INC	92050-356 01-	55 KARNs MEADOW DR START	01/29/2021	3,082.25	.00	
156	LOWER VALLEY ENERGY INC	92050-357 01-	55 KARNs MEADOW DR START	01/29/2021	11,021.48	.00	
156	LOWER VALLEY ENERGY INC	92050-358 01-	650 W BROADWAY PATHWAY LT	01/29/2021	92.58	.00	
156	LOWER VALLEY ENERGY INC	92050-359 01-	MILLER PARK PARKING LOT CH	01/29/2021	73.77	.00	
156	LOWER VALLEY ENERGY INC	92050-360 01-	1035 W BROADWAY AVE PATH	01/29/2021	37.25	.00	
156	LOWER VALLEY ENERGY INC	92050-361 01-	625 W BROADWAY AVE NEW P	01/29/2021	23.99	.00	
156	LOWER VALLEY ENERGY INC	92050-362 01-	STELLARIA LN/S HWY 89 LIGHT	01/29/2021	21.67	.00	
156	LOWER VALLEY ENERGY INC	92050-363 01-	455 VINE ST UTILITY, JACKSON,	01/29/2021	72.73	.00	
156	LOWER VALLEY ENERGY INC	92050-364 01-	65 VIRGINIAN LN #5, JACKSON,	01/29/2021	113.39	.00	
156	LOWER VALLEY ENERGY INC	92050-365 01-	65 VIRGINIAN LN #7, JACKSON,	01/29/2021	115.86	.00	
156	LOWER VALLEY ENERGY INC	92050-367 01-	455 VINE ST APT 3, JACKSON,	01/29/2021	104.53	.00	
156	LOWER VALLEY ENERGY INC	92050-368 01-	455 VINE ST APT 4, JACKSON,	01/29/2021	108.63	.00	
156	LOWER VALLEY ENERGY INC	92050-370 01-	2022 WILDFLOWER CT, JACKS	01/29/2021	134.47	.00	
156	LOWER VALLEY ENERGY INC	92050-371 01-	2022 WILDFLOWER CT, JACKS	01/29/2021	61.22	.00	
156	LOWER VALLEY ENERGY INC	92050-374 01-	455 VINE ST APT 1, JACKSON,	01/29/2021	116.74	.00	
156	LOWER VALLEY ENERGY INC	92050-375 01-	155 E PEARL AVE, JACKSON, W	01/29/2021	27.56	.00	
156	LOWER VALLEY ENERGY INC	92050-376 01-	149 E PEARL AVE, JACKSON, W	01/29/2021	388.54	.00	
156	LOWER VALLEY ENERGY INC	92050-378 01-	143 E PEARL AVE, JACKSON, W	01/29/2021	94.90	.00	
156	LOWER VALLEY ENERGY INC	92050-381 01-	915 SIMON LN, JACKSON, WY	01/29/2021	235.75	.00	
156	LOWER VALLEY ENERGY INC	92050-382 01-	BUDGE DR LIGHT SYSTEM, JA	01/29/2021	21.92	.00	
156	LOWER VALLEY ENERGY INC	92050-383 01-	SNOW KING DR WATER TANK C	01/29/2021	20.77	.00	
156	LOWER VALLEY ENERGY INC	92050-385 01-	SPRING CREEK LIFT PUMP, JA	01/29/2021	319.85	.00	
156	LOWER VALLEY ENERGY INC	92050-388 01-	121 SHERWOOD CT BLDG 2 BU	01/29/2021	36.96	.00	
156	LOWER VALLEY ENERGY INC	92050-389 01-	1640 MARTIN LN LIFT STATION,	01/29/2021	28.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-390 01-	400 W SNOW KING AVE HOUSI	01/29/2021	211.74	.00	
156	LOWER VALLEY ENERGY INC	92050-391 01-	400 W SNOW KING AVE PARK M	01/29/2021	751.68	.00	
156	LOWER VALLEY ENERGY INC	92050-392 01-	400 W SNOW KING AVE ADMIN,	01/29/2021	277.37	.00	
156	LOWER VALLEY ENERGY INC	92050-393 01-	400 W SNOW KING AVE EMPLO	01/29/2021	2,045.78	.00	
Total 156:					52,609.56	.00	
6526	LSC TRANSPORTATION CONSU	59467	professional services rendered thr	01/11/2021	615.00	.00	
Total 6526:					615.00	.00	
5108	Marquina, Francisca	020121	restitution case 06-09-0034	02/01/2021	100.00	.00	
Total 5108:					100.00	.00	
6770	MOBILITY FOREFRONT LLC	MEEINV0022A	reoccurring monthly invoice for ba	10/01/2020	35,000.00	.00	
6770	MOBILITY FOREFRONT LLC	MEEINV0022B	reoccurring monthly invoice for ba	11/01/2020	35,000.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0035	reoccurring monthly invoice for ba	02/01/2021	35,000.00	.00	
Total 6770:					105,000.00	.00	
4817	MOUNTAIN ELECTRICAL	2035	START - Proterra bus charger soft	01/13/2021	901.88	.00	
Total 4817:					901.88	.00	
257	NAPA AUTO PARTS INC.	962949	HYD ADAPTERS	12/21/2020	19.78	.00	
257	NAPA AUTO PARTS INC.	966186	BRAKES FOR SO	01/11/2021	194.52	.00	
257	NAPA AUTO PARTS INC.	966212	tie rod end for so	01/11/2021	42.05	.00	
257	NAPA AUTO PARTS INC.	967611	LIFT SUPPORT AND BELT FOR	01/19/2021	22.99	.00	
257	NAPA AUTO PARTS INC.	967807	NUTS AND BOLTS FOR GRADE	01/20/2021	48.44	.00	
257	NAPA AUTO PARTS INC.	968068	FILTERS FOR INVENTORY	01/21/2021	37.68	.00	
257	NAPA AUTO PARTS INC.	968071	LIFT SUPPORT AND BELT FOR	01/21/2021	50.42	.00	
257	NAPA AUTO PARTS INC.	968103	BRAKES FOR PD	01/21/2021	220.51	.00	
257	NAPA AUTO PARTS INC.	968120	BRAKES FOR PD	01/21/2021	77.84	.00	
257	NAPA AUTO PARTS INC.	968187	FILTERS FOR INVENTORY	01/21/2021	6.80	.00	
257	NAPA AUTO PARTS INC.	968200	CREDIT	01/21/2021	65.69-	.00	
257	NAPA AUTO PARTS INC.	968264	BRAKES AND OIL FILTERS FOR	01/22/2021	165.28	.00	
257	NAPA AUTO PARTS INC.	968831	OIL FILTERS FOR RESTOCK	01/26/2021	136.98	.00	
257	NAPA AUTO PARTS INC.	968869	MIRROR FOR HIGHWAY TRUCK	01/26/2021	70.72	.00	
257	NAPA AUTO PARTS INC.	968871	STARTER FOR SO	01/26/2021	188.40	.00	
257	NAPA AUTO PARTS INC.	968872	OIL FILTERS FOR RESTOCK	01/26/2021	13.68	.00	
257	NAPA AUTO PARTS INC.	968965	BATTERY FOR COUNTY ADMIN	01/26/2021	105.81	.00	
257	NAPA AUTO PARTS INC.	969085	CROSS VIEW FOR HIGHWAY T	01/27/2021	49.29	.00	
257	NAPA AUTO PARTS INC.	969323	SNAP RINGS FOR GRADER	01/28/2021	4.56	.00	
Total 257:					1,390.06	.00	
6500	NATIONAL ASSOCIATION OF CL	66732	annual Town organization member	09/10/2020	300.00	.00	
6500	NATIONAL ASSOCIATION OF CL	66732	annual Town organization member	09/10/2020	150.00	.00	
6500	NATIONAL ASSOCIATION OF CL	66732	annual Town organization member	09/10/2020	300.00	.00	
Total 6500:					750.00	.00	
187	NELSON ENGINEERING	54357	Sewer Design	01/28/2021	5,437.00	.00	
Total 187:					5,437.00	.00	
6556	NTS CONSOLIDATION, LLC	INV0126133	THall air filters	01/26/2021	833.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6556	NTS CONSOLIDATION, LLC	INV0126133	PWorks air filters	01/26/2021	833.25	.00	
	Total 6556:				1,666.50	.00	
3919	OMNI SECURITY SYSTEMS INC	20-7875	PG - Elevator phone monitoring (y	01/01/2021	242.00	.00	
	Total 3919:				242.00	.00	
3222	OTIS ELEVATOR COMPANY	SH05567620	Town Hall - Yearly elevator service	05/20/2020	3,014.04	.00	
	Total 3222:				3,014.04	.00	
6789	PRELLE, THOMAS	020921	DOT Physical Reimbursement	02/09/2021	150.00	.00	
	Total 6789:				150.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775255967	HIGH PRESSURE FUEL PUMP F	01/19/2021	3,094.05	.00	
6483	PREMIER TRUCK- SALT LAKE C	775257686	TUBE ASM FOR BUS 1600	01/25/2021	33.47	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775250649	CREDIT	02/02/2021	1,070.65-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775252032	CREDIT	02/02/2021	37.63-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775252187	CREDIT	02/02/2021	1,032.42-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775254375	CREDIT	02/02/2021	344.14-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775257742	CREDIT	02/02/2021	135.82-	.00	
	Total 6483:				506.86	.00	
6594	PROTERRA	1023014	WINDOW FOR BUS 2008	01/22/2021	1,737.15	.00	
	Total 6594:				1,737.15	.00	
6613	QUADIENT FINANCE USA, INV	013121	12 months of postage	01/31/2021	1,000.00	.00	
	Total 6613:				1,000.00	.00	
6069	RAFTELIS	14668	rate study	07/10/2020	10,703.75	.00	
6069	RAFTELIS	14668	rate study	07/10/2020	10,703.75	.00	
	Total 6069:				21,407.50	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	84468195	REMOVE CONTAMINATED OIL/F	12/03/2020	4,915.00	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	84702260	PARTS SOLVENT	12/03/2020	289.23	.00	
	Total 2669:				5,204.23	.00	
6796	SAVAGE, ROBERT	020121	RELEASE BOND B19-0487 727	02/01/2021	5,000.00	.00	
	Total 6796:				5,000.00	.00	
4831	SCHAEFFER MFG. CO	PXG3804-INV1	55 GALLON DRUM OF MOTOR	01/12/2021	1,332.65	.00	
	Total 4831:				1,332.65	.00	
4359	SHERWIN-WILLIAMS CO.	7564-6	CREDIT DEDUCTED TWICE	09/18/2020	52.99	.00	
	Total 4359:				52.99	.00	
4548	SILVER CREEK SUPPLY	0004094615-0	CREDIT	01/13/2021	5.19-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4548:					5.19-	.00	
4699	SNAKE RIVER ROASTING	674414	coffee	01/06/2021	102.45	.00	
4699	SNAKE RIVER ROASTING	674825	February coffee - 2 x 5lb bags	02/01/2021	97.90	.00	
Total 4699:					200.35	.00	
6798	SONADORES LLC	020921	RELEASE BOND 1130 SOUTH P	02/09/2021	2,000.00	2,000.00	02/09/2021
Total 6798:					2,000.00	2,000.00	
1505	SPRING CREEK ANIMAL HOSPI	624999230	Food for Luna	01/26/2021	54.39	.00	
Total 1505:					54.39	.00	
1054	SUNRISE ENVIRONMENTAL	117911	CASE OF GLASS CLEANER	01/20/2021	167.56	.00	
Total 1054:					167.56	.00	
2862	TECH CONNECT POWER SERVI	B21003-IN	UPS battery replacement	01/25/2021	215.89	.00	
Total 2862:					215.89	.00	
1443	TETON COUNTY CLERK	020121	Parks and Recreation Monthly Op	02/01/2021	127,028.33	.00	
1443	TETON COUNTY CLERK	178	NSP - NP	01/05/2021	1,031.25	.00	
Total 1443:					128,059.58	.00	
581	TETON COUNTY INTEGRATED	020921	2020 4th QUARTER DISPOSABL	02/09/2021	24,936.22	.00	
Total 581:					24,936.22	.00	
2327	TETON COUNTY SHERIFF-DISP	011521	OCTOBER-DECEMBER EXPEN	01/15/2021	3,004.23	.00	
2327	TETON COUNTY SHERIFF-DISP	011521	JULY-SEPTEMBER EXPENDITU	01/15/2021	15,067.78	.00	
Total 2327:					18,072.01	.00	
996	TETON COUNTY SPECIAL FIRE	020421	SPECIAL FIRE FD - JANUARY O	02/04/2021	12,551.28	.00	
996	TETON COUNTY SPECIAL FIRE	020421A	FIRE STATION - JANUARY	02/04/2021	109,785.92	.00	
Total 996:					122,337.20	.00	
1614	TETON COUNTY-FUND 10	020421	JANUARY PATHWAYS	02/04/2021	3,718.71	.00	
1614	TETON COUNTY-FUND 10	020421A	DISPATCH - JANUARY BILLING	02/04/2021	35,593.35	.00	
1614	TETON COUNTY-FUND 10	020421B	MONTHLY CONTRIBUTION - JOI	02/04/2021	3,742.32	.00	
Total 1614:					43,054.38	.00	
268	TETON MOTORS INC	509116	ACTUATOR MOTOR	01/18/2021	36.38	.00	
268	TETON MOTORS INC	5097181	HUB ASSEMBLY FOR PD	01/21/2021	274.55	.00	
268	TETON MOTORS INC	5097230	STARTER AND CONNECTOR F	01/26/2021	128.45	.00	
268	TETON MOTORS INC	5097231	CREDIT	01/26/2021	141.76-	.00	
268	TETON MOTORS INC	5097233	STARTER AND CONNECTOR F	01/26/2021	22.41	.00	
268	TETON MOTORS INC	6150897/1	WHEEL ALIGNMENT FOR SO	01/14/2021	97.15	.00	
Total 268:					417.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3162	TETON TRASH REMOVAL, INC.	21 FEB 902	trash removal for 145 West Hanse	02/01/2021	47.00	.00	
	Total 3162:				47.00	.00	
2694	TETON VALLEY NEWS	012110227	Ad for Teton Valley Commuter Dri	01/31/2021	100.73	.00	
	Total 2694:				100.73	.00	
3955	THOMSON WEST	843756209	MONTHLY CHARGE	01/31/2021	451.40	.00	
3955	THOMSON WEST	843756209	MONTHLY CHARGE	01/31/2021	451.39	.00	
	Total 3955:				902.79	.00	
6579	TITLE 22 CONSULTANTS	011021	P20-228	01/10/2021	250.00	.00	
	Total 6579:				250.00	.00	
777	UPPER CASE PRINTING INK	16511	Town Newsletter	12/04/2020	292.83	.00	
777	UPPER CASE PRINTING INK	16592	newsletter	01/04/2021	219.20	.00	
777	UPPER CASE PRINTING INK	16666	utility bills and envelopes	01/26/2021	1,468.32	.00	
777	UPPER CASE PRINTING INK	16666	Utility Bills and Envelopes	01/26/2021	1,468.32	.00	
	Total 777:				3,448.67	.00	
6791	VIERA, AMY	020921	DOT Physical Reimbursement	02/09/2021	155.00	.00	
	Total 6791:				155.00	.00	
6731	VINCI LAW OFFICE LLC	01292021	case#18119	01/29/2021	252.13	252.13	02/04/2021
	Total 6731:				252.13	252.13	
4848	WAMCO LAB, INC.	14279	first quarter WET test	01/22/2021	650.00	.00	
	Total 4848:				650.00	.00	
563	WESTBANK SANITATION	3614224	940 Simon Lane	02/01/2021	99.46	.00	
	Total 563:				99.46	.00	
6788	WESTERN CHARTERS AND TO	60166	salt lake express supplemental sh	01/22/2021	11,200.00	.00	
	Total 6788:				11,200.00	.00	
1640	WESTERN STATE	IN001541687	ARM REST FOR BACK HOE	01/22/2021	140.32	.00	
1640	WESTERN STATE	IN001543138	BACK UP ALARM FOR RESTOC	01/25/2021	227.30	.00	
	Total 1640:				367.62	.00	
2802	WESTWOOD CURTIS	32100	Flushing Hydrant on Snow King D	09/02/2020	2,296.83	.00	
	Total 2802:				2,296.83	.00	
472	WHITE GLOVE CLEANING, INC.	2594	miller park cleaning, locking + unl	01/18/2021	1,152.50	.00	
472	WHITE GLOVE CLEANING, INC.	309B	915 Simon - rental move out clean	10/28/2020	48.50	.00	
472	WHITE GLOVE CLEANING, INC.	38951244	bath tissue, foam soap, trash can l	01/31/2021	282.00	.00	
472	WHITE GLOVE CLEANING, INC.	38951293	bath tissues, soft soap, hand tissu	01/31/2021	144.90	.00	
472	WHITE GLOVE CLEANING, INC.	38951395	hand towels, bath tissue, dish soa	01/31/2021	674.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	38951423	foam soap, bath tissue, trash bag	01/31/2021	289.50	.00	
472	WHITE GLOVE CLEANING, INC.	409B	Move out cleaning	02/03/2021	241.70	.00	
472	WHITE GLOVE CLEANING, INC.	6949	Janitorial Services and locking/unl	01/31/2021	220.50	.00	
472	WHITE GLOVE CLEANING, INC.	6950	TH & PD - Feb- Cleaning	01/31/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	6951	SK Housing - Feb. cleaning	01/31/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	6953	PW - Feb. cleaning	01/31/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	6954	PG - Feb. cleaning	01/31/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	6956	Bunk House - Feb. cleaning	01/31/2021	100.00	.00	
Total 472:					7,177.93	.00	
6704	WOOD ENVIRONMENT & INFRA	S34947971	professional services for stormwat	01/27/2021	738.50	.00	
Total 6704:					738.50	.00	
3619	WY CHILD SUPPORT ENFORCE	01292021	case #209790	01/29/2021	146.76	146.76	02/04/2021
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	02012021	FEBRUARY CONTRIBUTIONS	02/01/2021	6,872.94	6,872.94	02/03/2021
Total 4139:					6,872.94	6,872.94	
4198	WYOMING FIRST AID & SAFETY	160340	first aid supplies	01/27/2021	46.51	.00	
Total 4198:					46.51	.00	
4811	WYOMING LANDSCAPE MAINT	12070	SKHM = snow shoveling & ice mel	02/01/2021	1,800.00	.00	
4811	WYOMING LANDSCAPE MAINT	12070	SKHM - snow shoveling and ice m	02/01/2021	819.88	.00	
Total 4811:					2,619.88	.00	
406	WYOMING LAW ENFORCEMEN	020121	OFFICER EDUCATION TRAININ	02/01/2021	75.00	.00	
Total 406:					75.00	.00	
329	WYOMING RETIREMENT SYST	204094	JANUARY CONTRIBUTIONS	02/01/2021	45,309.00	45,309.00	02/03/2021
329	WYOMING RETIREMENT SYST	204095	JANUARY CONTRIBUTIONS	02/01/2021	40,509.61	40,509.61	02/03/2021
329	WYOMING RETIREMENT SYST	204096	JANUARY CONTRIBUTIONS	02/01/2021	69,976.58	69,976.58	02/03/2021
Total 329:					155,795.19	155,795.19	
5839	WYOMING WATER ASSOCIATIO	020321	annual dues	02/03/2021	45.00	.00	
5839	WYOMING WATER ASSOCIATIO	020321	annual dues	02/03/2021	455.00	.00	
Total 5839:					500.00	.00	
4979	WYOMING WATER QUALITY & P	2011-2448 A	individual membership renewals:	01/04/2021	180.00	.00	
4979	WYOMING WATER QUALITY & P	2011-2448 A	individual membership renewals:	01/04/2021	180.00	.00	
Total 4979:					360.00	.00	
6717	WY-TEST	36968	RANDOM DOT & ALCOHOL TES	01/21/2021	105.00	.00	
Total 6717:					105.00	.00	
2842	YELLOW IRON EXCAVATION, LL	54298	trash removal - 915 Simon Lane	01/31/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	54395	trash removal 455 vine street	01/31/2021	17.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2842	YELLOW IRON EXCAVATION, LL	54395	trash removal 455 Vine street	01/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	54395	trash removal 455 Vine street	01/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	54395	trash removal 455 Vine street	01/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	54524	trash removal 155 east Pearl	01/31/2021	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	54529	Snow King Housing Trash remova	01/31/2021	320.00	.00	
Total 2842:					545.00	.00	
Grand Totals:					837,275.99	174,212.02	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND THE TOWN COUNCIL
FOR THE MONTH OF JANUARY, 2021**

During the month of January, the court received \$35,406 in fines, costs, and fees.
609 new cases were docketed: 542 parking citations, 67 summons
42 cases were dismissed: 31 parking violations

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

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Aaron, Michael Matthew	186001429AC	MPH over limit Bond 43/25	BF	216
Akhmadiyev, Damir Sultanovich	186000397AC	Required position & method of turning at intersections	D-TS	0
Anglesey, Nicole Grace	186001453AC	Following too Close	BF	90
Barze, James Montgomery	186001082AC	Minor in possession alcohol	BF	250
Beezhold, Allison Carol	186001813AC	Speed Limits Generally 46/30	BF	202
Bone, Jami Lee	186001784AC	Unsafe Turning Movement	BF	90
Brooks, Michael Christopher	186001655AC	Careless driving	BF	240
Brown, Mardrie Cannon	98779N	Public intoxication	BF	110
Burton, Maebelle B	186001684AC	Use of cell phone while driving prohibited	BF	65
Castle Goins, Brook Ellen Velvet	186001773AC	No display of current registration	BF	140
Cernicek, David Neary	186001651AC	Limitations on Backing	BF	90
Clement, Cole Todd	186001639AB	Speed Limits Generally 48/30	BF	201
Daniel, Andrew Victor	186001772AC	Speed Limits Generally 45/30	BF	195
Davis, Tyler Edward	186001730AC	state statute-31-4-103	D-Valid Information Provided	0
Dawson, Joshua Teancum	186001528AC	Limitations on Backing	BF	90
Diagostino, Pauline R.	01414M	Driving/Control of vehicle while intox	D-Per Town's Motion	0
Drowne, Patrick	00498M	Operate motorcycle between lanes of traffic/rows	BF	100
Fernando, Jose	186001709AC	No Driver's license	BF	420
Ford, Joshua Roy	186001785AC	Failure to yield ROW	BF	90
Gilbert, Kieran	01945M	Public intoxication	BF	110
Guetz, Katherine M	98034N	Speed Limits Generally 40/30	D-TS	0
Hunner, Jacob Arboles	186001623AC	Turning left at intersection	D-TS	0
Jones, Shelly	186001249AC	Following too Close	BF	90
Khalsa, Dattar Singh	186001699AC	Speed Limits Generally 36/20	BF	162.5
Knobe, Christopher James	186001596AC	No display of current registration	BF	140
Koffman, Lily J	186001367AC	Speed Limits Generally 35/25	D-TS	0
Kopp, Susan Yvette	186001531AC	MPH over limit Bond 32/25	BF	119
Lawrence, Edward Sebastian	186001620AC	Speed Limits Generally 49/30	D-TS	0
Lawrence, Michelle Rose	186001731AC	Speed Limits Generally 49/30	BF	195
Lewis, Chloe Lillian	186001732AC	Limitations on Backing	BF	90
Martinez Morales, Daniel	01230M	Damage to attended vehicle or property	BF	250
Martinez Morales, Daniel	01228M	No Driver's license	BF	420
Martinez Morales, Daniel	01231M	Speed too fast for conditions	BF	85
McLaughlin, Joseph A	186001831AC	Speed Limits Generally 49/30	BF	223
Miller, Colby Michael	186001701AC	Failure to stop at a red light	BF	150
Nader, Ashlee Blair	186001464AC	No display of current registration	BF	140
Navarro, Kelly Kerr	186001554AC	state statute-31-7-134	D-Per Town's Motion	0
Nelson, Myra	186001432AC	Failure to yield ROW	BF	90
Nguyen, Kieu Tam	186001366AC	Careless driving	BF	250
Olson, Brandon	186001700AC	Failure to yield ROW	BF	90
Pendergraph, Dana Marie	186001666AC	Use of cell phone while driving prohibited	BF	65
Querry, Jocey Kathleen	186001662AC	Speed too fast for conditions	D-TS	0
Quezada, Brenda	186001671AC	Failure to Maintain Liability Coverage	BF	285
Quezada, Brenda	186001670AC	No display of current registration	BF	150
Reed, Michelle Laurel	186001017AC	No display of current registration	D-Per Town's Motion	0
Shields, Morgan Strickland	186001780AC	No display of current registration	BF	70
Smith, Travis Eugene	186000147AC	Public intoxication- MUST APPEAR	BF	120
Spencer, Patrick L	186001344AC	Driving/Control of vehicle while intox	D- Per Town's Motion	0
Steffenhagen, Rob Lee	186001465AC	No display of current registration	BF	140
Strozza, Thomas John	186001395AC	Limitations on Backing	BF	90
Sword, Richard Morgan	186001729AC	Speed Limits Generally 41/30	BF	167
Van Holland, Tammie	186001439AC	Failure to Obey Traffic Control Device	BF	140
Vazquez Hernandez, Jose	186001669AC	No Driver's license	BF	410
Weisz, Tristan Cale	186001533AC	Speed too fast for conditions	D-TS	0
Williams, Samuel H	186001372AB	No display of current registration	BF	125
Williams, Samuel H	186001025AB	Speeding urban - 30 mph zone 42/30	BF	169

Wright, Barbara Gail
Zell, Julie

186001665AC Careless driving
186001143AC Following too Close

BF
D-TS

120
0

STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Regular
Submitting Department:	Public Works / Town Clerk	Presenter:	Floren Poliseo, Al Zuckerman, Sandy Birdyshaw
Agenda Item:	Jackson Hole Jewish Community Cemetery Request	Public Comment:	Yes

Purpose & Policy Considerations.

To respond to a request made by Jackson Hole Jewish Community (JHJC) to pre-purchase eight to ten cemetery plots in Aspen Hill Cemetery.

Requested Action.

For the Council to allow and direct the Cemetery Sexton to work directly with the JHJC Executive Director to pre-designate a group of plots for their future use.

Recommendations.

To allow the Cemetery Sexton to work with the Jackson Hole Jewish Community Board to identify a group of plots and designate eight to ten plots for the Jewish Community's use. The Town would sale the plots directly to Jewish Community members on an as needed basis at the fees in place at the time of purchase.

This direction given to staff would not require an exception to the cemetery rules.

Background.

As described in the attached letter, Jewish burials are subject to certain rules. This is the basis of the request for the JHJC to purchase eight to ten adjacent cemetery plots for use by their community. Aspen Hill Cemetery Rules do not allow plots to be purchased in advance or buying more plots than is needed. The Rules do provide that exceptions can be made by the Town Council.

The Jackson Hole Jewish Community requests an exception as allowed under Rule #10.02: [Exceptions or Modifications. Special cases may arise in which the literal enforcement of any rules may impose unnecessary hardship. The Town Council, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations whenever, in his judgment, the same appear advisable, and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such rules or regulations.](#)

The cemetery rule they wish to have an exception granted is Rule #3.14 "[No plot shall be purchased except at time of need and only one \(1\) lot shall be purchased.](#) "

The Aspen Hill Cemetery Sexton stated that a request of this nature had been approved approximately 10-15 years ago. Three plots, and then a fourth plot, was sold to the JHJC. Those plots are now occupied and the JHJC sees is a need to provide additional plots for their members.

Staff provides an alternative below that does not require an exception to the rules.

Analysis.

There are currently 80 plots available for purchase.

Alternatives (Optional).

An alternative to granting an exception and pre-selling plots would be to have the Cemetery Sexton work with the JHJC Executive Director to identify and designate a group of adjacent plots that meet their need. Those plots could be identified in the Town's records as reserved for Jewish community members. As the plots are needed for burials, they would be purchased at the fees in place at the time of purchase and deeded directly to the buyer.

Comprehensive Plan & Priority Alignment.

The Aspen Hill Cemetery is a core municipal facility and service and providing fair and equal treatment to all is incumbent upon the government. Space in the Aspen Hill Cemetery is limited, however the need to balance requests from the public for interment needs is important. Providing quality community services in the Aspen Hill Cemetery is in direct alignment with Section 8 of the Comprehensive Plan.

Fiscal Impact. This request bears no fiscal impact at this time.

Staff Impact. Staff has dedicated approximately five hours to review this request. If approved, additional time would be required of the Cemetery Sexton and Town Clerk of approximately two to three hours.

Attachments or Links.

Letter of Request.

Aspen Hill Cemetery Plot Data and Map

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

I move to direct the Cemetery Sexton to work with the Jackson Hole Jewish Community Executive Director to identify and reserve up to eight (8) plots to be used by Jewish community members.

Town of Jackson
150 E Pearl Avenue
PO Box 1687
Jackson, WY 83001



Re: Request to Purchase Cemetery Lots

January 25, 2021

Dear Mayor Hailey Morton Levinson and Town Council Members,

On behalf of the Jackson Hole Jewish Community ("JHJC"), I am submitting this letter as a request to purchase eight (8) to ten (10) contiguous cemetery plots in the Aspen Hill Cemetery for \$300 per plot, plus any associated fees. It is my understanding that due to the scarcity of cemetery plots, the Town adopted a policy to only sell plots on an as-needed basis. For the reasons set forth below, we ask that you make an exception to the current policy in this instance.

In 2005, the Jackson Town Council granted permission for the JHJC to obtain four plots. Since then, we have issued all of those plots to JHJC members who have passed. Currently, we are concerned for our aging local Jewish community members, many of who have requested information on our plan to obtain future consecrated plots.

Jewish custom and tradition proscribe certain rules for Jewish cemeteries and burials. Principle amongst these is the *mitzvah* (or commandment) for Jews to be buried amongst other Jews and in land belonging to Jews. What this means in the context of a public/mixed-faith cemetery is that a Jewish person needs to be buried in a part of the cemetery that is "visibly separate" from the other parts of the cemetery. The "visibly separate" requirement can be achieved in a number of ways, including by the erection of a solid barrier or the maintenance of a definite space of no less than four cubits (72 inches) between the Jewish portion of the cemetery and the other parts of the cemetery. It is for this reason that we make this request.

If this request is granted, the JHJC Board pledges the following: (1) consistent with current Town policy, the plots will be used on an as-needed basis and will not be sold in advance (in fact, it is also Jewish custom to not purchase cemetery plots in advance); (2) we will erect and maintain a solid barrier that designates the Jewish part of the cemetery, and this barrier will comply with existing cemetery rules and regulations; and (3) we will transfer the plots at the same price they were acquired for (\$300/per plot).

Should you have any questions with respect to the above, or need additional information beyond what is supplied, please do not hesitate to contact me. Thank you in advance for your time and consideration.

Kind regards,
Mary Grossman,
Executive Director, Jackson Hole Jewish Community
Cc: Al Zuckerman, Cemetery Sexton

CEMETERY PLOT DATA

Record of Burials In Aspen Hill Cemetery 2004 – 2020

<u>Year</u>	<u>Total Burials</u>	<u>New Full-size Plots Sold</u>
2020	14	2.5
2019	18	4.5
2018	11	5
2017	13	3
2016	17	9
2015	9	5
2014	24	12
2013	14	6
2012	3	2
2011	5	3
2010	14	2
2009	17	4
2008	19	11
2007	12	12
2006	10	0
2005	15	9
2004	13	7
Total	221	97

The 97 new plots sold during the time span 2004 – 2020 are 44% of total burials for that time period. The other 124 burials (56%) were in plots already owned by families.

Average of 13 burials per year, 2004 – 2020.

Average of 6 new plots sold per year, 2004 – 2020.

Most total burials was in 2014 (24) and least number of burials was in 2012 (3).

Cemetery Plot Availability

In 2013 a new section of plots was surveyed and added to the cemetery inventory. This expanded cemetery plot area consisted of 78 plots (plot being defined here as space enough for 2 casket style burials or combination of casket and urn style burials). Of the 78 new plots available in this expansion section 24 have been sold leaving 54 plots unsold.

In Block 16, in the western area of the cemetery, there are 12 unsold plots.

In Block 17, which is adjacent to the west fence line of the cemetery, there are 16 unsold plots. There are possibly an additional 23 surveyed plots in a heavily vegetated area that could be available if the area was reclaimed.

In the double letter section, which is in the northeast part of the cemetery, there are 21 unsold plots.

<u>Area</u>	<u>Number Of Plots Available</u>
Expanded section	54
Block 16	12
Block 17	39**
Double Letters	21***
Total	126*

□ Please note that there are issues with some of the potentially available plots which may reduce the total number of available plots. Currently, the 2013 expanded plot area has proven to be the most desirable area for plot sales due to the fact that it is in the interior of the cemetery and presents views of the town and Teton mountain range.

** Block 17 has 16 readily available unsold plots. Of these most are against the west chain link fence border of the cemetery. It is near the entrance to the cemetery and adjacent to the east side of the Snow King ice rink building making it less desirable to some families looking for a burial plot. In addition, the other

potential 23 plots in Block 17 are currently heavily vegetated and would be a reclamation project to make them available for sale.

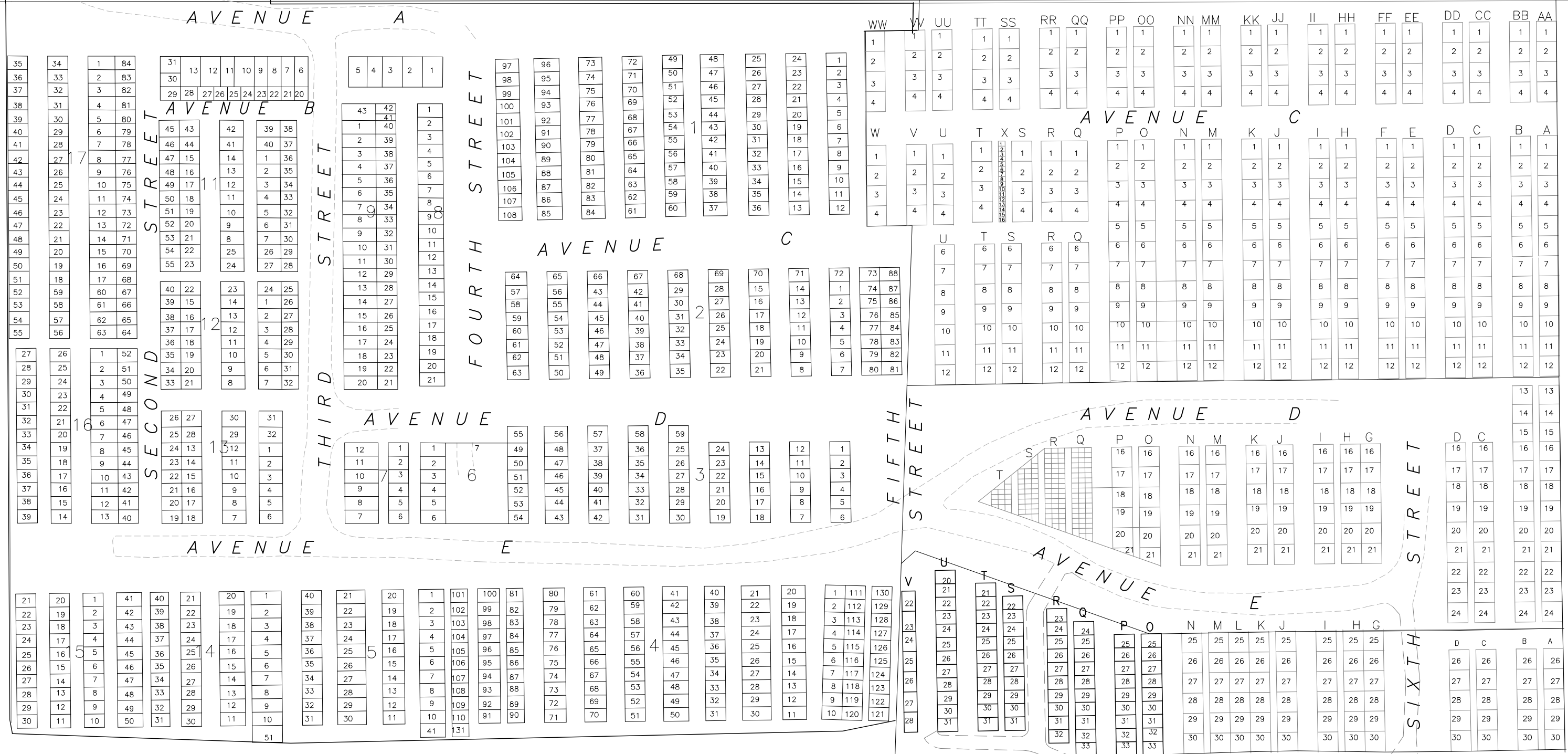
*** The “Double Letter” area of the cemetery is characterized by steep slopes and mature conifer trees. Many of these 21 unsold plots are impacted by the large trees themselves or their root systems. The slope here also makes it challenging to get equipment in to dig a grave.

There are currently 80 unsold plots that are readily available for sale and use.

Additionally, there is a section of undeveloped cemetery land in the southeast corner of the cemetery. It is sloped, some of it steeply and is forested. No survey has been done making it difficult to determine how many more plots could be made available in this area if it were to be developed.

ASPEN HILL CEMETERY

ENTRANCE



STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2021 Spring Street Patching Contract Award	Public Comment:	

Purpose & Policy Considerations.

Council consideration of award of contract and approval of financing for Spring Street Patching (TOJ Project 20-21).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council approve the use of FY21 Annual Street Reconstruction funds to award in full the contract for Spring Street Patching to Evans Construction Company.

Background.

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Spring patching locations are throughout Town and determined early in the spring after the snow and ice have melted. The spring patching work is required to be performed between April 15 and May 29, 2021.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 14, 2021.

Analysis.

This year's target quantity and basis of the bid request was 25,000 square feet of patching throughout town. The Town received construction bids for the project on February 4, 2021. A total of 3 bids were received.

- | | |
|---|--------------|
| 1. Evans Construction Company, Jackson, WY | \$140,500.00 |
| 2. Avail Valley Construction-ID, LLC, Victor, ID | \$147,365.00 |
| 3. Knife River Corporation – Mountain West, Idaho Falls, ID | \$191,000.00 |

Evans Construction Company of Jackson, WY was found to be the lowest responsive bidder.

Alternatives (Optional).

Council may instead place the 2021 Spring Street Patching Project on hold by denying the contract.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- Principle 8.1- Maintain current, coordinated service delivery
 - o Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery
 - o Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- Strategy 8.1.S.3: Identify critical services and services requiring redundancy in service provision.
- Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The project is fully funded with the Annual Street Reconstruction line item in the adopted FY 2021 budget.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Staff Impact.

Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours/week of PW staff time shall be required the month prior to construction and 20 hours per week during two to three weeks of construction.

Attachments or Links.

None.

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

I move to approve the award of the 2021 Spring Street Patching Project to Evans Construction Company, of Jackson, WY in the amount of \$140,500.00, and authorize the Mayor to execute the contract.

STAFF REPORT



Meeting Date:	16 February 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-005: Cache Creek Tube Diversion Utility Location Agreement for Genevieve Block	Public Comment:	

Purpose & Policy Considerations.

Town Council to consider entering a utility location agreement for Rendezvous Land Conservancy (RLC) to perform ongoing operation and maintenance of the Cache Creek diversion system (Greenspace Diversion Improvements) that will be constructed in the Town-owned public right-of-way (ROW).

Requested Action.

Staff requests Council approve the Utility Location for RLC in Town ROW.

Recommendations.

Staff recommends Council approve the Agreement.

Background.

The Genevieve Block is being developed as a greenspace with a water feature. This property is located at 180 E Deloney Ave, Lot 4 of the Genevieve Block Addition (Plat 1412, PIDN 22-41-16-27-3-35-004). The Greenspace Diversion Improvements are partially located in The Town rights-of-way known as Bruun Boulevard and East Broadway. The Town has issued a grading permit (B20-0573) that includes the water feature located on Genevieve Block greenspace, and on January 19, 2021 the Council approved an escrow agreement (P21-005) for purposes of constructing the Greenspace Diversion Improvements in the Town's Cache Creek Tube Phase 2D (CCT2D) contract and Jackson Hole Land Trust (JHLT) reimbursing the Town for associated costs. This agenda item/staff report fulfills Council's direction at the January 19, 2021 meeting to provide an easement document for Council consideration to formalize the Town's authorization for the property owner to own, operate, and maintain the diversion infrastructure in the ROW in perpetuity.

Analysis.

The Greenspace Diversion Improvements are not part of the Town's infrastructure but were authorized to be constructed concurrently with the Town's Cache Creek Tube Phase 2D capital infrastructure project. Because the Town will not own or maintain the diversion system, this Agreement is required for the owner to access the diversion system within the Town ROW for these purposes.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

This project *opposes* the Town Comprehensive Plan under Common Value #1- Ecosystem Stewardship:

- Principle 1.2: Preserve and Enhance Water and Air Quality
 - o Policy 1.2.a: Buffer waterbodies, wetlands, and riparian areas from development
 - o Policy 1.2.b: Require filtration of runoff
 - o Policy 1.2.c: Monitor and maintain water quality
- Strategy 1.2.S.2: Evaluate and update surface water filtration standards, focusing on developed areas near important waterbodies.

This diversion poses a minor negative impact in that the flow diverted from the channelized creek bypasses the treatment unit. However, the amount of flow diverted is miniscule (a "drop in the bucket" so to speak) and the inclusion of the treatment unit in CCT2D introduces treatment to this area of Town where runoff to the Creek has historically gone untreated, making the project on the whole a great improvement to water quality.

This project *supports* the Town Comprehensive Plan under Common Value #2- Growth Management:

- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective

- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood

The re-introduction of Creek flow to the Genevieve Greenspace creates an important awareness of and connection to the environment for the community and guests who utilize the space. It is an educational opportunity and an aesthetic enhancement to this commercial area amenity. This civic benefit is greater than the above noted impact to improved pollution control.

Fiscal Impact.

This easement does not impact Town finances.

Staff Impact.

Completion of the prior Agreement for JHLT to pay for construction of the Greenspace Diversion Improvements and completion of this Utility Locatoin Agreement required approximately 40 hours of Town Public Works Administration and Engineering staff time, and approximately 30 hours of Town Legal Department staff time.

While Town Public Works operations staff and contractors will maintain the Cache Creek Tube including the stormwater treatment unit constructed in Phase 2D, Town will not be responsible for maintaining the Greenspace Diversion Improvements including pipes and structures or the on-site water feature, as described in the Agreement.

Attachments or Links.

Attachment: Agreement and associated exhibits

Link: [Prior staff report for construction of the Greenspace Diversion Improvements in the Town's CCT2D contract](#)
(approved January 19, 2021)

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

I move to approve the Private Utility Easement Agreement between Rendezvous Land Conservancy and the Town of Jackson, subject to the conditions therein, and subject to minor changes by Rendezvous Land Conservancy and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary Agreements.

TOWN OF JACKSON
UTILITY LOCATION AGREEMENT

This Utility Location Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2021 ("**Effective Date**") by and between the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**TOJ**" or "**Grantor**"), and Rendezvous Land Conservancy, a Wyoming nonprofit organization, of P.O. Box 6430, Jackson, WY 83002 ("**RLC**" or "**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of certain public rights-of-way in Jackson, WY Teton County, Wyoming, described as follows:

The public right-of-way known as Bruun Boulevard, a.k.a North Willow Street, and

The public right-of-way known as East Broadway Ave., as shown on Plat 102 on record in the office of the Teton County Clerk

Together the ("**Public Way**");

WHEREAS, on January 19, 2021 the Jackson Town Council approved an Agreement To Pay For Utility Installation Work In The Public Right-of-way providing that prior to completion of the Cache Creek Tube Phase 2D construction, RLC and TOJ will execute a Private Utility Easement Agreement for the Greenspace Diversion Improvements, as that term is defined in the Agreement To Pay For Utility Installation Work In The Public Right-of-way, that memorializes Grantee's ownership of and its maintenance, repair, replacement, and like obligations for such Improvements;

WHEREAS, Grantor desires to grant permission to occupy that portion of the Public Way described on **Exhibit A** ("**Utility Location**"), attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Public Way, for purposes of inspecting, operating, maintaining, repairing, replacing and removing the Greenspace Diversion Improvements; and

WHEREAS, Grantee recognizes that it cannot acquire any right, title, or interest in and to the Public Way by adverse possession or otherwise due to the use.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

AGREEMENT

1. Grant of Location. Grantor hereby grants permission to Grantee to occupy the Utility Location as long as said location is used for the purposes of operating, inspecting, repairing, maintaining, reconstructing, replacing, and/or removing the Greenspace Diversion Improvements, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, and junction boxes. Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall have access to the Utility Location within the Public Way subject to the terms and conditions herein, the Jackson Municipal Code, the Land Development Regulations and any permitting requirements at the time of the work.
2. Responsibilities of the Grantee. Grantee shall:
 - A. Timely acquire all necessary permits and pay any fees and bonds associated with future work pertaining to the Greenspace Diversion Improvements to exercise its right under this Agreement for planned construction, repair, maintenance, etc.
 - B. Prior to final completion of construction of the Greenspace Diversion Improvements i) repair, replace, or rebuild any items damaged on account of any work within the Public Way, including but not limited to damaged asphalt, sidewalks, curb and gutter, Cache Creek Tube infrastructure, stormwater, water, sewer, or other existing underground utilities, etc.; ii) restore the Public Way to TOJ Construction Standards or better condition to which it was found immediately prior to the commencement of any work done by

Grantee, or Grantee's employees, agents or contractors, within the Public Way; and iii) comply with all permit conditions of approval.

- C. Perform such work in a workmanlike manner and consistent with TOJ Construction Standards. Grantor shall have the opportunity to review and approve all work to restore the Public Way and to satisfy conditions of approval for permitted work to ensure consistency with subsections B and C of this paragraph.
- D. Upon request of any excavator or person, locate its Greenspace Diversion Improvements in accordance with Wyo. Stat. Ann. § 37-12-302, as amended, as well as any other applicable state statutes governing the ownership and operation of underground utilities.

3. Relocation of System.

- A. Grantee may be required to remove and relocate the Greenspace Diversion Improvements, subject to such notice as may ordinarily be provided to users of similar structures, if: (a) to share use of the Grantor's Property with other entities; or (b) to ensure that the structures do not interfere with the use of the Grantor's Property by the public or present a risk to public health or safety. To the extent that Grantee is required to remove or relocate its System it shall be at no cost to Grantor; however, if such removal or relocation is to share the use of the Grantor's Property by a third party, nothing herein prevents Grantee from seeking compensation from that third party, or from raising a claim that the obligation to share is being applied in a manner inconsistent with applicable law.
- B. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Grantor, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Improvements interfere in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Grantor, protect or relocate the System, as may be directed by the Grantor or other governmental authority.
- C. In any case where the Greenspace Diversion Improvements must be relocated, Grantee may, as an alternative to removing its Improvements, abandon the System in place, except as the Grantor or other governmental authority may otherwise direct. If funds are available to users of the Grantor's Property for relocation, nothing herein prevents Grantee from seeking funding for relocation.

4. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Public Way in a way that would impair the rights of Grantor or others. Grantee shall not construct any utility, building, structure, or improvement within the Public Way without prior approval of the Grantor.

Grantor does not guarantee any diversion of flows to the Greenspace Diversion Improvements and Grantor reserves the right to control flows to the Greenspace Diversion Improvements as allowed by state statute. Notwithstanding the foregoing, Grantor agrees to make reasonable efforts to divert flows to the Cache Creek Tube beginning in the middle of May and ending in the beginning of October.

5. Limitations on Water Flow. Grantee shall be allowed a diverted flow of water as allowed by state statute and by the Grantor as the ditch master. The design flows for the Greenspace Diversion Improvements are for 1-2 cfs. This Agreement is not a surface water right for beneficial use, does not guarantee a diversion, and priority for diversion is according to state statute.
6. Reservations of Grantor. Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, and successors and assigns, the right to use the Public Way for any purpose including relocating the Cache Creek diversion off of private property and into the right of way whatsoever which does not damage or destroy the Greenspace Diversion Improvements, and does not permanently block, encroach or interfere with Grantee's rights, including Grantee's access to the Public Way. In the event that relocation outside of the Utility Location is required, Grantor agrees to consider a new utility location agreement or easement for the relocation of the Greenspace Diversion Improvements.

In the event the Grantor does relocate the Cache Creek diversion, nothing herein prevents Grantee from seeking agreements with other private properties to maintain a diversion to the proposed location.

7. Obstructions. Grantor shall have the right to remove, and keep removed, all or parts of any improvement, that is located within the Public Way which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of TOJ's Public Way.
8. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, specifically including all liability and responsibility for damage caused by flooding to Grantee's property or the Greenspace Diversion Improvements, and for any and all loss of life, injury to persons or damage to the Public Way as a result of work by the Grantee and Grantee's agents, contractors and subcontractors thereof within the Public Way. This indemnification includes, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith. The indemnification provided for herein shall not include indemnification for negligence of Grantor or for actions of Grantor which would otherwise make the indemnification void pursuant to Wyoming State Statutes.
9. Conflict of laws; Jurisdiction; Venue; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both Parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
10. 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.
11. 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, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
12. Non-Waiver. Failure on the part of either party to exercise, or delay in exercising, any right hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise by said party of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.
14. Governmental Immunity. Grantor does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
15. Assignment. Grantee shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of Grantor.
16. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
17. Recording. Grantee, at its cost, shall record this Agreement in the Office of the Teton County Clerk.

GRANTOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

GRANTEE:

RENDEZVOUS LAND CONSERVANCY:

By: Scott Pierson
Its: President

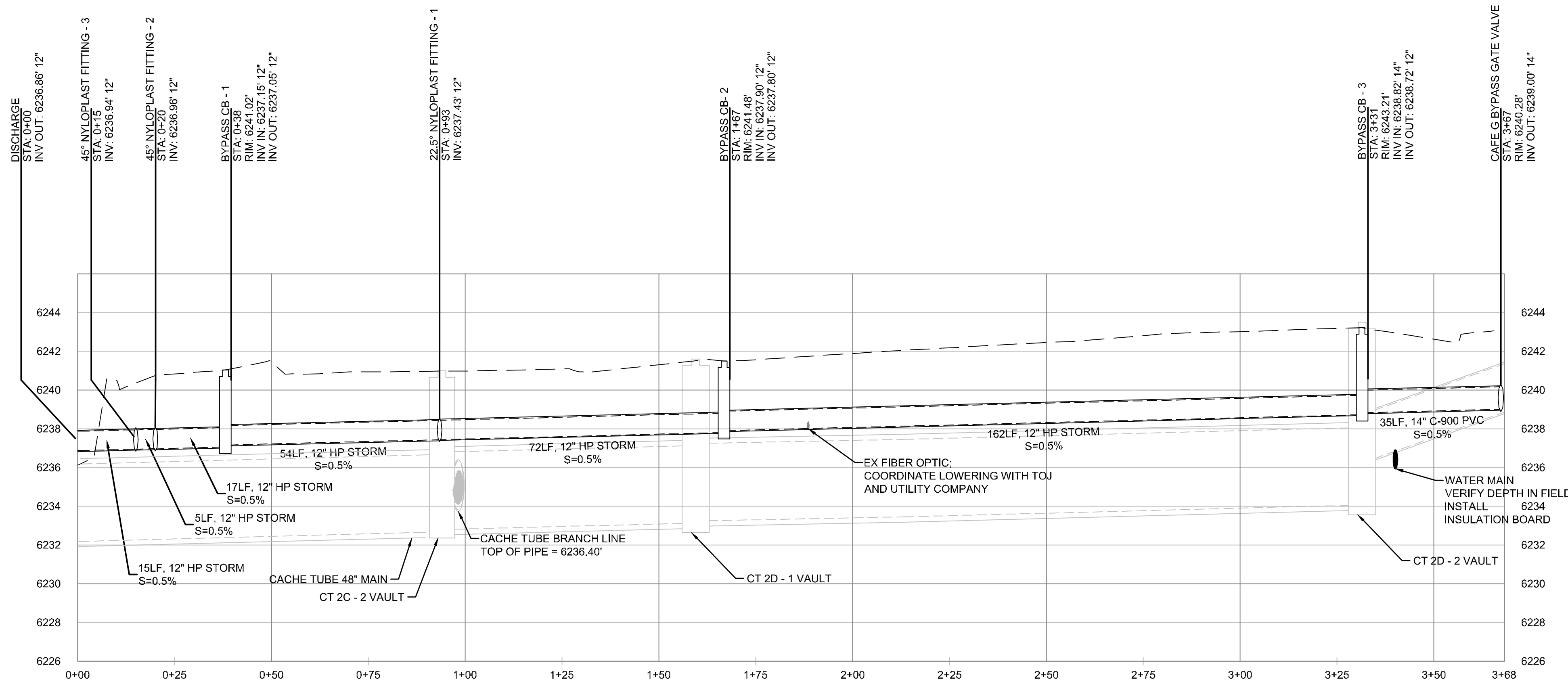
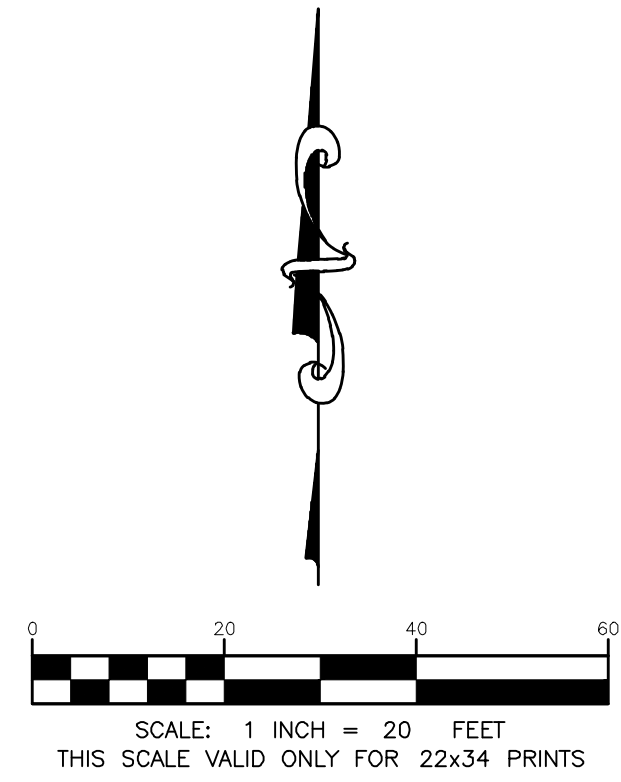
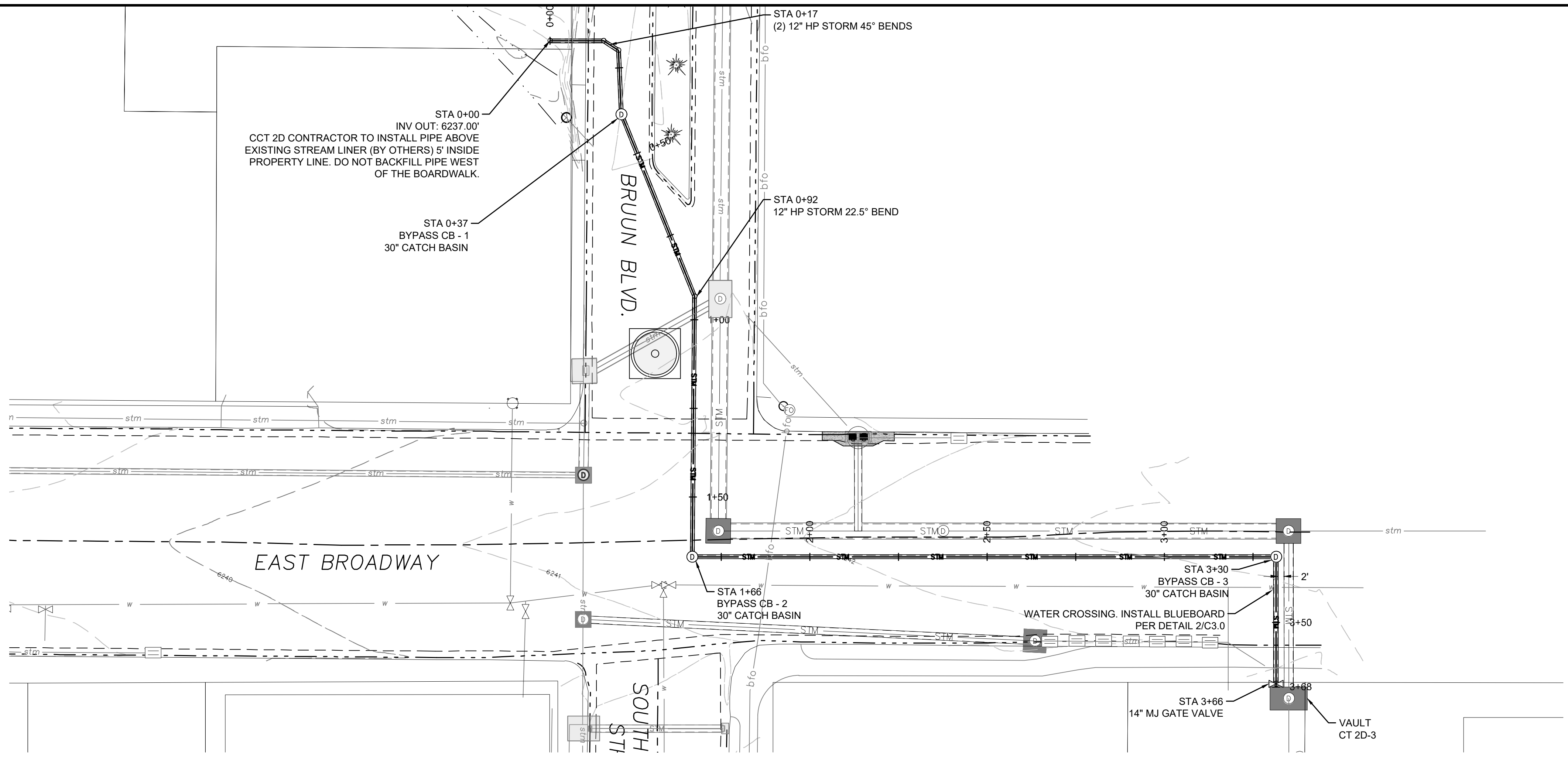
STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by Scott Pierson as President of Rendezvous Land Conservancy.

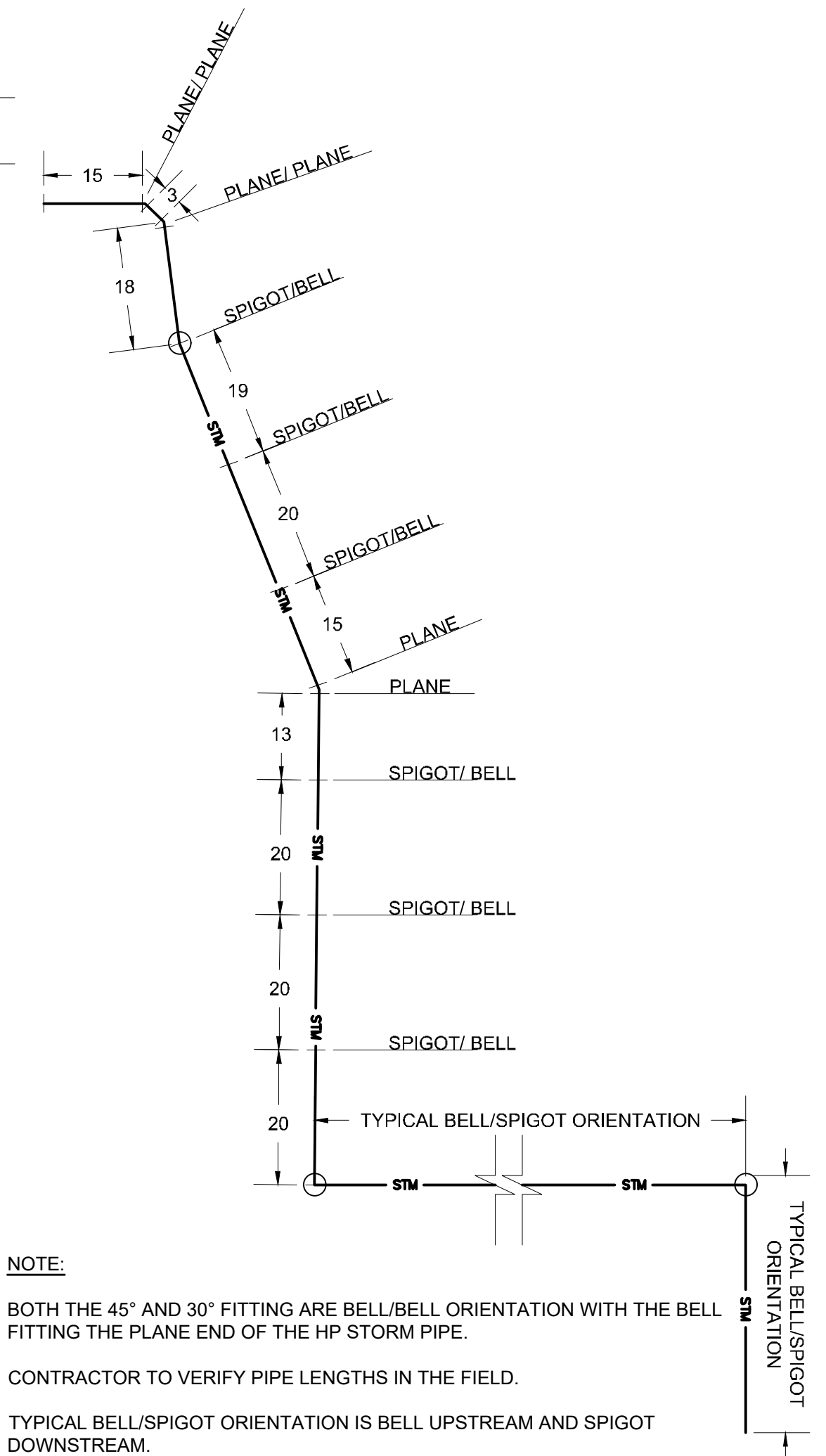
Notary Public
My Commission Expires:

DRAFTED BY:	BS
REVIEWED BY:	TK
PLAN VERSION	DATE
BID SET	2020-11-18

PROJECT NUMBER	18063
SHEET	C2.1



=PIPE PROFILE=
JHLT PARK STORM BYPASS
SCALE: HORIZONTAL 1"=10
VERTICAL 1"=2



NOTE:
BOTH THE 45° AND 30° FITTING ARE BELL/BELL ORIENTATION WITH THE BELL FITTING THE PLANE END OF THE HP STORM PIPE.
CONTRACTOR TO VERIFY PIPE LENGTHS IN THE FIELD.
TYPICAL BELL/SPIGOT ORIENTATION IS BELL UPSTREAM AND SPIGOT DOWNSTREAM.

JHLT PARK BYPASS PIPE CUT DIAGRAM VIEWPORT

EXHIBIT A
TO AGREEMENT
TO PAY FOR UTILITIES IN PROW

STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P20-201: Cache St & Broadway - WYDOT Easement	Public Comment:	Yes

Purpose & Policy Considerations.

Council approval of Utility Easement at Town Square for The Transportation Commission of Wyoming (WYDOT)

Requested Action.

Staff requests Council approve the Easement with WYDOT.

Recommendations.

Staff recommends that Council approve executing the Easement with WYDOT in Town Square

Background.

This proposed easement is located within the Town Square. The proposed easement is for power supply wiring related to traffic signal detection upgrades at Cache St and Broadway. Town Public Works and Parks and Recreation staff met at the Town Square with the WYDOT design team to review the proposed easement and alternatives. The existing power supply for this signal is routed through a failing power supply and conduit from the alley south of Broadway. The proposed plan to utilize a new and closer power source on the north side of the Town Square and run diagonally through Town Square was approved by Council at the January 4, 2021 Regular Meeting. At that meeting Council also directed staff to provide an Easement at a future meeting for Council to authorize the Mayor to execute with WYDOT.

As described in the prior staff report, in order to minimize disturbance to the park, drill/bore method will be utilized (not trenching), and existing above-ground facilities will be utilized to the extent possible. One new above-ground box will be installed next to an existing LVE box. If issues are encountered with the boring, some excavation may be required on each end of the boring and within the park. WYDOT proposes completing this work this upcoming spring (April/May 2021).

Analysis.

This Easement serves to formalize Council's January 4, 2021 approval of WYDOT's project as described above.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

This Easement supports the following Comp Plan goals:

Common Value 3 Quality of Life

Section 8. Quality Community Service Provision

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

Common Value 2 Growth Management

Section 3. Responsible Growth Management

- Principle 3.1 – Direct growth out of habitat, scenery and open space
 - o Policy 3.1.b: Direct development toward suitable Complete Neighborhood subareas
- Principle 3.2 Enhance suitable locations as Complete Neighborhoods
 - o Policy 3.2.a: Enhance the quality, desirability, and integrity of Complete Neighborhoods

Fiscal Impact.

As described in the prior staff report and approved by Council, Town does not charge WYDOT application fees but will assess a nominal \$1,000 charge for the permanent easement space occupied on the parcel of land known as Town Square.

Staff Impact.

Town Planning, Legal, and Engineering staff coordinate to process and produce the Utility Easement, 16-32 hours of staff time. Additional staff time will be required for permitting and coordinating the work, 4-8 hours.

Attachments or Links.

Electric Distribution Easement and associated Exhibits.

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

I move to approve the Electric Distribution Easement between the Transportation Commission of Wyoming and the Town of Jackson and, subject to minor changes by the Transportation Commission and upon approval by the Town Attorney and Town Engineer, authorize the Mayor to execute all necessary easements.

TOWN OF JACKSON
UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 20____ ("**Effective Date**") by and between the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantor**"), and THE TRANSPORTATION COMMISSION OF WYOMING, a department of the State of Wyoming, of 5300 Bishop Blvd, Cheyenne, Wyoming 82003-3340 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 25 East Broadway Ave.

Legal Description: Lots 1 through 8, Block 1, of Club House Addition to the Town of Jackson (Town Square Park) according to that plat recorded in the office of the Teton County Clerk on June 29, 1914 as Plat Number 108.

PIDN: 22-41-16-27-3-23-001 ("**Grantor's Property**");

WHEREAS, Grantee is a state government department created pursuant to Wyo. Stat. § 24-2-101, that constructs, inspects, maintains, repairs and replaces underground power lines, surface control boxes, and necessary and pertinent structures and other facilities associated with traffic signal detection (collectively "**WYDOT's Signal Utility System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on **Exhibit A ("**Easement Area**")**, which easement encumbers a 15-foot wide by 195-foot long strip, and a 5-foot by 10-foot area, and a 10-foot by 10-foot area, all on the Grantor's Property and approximately 0.070 acres total, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the *Easement Area*, for purposes of laying out, constructing, inspecting, operating, maintaining, repairing, replacing, and, if necessary or desired, removing new and existing portions of WYDOT's Signal Utility System which benefits the Town by improving traffic flow;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement in, on, over, under, across, and through the Easement Area for as long as the Easement Area is used for the following purposes: constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing WYDOT's Signal Utility System, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, power lines, service points, and control boxes, in, over, across, through, and under the Easement Area. Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall have access to the Easement Area subject to the terms and conditions herein, the Town of Jackson Municipal Code, and the Town of Jackson Land Development Regulations and permitting requirements at the time of the work.

Grantor agrees that all wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the discretion of the Grantee at the Grantee's expense and, as set forth below, as required by Grantor.

2. Responsibilities of the Grantee. Grantee shall:
 - A. Timely acquire all necessary permits and pay any fees and bonds associated with future work pertaining to the WYDOT Signal Utility System to exercise its right under this Agreement for planned construction, repair, maintenance, etc.
 - B. Prior to final completion of construction of the WYDOT Signal Utility System (i) repair, replace, or rebuild any items damaged on account of any work within the Grantor's Property, including but not limited to damaged asphalt, sidewalks, curb and gutter, stormwater, water, sewer, irrigation or other existing underground utilities, etc.; ii) restore the Grantor's Property to Town of Jackson Construction Standards or better condition to which it was found immediately prior to the commencement of any work done by Grantee, or Grantee's employees, agents or contractors, within the Grantor's Property, and (iii) comply with permitted conditions of approval.
 - C. Perform such work in a workmanlike manner and consistent with TOJ Construction Standards. Grantor shall have the opportunity to review and approve all work to restore the Grantor's Property and to satisfy conditions of approval for permitted work to ensure consistency with subsections B and C of this paragraph.
 - D. Upon request of any excavator or person, locate its WYDOT Signal Utility System in accordance with Wyo. Stat. Ann. § 37-12-302, as amended, as well as any other applicable state statutes governing the ownership and operation of underground utilities.
3. Relocation of System.
 - A. Grantee may be required to remove and relocate the WYDOT Signal Utility System, subject to such notice as may ordinarily be provided to users of similar structures, if: (a) to share use of the Grantor's Property with other entities; or (b) to ensure that the structures do not interfere with the use of the Grantor's Property by the public or present a risk to public health or safety. To the extent that Grantee is required to remove or relocate its System it shall be at no cost to Grantor; however, if such removal or relocation is to share the use of the Grantor's Property by a third party, nothing herein prevents Grantee from seeking compensation from that third party, or from raising a claim that the obligation to share is being applied in a manner inconsistent with applicable law.
 - B. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Grantor, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the System interferes in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Grantor, protect or relocate the System, as may be directed by the Grantor or other governmental authority.
 - C. In any case where the System must be relocated, Grantee may, as an alternative to removing its System, abandon the System in place, except as the Grantor or other governmental authority may otherwise direct. If funds are available to users of the Grantor's Property for relocation, nothing herein prevents Grantee from seeking funding for relocation.
4. Purchase Price. The purchase price is based on the value of the physical land occupied and its use by a public entity. Grantee will make a single payment to Grantor, in the amount of \$1000.00. Payment will be made by the Grantee using ACH or check.
5. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Easement Area in a way that would impair the rights of Grantor or others. Grantee shall not construct any utility, building, structure, or improvement within the Easement Area without prior approval of the Grantor.
6. Reservations of Grantor. Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, and successors and assigns, the right to use the Grantor's Property subject to this Agreement for any purpose whatsoever which does not damage or destroy the WYDOT Signal Utility System, and does not permanently block, encroach or interfere with Grantee's rights, including Grantee's access to the Grantor's Property. In the event that relocation outside of the Easement Area is required, Grantor agrees to consider a new utility location agreement or easement for the relocation of the WYDOT Signal Utility System.
7. Obstructions. Grantor shall have the right to remove, and keep removed, all or parts of any improvement, that is located within the Grantor's Property which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of the Grantor's Property.

8. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, and for any and all loss of life, injury to persons or damage to the Grantor's Property as a result of work by the Grantee and Grantee's agents, contractors and subcontractors thereof within the Grantor's Property. This indemnification includes, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith. The indemnification provided for herein shall not include indemnification for negligence of Grantor or for actions of Grantor which would otherwise make the indemnification void pursuant to Wyoming State Statutes.
9. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
10. Conflict of Laws, Jurisdiction, Venue; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both Parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
11. 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.
12. 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, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
13. Non-Waiver. Failure on the part of either party to exercise, or delay in exercising, any right hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise by said party of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.
15. Governmental Immunity. Grantor does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
16. Assignment. Grantee shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of Grantor.
17. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

GRANTOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Sandra P. Birdyshaw
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

GRANTEE:

THE TRANSPORTATION COMMISSION OF WYOMING

By: (name) _____
Its: (title) _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by (name) _____
_____ as (type of authority, e.g., title) _____ of The Transportation Commission of
Wyoming.

Notary Public
My commission expires: _____

LEGEND:

- EXISTING PULL BOX TO REMAIN
- EXISTING DRILLED SHAFT
- EXISTING CONDUIT
- EXISTING VEHICLE SIGNAL INDICATION W/ BACK PLATE
- EXISTING VEHICLE SIGNAL INDICATION
- EXISTING PEDESTRIAN SIGNAL INDICATION
- RELOCATED TRAFFIC CONTROLLER CABINET (332 CABINET FOOTING)
- CONDUIT RIGID PVC
- CONDUIT TO BE BORED
- PULL BOX TYPE A
- PULL BOX TYPE B
- PULL BOX TYPE RB
- BELL CAMERA VIDEO DETECTOR
- SERVICE POINT PEDISTAL
- FLAG NOTE SYMBOL

NOTES:

- ALL CONCRETE REMOVAL REQUIRED TO BE REPLACED IN KIND.
- TRACER WIRE TO LOOP THROUGH ALL PULL BOXES AND TRAFFIC SIGNALS.
- END OF TRACER WIRE TO BE TAPED AND SCOTCHKOTED.

FLAG NOTE:

- REPLACE EXISTING PULL BOX AS SHOWN.
- PULLBOX IS BELOW BOARDWALK WOOD DECKING HATCH, IF ADDITIONAL BOARDWALK NEEDS TO BE REMOVED, CONTACT SAM JEWISON (307-690-5864)
- SEE SHEET NO. 12, FOR SERVICE POINT INFORMATION.
- ACQUIRE UTILITIES EASEMENT - 10'-0" x 10'-0"
- VIDEO DETECTION TO BE MOUNTED ON THE MAST ARM AT A HEIGHT OF 7'-0", SEE MANUFACTURERS RECOMMENDATIONS.

GENERAL NOTES:

- COMPLETELY REMOVE THE EXISTING DETECTION SYSTEM FROM THIS INTERSECTION WITH THE EXCEPTION OF ANY EXISTING WAVETRONIX EQUIPMENT. THIS INCLUDES ALL ASSOCIATED CABLES FROM THE TRAFFIC CONTROL CABINET AND ALL CONDUIT RUNS. DISCONNECT LOOPS AT THE NEAREST PULL BOX AND ABANDON. ALL REMOVED EQUIPMENT IS TO BE RETURNED TO WYDOT AS DIRECTED BY DISTRICT TRAFFIC PERSONNEL.
- CONTRACTOR IS ADVISED TO COMPLETE ALL DETECTION AT A GIVEN INTERSECTION BEFORE MOVING TO THE NEXT INTERSECTION. THIS MAY BE ALTERED WITH PERMISSION FROM THE RESIDENT ENGINEER OR TRAFFIC OPERATIONS. TRAFFIC SIGNALS SHALL NOT BE LEFT IN A PRE-TIMED STATE OVER THE WEEKEND; AT A MINIMUM THEY SHALL OPERATE SEMI-ACTUATED.

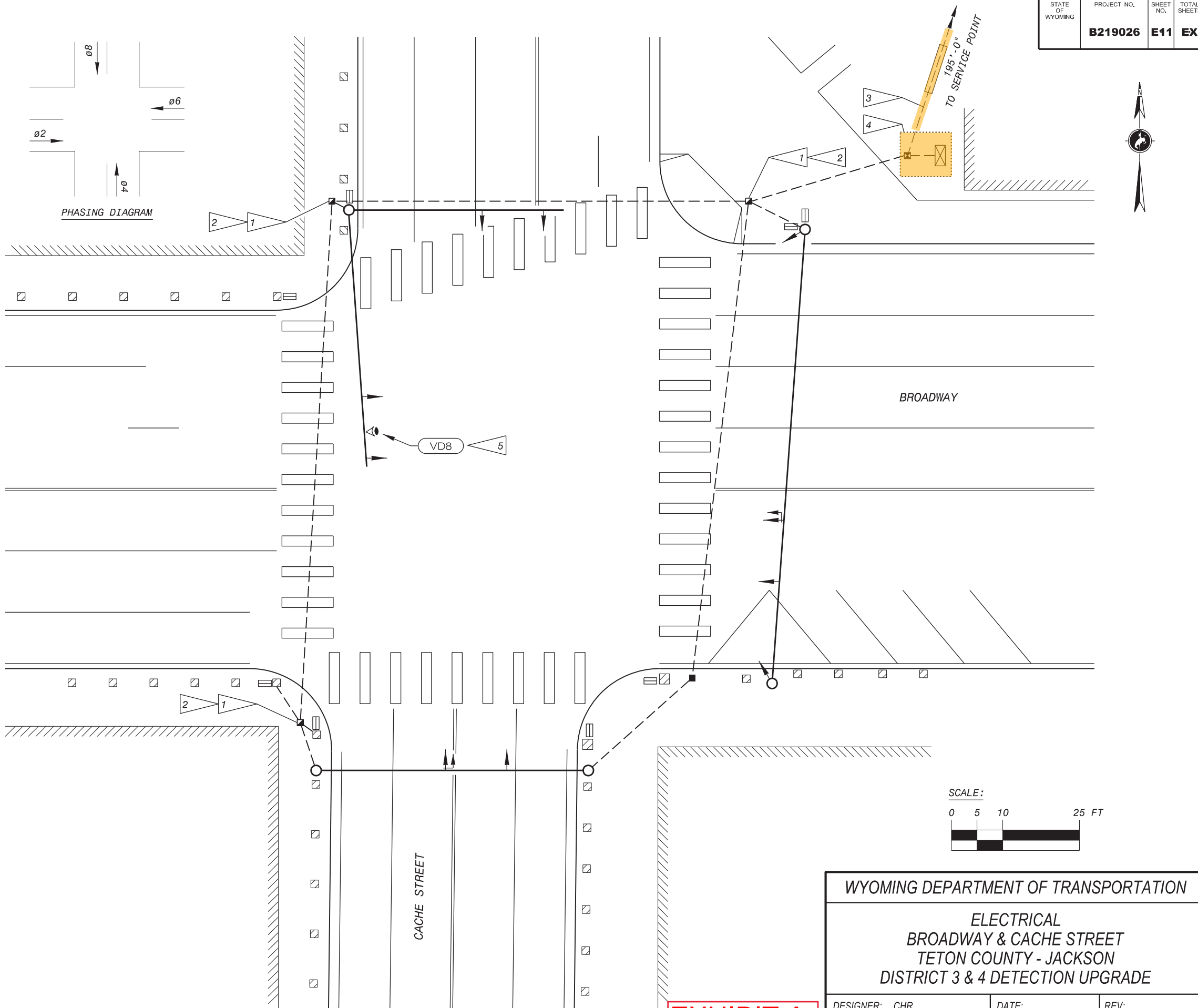


EXHIBIT A

WYOMING DEPARTMENT OF TRANSPORTATION		
ELECTRICAL BROADWAY & CACHE STREET TETON COUNTY - JACKSON DISTRICT 3 & 4 DETECTION UPGRADE		
DESIGNER: CHR	DATE:	REV:
ENGINEER: BR	SHEET 1 OF 2	

LEGEND:

- CONDUIT RIGID PVC
- CONDUIT TO BE BORED
- PULL BOX TYPE A
- SERVICE POINT PEDISTAL
- GROUNDING ROD
- EXISTING TRANSFORMER
- FLAG NOTE SYMBOL

NOTES:

1. TRACER WIRE TO LOOP THROUGH ALL PULL BOXES AND TRAFFIC SIGNALS.
2. END OF TRACER WIRE TO BE TAPED AND SCOTCHKOTED.

FLAG NOTE:

- 1 SEE SHEET NO. 11, FOR SIGNAL INFORMATION.
- 2 ACQUIRE CONSTRUCTION PERMIT FOR A BORE PIT.
- 3 ACQUIRE UTILITIES EASEMENT - 5'-0" x 10'-0" 15'-0" WIDE
- 4 EASEMENT WILL BE REQUIRED FOR THE BORED CONDUIT UNDER THE PARK. ENSURE ALL UTILITIES IN PARK HAVE BEEN LOCATED BEFORE BORING.
- 5 INSTALL LOCATE SYSTEM GROUNDING ANODE 90° FROM CONDUIT RUN, AS SHOWN. GROUNDING ANODE IS INCIDENTAL TO SERVICE POINT BID ITEM. YELLOW TRACER WIRES ARE TO BE TERMINATED AT SEPERATE TERMINALS ON THE THE LOCATE ACCESS BOX. GROUND WIRE SHOULD BE TERMINATED ON THE UPPER TERMINAL OF THE LOCATE ACCESS BOX.
- 6 FOR ANY QUESTIONS REGARDING BOARDWALK WOOD DECKING REMOVAL AND REINSTALLATION, CONTACT SAM JEWISON (307-690-5864).

STATE OF WYOMING	PROJECT NO.	SHEET NO.	TOTAL SHEETS
	B219026	E12	EX

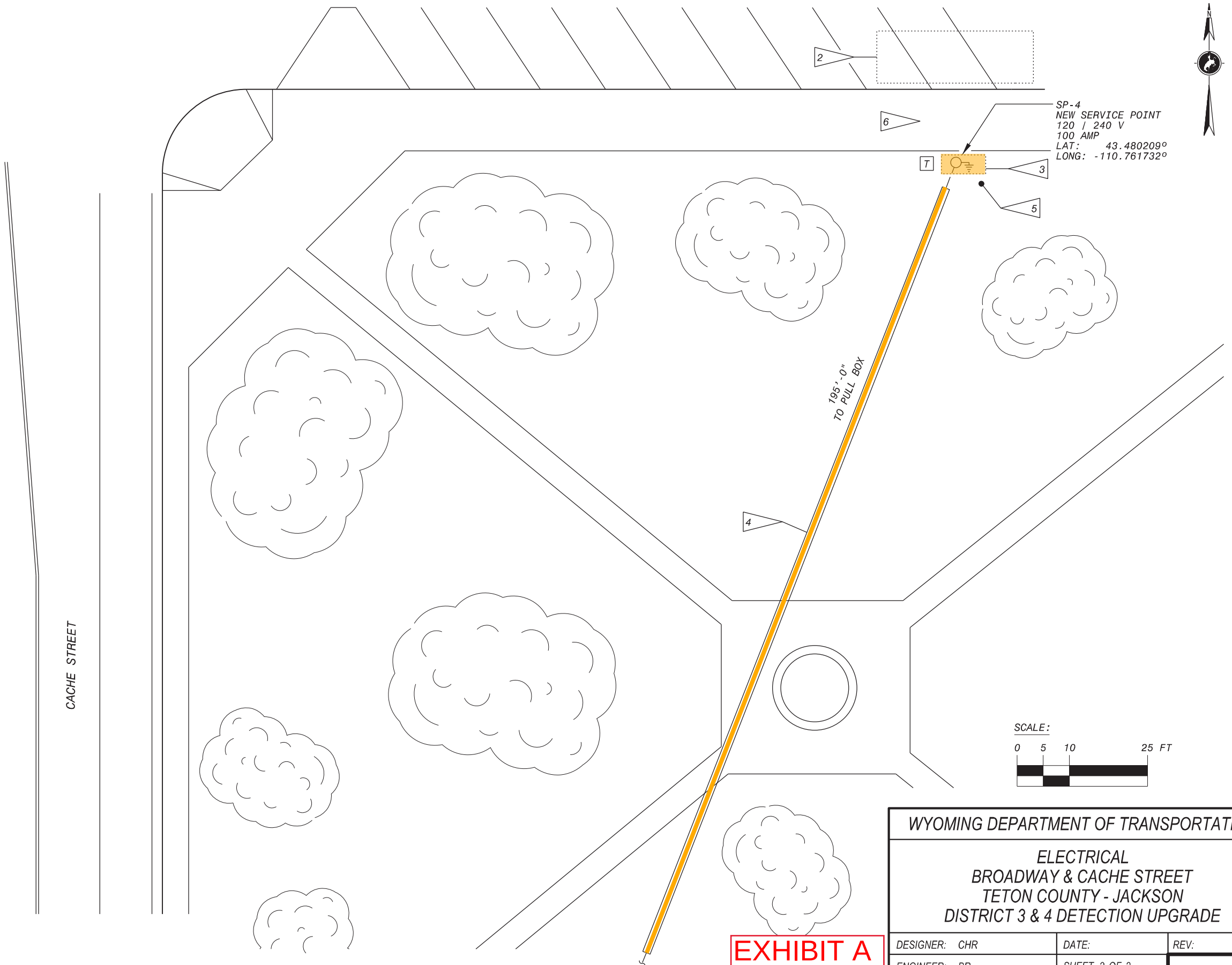


EXHIBIT A

STAFF REPORT



Meeting Date:	2/16/2021	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Restriction Amendment 152 Gill Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council will consider an amendment to the restriction for 152 E. Gill Avenue Unit 5, an Affordable Rental unit in the 80 – 120% income range.

Requested Action.

Approve the Amendment to the restriction to correct the error.

Recommendations.

Staff recommends approval of the amendment.

Background.

The Housing Department Rules and Regulations direct staff to record the new standard restrictions when possible on all Affordable Rental Units after June 4, 2019.

On January 5th the new standard restriction was recorded on an Affordable Rental Unit located at 152 E. Gill Avenue #5. This unit has an 80 – 120% income range. Staff has discovered that a correction is needed in Section 2.A.2. The income range of the unit was left out of this paragraph.

An amendment to the restriction is needed to correct this error.

Analysis.

If the amendment is not approved, it will be unclear which income range in which this unit is classified. The restriction could be challenged in the future.

Alternatives (Optional).

None.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

The Housing Department will pay \$18.00 in recording fees.

Staff Impact.

Staff will ensure the amendment is signed by all parties and record the document.

Attachments or Links.

- First Amendment To Complete Amendment And Restatement Special Restrictions For Affordable Condominium Rental Housing Located at 152 E Gill Avenue Unit 5, Town of Jackson, Wyoming.

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

I move to approve the First Amendment to the Complete Amendment and Restatement Special Restrictions for Affordable Condominium Rental Housing Located at 152 E Gill Avenue Unit 5, Town of Jackson, Wyoming.

FIRST AMENDMENT TO COMPLETE AMENDMENT AND RESTATEMENT SPECIAL RESTRICTIONS FOR
AFFORDABLE CONDOMINIUM RENTAL HOUSING LOCATED AT 152 E GILL AVENUE UNIT 5,
TOWN OF JACKSON, WYOMING.

This First Amendment To Complete Amendment And Restatement Of The Special Restrictions For Employee Housing Located At The Gayle Building ("**First Amendment**") is made and entered into to be effective as of the _____ day of _____, 2021, by and between the Teton County Housing Authority ("**TCHA**"), Sage Properties, Inc. ("**Owner**"), and Town of Jackson ("**Town**"), (collectively the "**Parties**").

RECITALS

WHEREAS, on the 5th day of January 2021 the Parties executed the *Complete Amendment And Restatement Of The Special Restrictions For Employee Housing Located At 152 E Gill Avenue Unit 5, Town of Jackson, Wyoming* ("**Special Restriction**") providing terms, covenants and conditions of the Special Restrictions burdening Unit 5 of the Gayle Building Condominium Addition to the Town of Jackson being identical with A Parcel Located within SW1/4SW1/4 Section 27, T41N, R116W, 6th P.M. Town of Jackson Teton County, Wyoming According to that Plat recorded in the Office of the Teton County Clerk as Plat No. 1354; and

WHEREAS, Section 6 of the Special Restriction provides that it "may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, with the written consent of Owner of the Residential Unit and The Town of Jackson, Wyoming"; and

WHEREAS, the Parties wish to amend the Special Restriction as set forth in this First Amendment to correct a scrivener's error.

NOW, THEREFORE, in consideration of the Recitals, mutual covenants, agreements, undertakings, and benefits to the Parties, the Parties hereto agree as follows:

Section 2.A.2 Income Restriction, Is Hereby Amended As Follows:

Income Restriction. The Qualified Household's gross income shall be less than 120% of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap").

OWNER

James G. Anderson, Sage Properties, Inc. Director

[illegible]

This instrument was acknowledged before me on the _____ day of _____, 2021, by James G. Anderson as Director of Sage Properties, Inc.

WITNESS my hand and official seal.

SEAL

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was acknowledged before me on the _____ day of _____ 2021, by Stacy A. Stoker as Housing Manager of Jackson/Teton County Affordable Housing Department.

WITNESS my hand and official seal.

SEAL

Notary Public
My commission expires:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was acknowledged before me on the _____ day of _____ 2021, by
Hailey Morton Levinson as Mayor of the Town of Jackson.

WITNESS my hand and official seal.

SEAL

Notary Public
My commission expires:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

This instrument was attested before me on the _____ day of _____ 2021, by
Sandra P. Birdyshaw as Clerk of the Town of Jackson.

WITNESS my hand and official seal.

SEAL

Notary Public

My commission expires:

STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Larry Pardee
Agenda Item:	Professional Services Contract for Legislative Liaison	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

To approve a contract with Mike Smith with Crowley Fleck PLLP, to represent the Town in government affairs as a Legislative Liaison in Cheyenne during the State of Wyoming 66th Legislature 2021 general session.

Requested Action.

To approve a Legislative Liaison professional services contract.

Recommendations.

Staff recommends approval of a contract with Mike Smith to serve as a Legislative Liaison in Cheyenne for the Town of Jackson.

Background.

The Town of Jackson and Teton County have tried in the past two years to find support and help during the annual legislative sessions to provide services in connection with governmental affairs representation of the Town of Jackson. Issues will include, but not be limited to, monitoring legislative developments related to local control of subdivision planning and zoning and potential real estate transfer taxes and other issues of concern to the Town of Jackson. Governmental affairs representation may include representing the Town of Jackson before elected officials, testifying before relevant legislative committees and meetings with state agency personnel. Mike Smith will be the primary Attorney for purposes of providing services under the Contract.

Analysis.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

In order to implement the vision of the Comprehensive Plan, support at the State level is oftentimes required. Legislative issues cross over each of the common values of community character, each section, and each principle in the Comprehensive Plan.

Fiscal Impact.

The amount is \$7,000 and is in our current approved 2021 budget.

Staff Impact.

Town Attorney and Town Manager have spent a few hours in review of draft contract and discussions with Mike Smith. We estimate a few hours a week until the end of the Legislative Session, Friday April 2nd 2021.

Attachments or Links.

Legislative Liaison Contract.

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

I move to approve the Attorney-Client Fee Contract with Crowley Fleck PLLP, for Government Affairs representation as a Legislative Liaison and authorize the Mayor to execute the contract on behalf of the Town of Jackson.

ATTORNEY-CLIENT FEE CONTRACT

This Attorney-Client Fee Contract, hereinafter "Contract," is entered into by and between the Town of Jackson, Wyoming, hereinafter referred to as "Client," and Crowley Fleck PLLP, hereinafter "Attorney."

1. **Conditions.** Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract.

2. **Scope and Duties.** Client hires Attorney to provide legal services in connection with Governmental Affairs representation of the Town of Jackson. Issues will include, but not be limited to, monitoring legislative developments related to local control of subdivision planning and zoning, potential real estate transfer taxes and other issues of concern to Client. Governmental Affairs representation may include representing Client before elected officials, testifying before relevant legislative committees and meetings with state agency personnel. Mike Smith will be the primary Attorney for purposes of providing services under the Contract. Attorney shall provide legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts.

3. **Legal Fees.** Client agrees to pay Attorney a monthly retainer of \$3,500.00 during the period of Monday, February 1, 2021 to Friday, April 2, 2021. If the \$7,000.00 retainer is substantially out of line with the governmental affairs needs of the Client, adjustments to this Contract can be made upon mutual agreement of Client and Attorney.

4. **Costs and Expenses.** In addition to paying legal fees, Client shall reimburse Attorney for costs and expenses incurred by Attorney, including, but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, parking, mileage at the then-current IRS mileage rate, reasonable entertainment expenses and other similar items. Entertainment expenses must be pre-approved by Client. Client's duty to reimburse parking and travel expenses will apply only to trips made solely on behalf of Client and not as a result of day to day activity.

5. **Statements.** Attorney shall send Client monthly statements for fees and costs incurred. Client shall pay Attorney's statements within 30 days after each statement's date. A finance charge of 12% per month will be assessed on all balances outstanding 60 days after the statement mailing date. Client may request a statement at intervals of no less than 30 days. Upon Client's request, Attorney will provide a statement within 10 days.

6. **Discharge and Withdrawal.** Client may discharge Attorney at any time. Attorney may withdraw at any time with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

7. **Potential Conflicts.** Client recognizes that Attorney provides governmental affairs representation to a wide variety of clients. Neither Client nor Attorney know of or expect any conflicts concerning other clients' interests. However, should a conflict arise, Client and Attorney will use best efforts to resolve any such conflict. If resolution is not possible, either party may terminate this Contract.

8. **Special Consent to Future Conflicts.** Our firm represents a large number of diverse clients some of whom may from time to time have reason to be adverse to Client on matters unrelated to Government Affairs representation of the City. Such matters may include, without limitation, commercial transactions, zoning disputes, property rights, regulatory compliance, or other litigation or transactional matters.

As a condition of our agreement to represent Client in connection with the Government Affairs Work, Client agrees that our representation of Client in such matters will not disqualify our firm from opposing Client in other matters that are unrelated to the subject matter of the Government Affairs Work, and Client consents to and waives any conflict of interest with respect to those other representations in which our clients are or may become adverse to Client. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Client that is acquired by us as a result of our representation of Client to Client's material disadvantage in connection with any litigation or other matter in which we are opposed to Client. By signing in the place indicated below, Client, by and through its authorized representative, formally waives all rights to assert a conflict of interest or any claims arising from that conflict of interest in the firm's representation of future Adverse Clients with regard to other matters unrelated to the Government Affairs Work.

9. **Conclusion of Services.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

10. **Disclaimer of Guarantee.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

11. **File Retention.** The law firm to keep closed files for ten years. At that time, Client will be contacted to determine whether Client wishes to receive the contents of the file. If not, the closed file will be destroyed.

12. **Effective Date.** This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

Signatures on Next Page

CROWLEY FLECK PLLP
P.O. Box 394
106 East Lincolnway, Suite 300
Cheyenne, WY 82003
(307) 772-4865

By Michael D. Smith
Mike Smith

Date 1/26/2021

The Town of Jackson, Wyoming

By _____

Its _____

Date _____

STAFF REPORT



Meeting Date:	2/16/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Whole Foods Market Application to Transfer Ownership of Retail Liquor License and Renewal Application	Public Comment:	Yes, public hearing for protests

Purpose & Policy Considerations.

Consideration of an application to transfer the ownership of a restaurant liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

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

Requested Action.

Staff requests the Council consider statutory findings for the transfer of ownership of a restaurant liquor license.

Recommendations.

Staff makes no recommendation on whether to approve or deny the transfer application.

Background.

On January 27, the Town Clerk received an application from Whole Foods Market Rocky Mountain/Southwest L.P. to transfer the ownership of a retail liquor license currently held by Wyoming Grocer LLC dba Jackson Whole Grocer.

The application was distributed according to Town procedure to Town and joint departments for review and comment. The Wyoming Liquor Division has certified the application complete.

This item addresses both the transfer application and renewal of this license together since this the rest of the annual renewals will be heard after this. The transfer application only covers the current liquor year ending March 31, 2021. The renewal application covers the next liquor year ending March 31, 2022.

Analysis.

The Town Council should consider the following from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the transfer of a liquor license:

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

Alternatives (Optional).

Deny the application.

Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Upon approval, the transfer fee of \$100 and the annual renewal fee of \$1,500 will be deposited into the Town's general fund. The license will also generate an undetermined amount of sales tax revenue.

Staff Impact.

Staff impact includes approximately 4 hours to review and working closely with the applicant to complete the application package, working with the Wyoming Liquor Division, communicating, and working with departments during review, providing a complete staff report, presenting to Council, and if approved, printing and issuing the license. If approved, this license would be included in the Police Department's compliance visits.

Attachments or Links.

Transfer Application

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

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the retail liquor license transfer of ownership application and renewal application made by Whole Foods Market Rocky Mountain/Southwest L.P. *doing business as* Whole Foods Market subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval has been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

- 1) Prior to liquor license issuance, the Town Clerk will receive certification of the successful closing of the private transaction and the fully executed lease to replace the Statement of Lease.
- 2) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.



550 BOWIE STREET, AUSTIN, TEXAS 78703
WWW.WHOLEFOODSMARKET.COM
WHOLE FOODS. WHOLE PEOPLE. WHOLE PLANET.

January 27, 2021

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

Re: Whole Food Market / Jackson Whole Grocer - Liquor License Transfer Application

Dear Sandy,

Please find enclosed the following application documents related to the transfer of a Retail Liquor License from Wyoming Grocer LLC to Whole Foods Market Rocky Mountain/Southwest, L.P. (Whole Foods Market)

Liquor License

1. One original liquor license application with all required notarized signatures.
2. Two original Affidavits of Authorization / Affidavit of Understanding signed and notarized for each person who signed the application.
3. One SEC Form 10-K for Amazon.com, Inc. (2019), a publicly traded entity, the ultimate parent company of Whole Foods Market. The 2020 10-K will be publicly available February 2, 2021
4. A Statement of Lease certifying our intent to sign a lease, including the required terms, for the licensed premise.
5. A copy of the floor plan (11 x 17 or smaller) indicating the place of sale and service of alcohol.
6. One Plan of Operations form.
7. One Assignment of License signed by the current owner of the license.
8. Two separate checks made payable to Town of Jackson in the amount of \$100.00 for publishing fees and the license transfer fee.

Business License

1. One original business license application with notarized signature.
2. One check made payable to the Town of Jackson in the amount of \$500.00.

Thank you very much for your assistance with this matter and please do not hesitate to reach out to me by phone or email with any questions or concerns you might have.

Sincerely,

Jacob Creswell
Sr. Licensing Administrator
Whole Foods Market Licensing Team
jacob.creswell@wholefoods.com
(737) 230-8612

NEW or TRANSFER
LIQUOR LICENSE or
PERMIT APPLICATION

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

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #
# mths	Prorated Fee: \$	Date filed with clerk: 1/28/2021
	Transfer Fee: \$ 100.00	Advertising Dates: (2 Weeks) 2/3 & 3/10
	Publishing Fee: \$ 100.00	Hearing Date: 2 / 16 / 2021
License Term:	2 / 14 / 2021 through 3 / 31 / 2021	
	Month Day Year	Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Whole Foods Market Rocky Mountain/Southwest, L.P.

Trade/Business Name (dba): Whole Foods Market

Building to be licensed/Building Address: 1155 S Hwy 89

Number & Street

Jackson WY 83001 Teton

City State Zip County

Mailing Address: PO Box 684786 Austin TX 78768-4786

Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 733-0450 Fax Number: ()

E-Mail Address: cenlicensingteam@wholefoods.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Zoned: Commercial Residential 3 (CR-3) Pt of Lot 1, SEC 6, T40N, R116W, PARCEL 1+2

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☐ NEW LICENSE	☒ CITY OF: JACKSON	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF: _____	☐ PARTNERSHIP
☒ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☒ LP/LLP
FORMERLY HELD BY: Wyoming Grocer LLC d/b/a Jackson Whole Grocer		☐ LLC
		☐ CORPORATION
		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER _____

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

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

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

If not full time, specify:

Months of Operation from _____ to _____ Days of Week (e.g. Mon through Saturday) from 7 DAYS to _____ Hours of Operation (e.g. 10am to 2am) from 7 AM to 10 PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building? ☐ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

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

(A) Lease expiration date _____, located on page _____ paragraph _____ of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain:

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
WHOLE FOODS MARKET SOUTHWEST INVESTMENTS, INC.		550 Bowie St. Austin, TX 78703	512-477-5566	26	99%	YES ☐ NO ☒	YES ☐ NO ☒
WHOLE FOODS MARKET ROCKY MOUNTAIN / SOUTHWEST I, INC.		550 Bowie St. Austin, TX 78703	512-477-5566	26	1%	YES ☐ NO ☒	YES ☐ NO ☒
Keith Manbeck President				2	0%	YES ☐ NO ☒	YES ☐ NO ☒
Jay Warren Secretary				1	0%	YES ☐ NO ☒	YES ☐ NO ☒
Patricia Yost Asst. Secretary				15	0%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

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

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

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

☐ YES ☐ NO

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

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

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

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

☐ YES ☐ NO

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

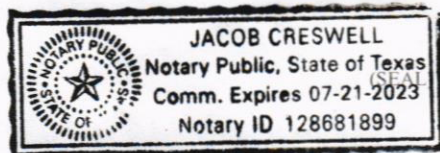
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF TEXAS)
) SS.
COUNTY OF TRAVIS)

Signed and sworn to before me on this 27th day of January, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	Keith Manbeck (Printed Name)	President Title
2) <u>[Signature]</u> (Signature)	Jay Warren (Printed Name)	Secretary Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



[Signature]
Signature of Notary Public

My commission expires: 7/21/23

ASSIGNMENT OF LICENSE

This Assignment of License ("Assignment") is executed by Wyoming Grocer LLC d/b/a Jackson Whole Grocer ("JWG") as of the date set forth below.

Recitals

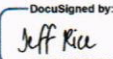
- a. JWG is located at 1155 S. Hwy 89, Jackson, Wyoming 83001 (the "Store Location").
- b. JWG owns a Wyoming Full Retail Beverage License, having license number 114 ("License").
- c. JWG is selling the License to Whole Foods Market Rocky Mountain/Southwest, L.P. ("Whole Foods").
- d. Pursuant to Wyo.Stat.Ann. § 12-4-601(b), Whole Foods must include with its application to transfer the License an assignment in which JWG assigns the License, and transfers ownership of the License, to Whole Foods.

Assignment

1. JWG hereby assigns the License, and transfers ownership of the License, to Whole Foods.
2. This Assignment is signed by representative of JWG, the current owner of the License.
3. This Assignment shall be effective upon (a) the approval of this Assignment by the licensing authority and (b) the closing of the sale by JWG to Whole Foods of certain of JWG's properties and assets used in or associated with JWG's business of a supermarket at the Store Location.
4. Upon assignment, Whole Foods may exercise the privilege of continuing the business authorized by the License.
5. Should the closing of the sale by JWG to Whole Foods described above close before the transfer of the License from JWG to Whole Foods has been fully approved by the Town of Jackson and the State of Wyoming, JWG authorizes Whole Foods to utilize the License to the fullest extent permitted by law until the License is fully transferred to Whole Foods.

This Assignment is executed on November 23, 2020.

Wyoming Grocer LLC
d/b/a Jackson Whole Grocer Jackson Whole
Grocer

By: 
Printed Name: Jeff Rice
Its: Managing Member

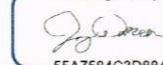
Statement of Lease

1. Jackson Whole Grocer ("JWG") operates a business at 1155 S. Hwy 89, Jackson, Wyoming 83001 ("the Property")
2. JWG occupies the property pursuant to a lease ("Lease") with S HWY PROPERTY, LLC ("Landlord").
3. JWG owns a Wyoming Full Retail Beverage License, which it utilizes at the Property.
4. Whole Foods Market Rocky Mountain/Southwest L.P. ("Whole Foods") is in the process of purchasing the business, including the License, from JWG.
5. As part of the purchase, the Lease will be assigned from JWG to Whole Foods.
6. Whole Foods intends to submit its application to the City of Jackson to transfer the License as soon as possible, which may occur before the Lease assignment is complete.
7. The City of Jackson has requested that Whole Foods submit this Certified Statement of Lease with its application so that the application may be processed, to be followed by Whole Foods submitting the Lease assignment when complete.
8. Pursuant to the City of Jackson's request, Whole Foods provides the following information:
 - a. Whole Foods has a signed agreement in place with JWG to purchase the business and the License.
 - b. Whole Foods is actively working with Landlord to execute an assignment of the Lease.
 - c. The term of the Lease will expire no sooner than March 31, 2022.
 - d. Whole Foods will provide the City of Jackson the executed assignment of Lease as soon as it is complete.
 - e. The sale and service of alcohol will be an allowed use of premise pursuant to the terms of the Lease.

Executed on January 26, 2021.

Whole Foods Market Rocky Mountain/Southwest L.P.

DocuSigned by:



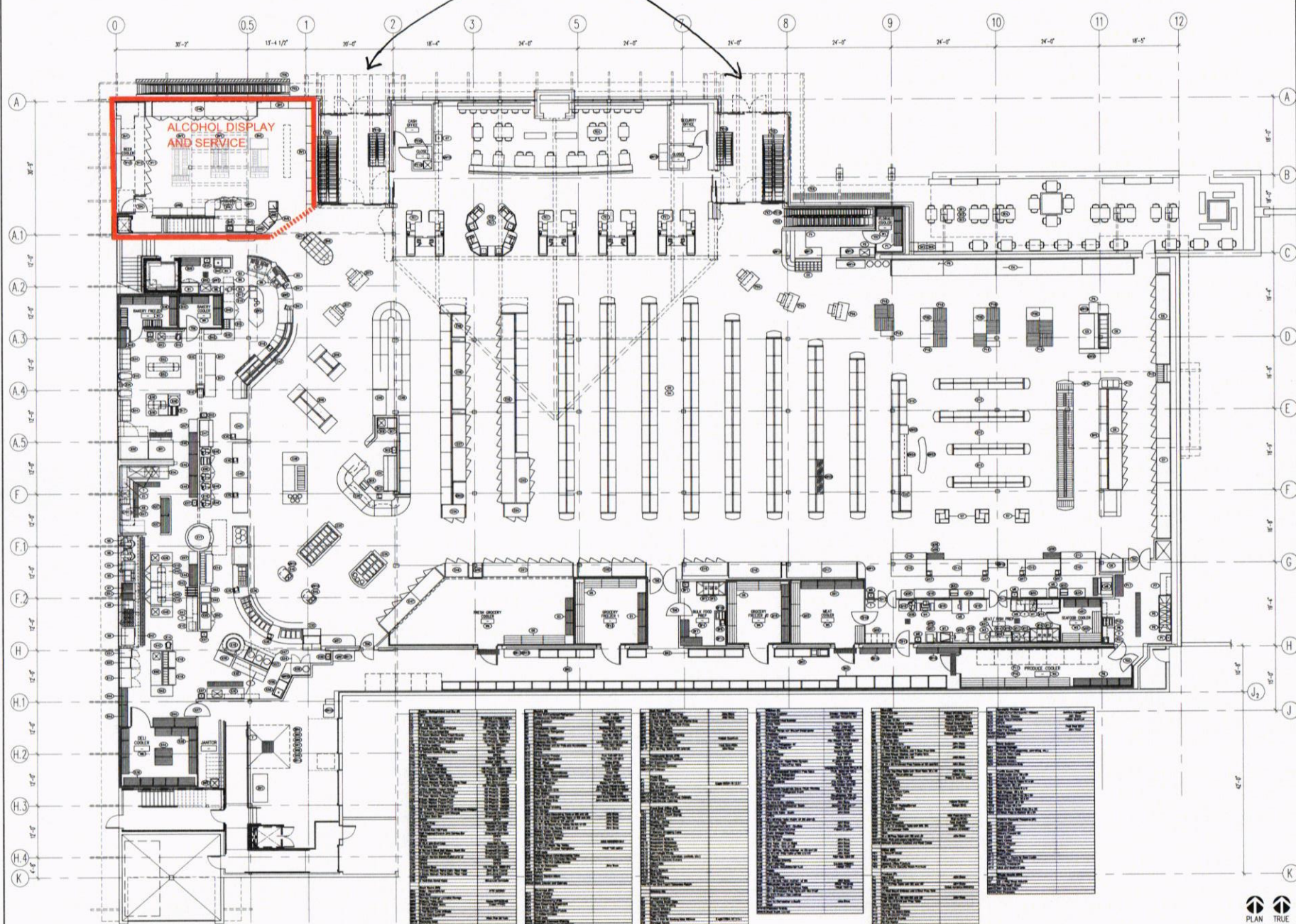
55A7584C3D88464

By: Jay Warren

Its: Secretary

↑
Hwy 89
↓

ENTRANCE



ALCOHOL DISPLAY
AND SERVICE

KEYED EQUIPMENT LEGEND
NO SCALE

KEYED FIXTURE PLAN
1/8" = 1'-0"

JACKSON WHOLE GROCER - T.I.
1155 SOUTH HIGHWAY 89
TOWN OF JACKSON, WYOMING

DATE

REVISIONS

KEYED
FIXTURE
PLAN

OWNER

DATE

PROJECT

PROJ. NO.

SHEET

A103

PLAN TRUE
NORTH NORTH



Plan of Operation

Liquor License Application
Type:

Applicant: Whole Foods Market Rocky Mountain/Southwest, L.P.

DBA: Whole Foods Market

Describe how the premises will be operated, what is the nature of the business?

The business will operate primarily as a grocery store with package alcohol sales. A limited selection of beer and wine by the glass will also be available to customers.

What type of alcoholic beverages will be available to customers?

Beer, Wine, and Spirits in original package. Limited selection of beer and wine for on premise consumption.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

All cashiers and servers will be TIPS (or approved equivalent) certified. Package sales will be made at any register. All registers are programed to require DOB verification for any alcohol sale. Beer and wine by the glass must be purchased at the point of service in the alcohol display area. Orders will be placed at the counter and served by a TIPS certified server.

What is the official building capacity? _____

Do you plan to serve alcohol outside on a deck or patio? No service will take place on the patio.

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: _____

What is your plan to keep customers from leaving with open alcohol containers?

Signage will be placed at egress points indicating "no alcohol beyond this point."

Team Members will receive awareness training and will actively control the premise to
to ensure no open alcohol leaves the premise.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Jacob Creswell	Sr. Licensing Administrator	jacob.creswell@wholefoods.com
2)	Kari McGuinness	Specialty Coordinator	kari.mcguinness@wholefoods.com
3)	Ken Huffer	Executive Leader, Operations	ken.huffer@wholefoods.com

Prepared by: Jacob Creswell Date: 1/27/21

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Page 1 of 2

Liquor License Application
Provide for each person who
signed the application

Rev 3/17

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

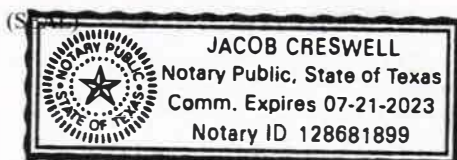
Full Legal Name: Jay Warren
First Name Full Middle Name Last Name

[REDACTED] [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

1/27/20 [Signature]
Date Signed Applicant Signature

State of Texas)
County of Travis)ss

Subscribed and sworn to before me this 27th day of January, 2021.



[Signature]
Notary Public or officer authorized to administer oaths

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City Clerk

License Fees Annual Fee: \$ 1,500.00 ✓
Prorated Fee: \$ ____
Transfer Fee: \$ ____
Publishing Fee: \$ 50.00 (by separate check)
Publishing Fee Direct Billed to Applicant: ☐

Local License #: 114
Date filed with clerk: 2 / 3 / 2021
Advertising Dates: (2 Weeks) 2/3 & 2/10 / 2021
Hearing Date: 2 / 16 / 2021

License Term: 4 / 1 / 2021 through 3 / 31 / 2022

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: WHOLE FOODS MARKET ROCKY MOUNTAIN/SOUTHWEST L.P.
Trade/Business Name (dba): WHOLE FOODS MARKET
(Building to be licensed) Building Address: 1155 S HWY 89 JACKSON, WY, 83001
Mailing Address: Local: Corp: PO BOX 684786 AUSTIN, TX 78768-4786
Business Telephone Number: 307 – 733-0450
E-Mail Address: cenlicensingteam@wholefoods.com
Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a)(vii) PT OF LOT 1, SEC 6, T40N, R116W, PARCEL 1 & 2 ZONED: COMMERCIAL RESIDENTIAL 3 (CR-3)

MINIMUM PURCHASE <u>Retail License Holders Only</u> <i>Ownership Transfer 2-16-2021</i> Have you purchased \$2,000 in spirits, Wines, and/or malt beverages during the previous license term? ☐ YES ☐ NO <i>NA</i> <i>SPB</i> Please submit invoices to clerk	FILING IN CITY OF JACKSON	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LP/LLP ☐ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER									
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <table><tr><td> RETAIL LIQUOR LICENSE: ☐ ON-PREMISE ONLY (Bar) ☐ OFF-PREMISE ONLY (Package Store) ☒ COMBINATION ON/OFF PREMISE (Both Bar & Package Store) </td><td> ☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB </td><td> ☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS </td></tr></table>			RETAIL LIQUOR LICENSE: ☐ ON-PREMISE ONLY (Bar) ☐ OFF-PREMISE ONLY (Package Store) ☒ COMBINATION ON/OFF PREMISE (Both Bar & Package Store)	☐ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS						
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WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections) <table><tr><td>☒ FULL TIME (e.g. Jan to Dec)</td><td>☐ SEASONAL / PART-TIME</td><td>☐ NON-OPERATIONAL / PARKED</td></tr><tr><td>SPECIFY MONTHS OPEN FOR OPERATION</td><td>DAYS OF WEEK OPEN: (e.g. Mon to Sat)</td><td>HOURS OPEN: (e.g. 10am to 2am)</td></tr><tr><td>from _____ to _____</td><td>from SUNDAY to SATURDAY</td><td>from 7AM to 10PM</td></tr></table>			☒ FULL TIME (e.g. Jan to Dec)	☐ SEASONAL / PART-TIME	☐ NON-OPERATIONAL / PARKED	SPECIFY MONTHS OPEN FOR OPERATION	DAYS OF WEEK OPEN: (e.g. Mon to Sat)	HOURS OPEN: (e.g. 10am to 2am)	from _____ to _____	from SUNDAY to SATURDAY	from 7AM to 10PM
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SPECIFY MONTHS OPEN FOR OPERATION	DAYS OF WEEK OPEN: (e.g. Mon to Sat)	HOURS OPEN: (e.g. 10am to 2am)									
from _____ to _____	from SUNDAY to SATURDAY	from 7AM to 10PM									

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)
- (a) **OWN** the licensed building? ☐ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
- (c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☒ NO *Expiration Date on file:*
- If lease is not current, please submit a copy of the lease and indicate:
- (i) When the **lease expires**, located on page _____ paragraph _____ of lease document. *Statement of Lease Attached - Ownership Transfer scheduled for Jackson Council 2-16-21*
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. *Private Sale 2-24-21*
- (Lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. If the applicant is filing as an individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

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

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

W.S. 12-4-102 (a) (iv) & (v) Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been convicted of a Felony Violation?	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
Whole Foods Market Southwest Investments Inc.		550 Bowie St Austin TX 78703	512-477-5566	26	99%	YES ☐ NO ☒	YES ☐ NO ☒
Whole Foods Market Rocky Mountain/Southwest Inc.		550 Bowie St Austin TX 78703	512-477-5566	26	1%	YES ☐ NO ☒	YES ☐ NO ☒
Keith Manbeck, President				2	0%	YES ☐ NO ☒	YES ☐ NO ☒
Jay Warren, Secretary				1	0%	YES ☐ NO ☒	YES ☐ NO ☒
Patricia Yost, Asst. Secretary				15	0%	YES ☐ NO ☒	YES ☐ NO ☒

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

4. Restaurant and Bar and Grill Liquor License Holders Only: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (a) Gross sales figures and percentages of income derived from: (Line 2) + Food Sales: \$ _____ (_____ %)
W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3) (Line 3) = Gross Sales: \$ _____ (_____ %)
- (b) Did you attach a copy of your valid food service permit to this application? W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO
- (c) Restaurant License Holders Only: Give a description of the dispensing room(s) and state where it is located in the building.
W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room:
2nd Room:

5. Microbrewery License Holders Only:
- (a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
- (b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
- (c) Do you distribute your own products through an existing malt beverage wholesaler? ☐ YES ☐ NO
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

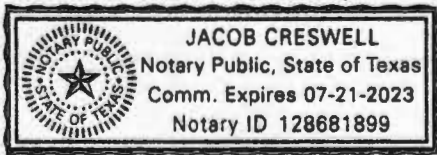
6. Social Club License Holders Only:
- (a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION
Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

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

STATE OF TEXAS)
COUNTY OF TRAVIS) SS.
Signed and sworn to before me on this 29th day of January, 2021 that the facts alleged in the foregoing instrument are true by the following:
1) Keith Manbeck Keith Manbeck President
(Signature) (Printed Name) Title
2) Jay Warren Jay Warren Secretary
(Signature) (Printed Name) Title

Witness my hand and official seal:



Jacob Creswell
Signature of Notary Public
My commission expires: 7/21/23

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
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True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address Street, City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted of a Felony Violation?	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

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Keith Manbeck, President				2	0%	YES ☐ NO ☒	YES ☐ NO ☒
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Patricia Yost, Asst. Secretary				15	0%	YES ☐ NO ☒	YES ☐ NO ☒

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

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W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room:
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- (a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

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

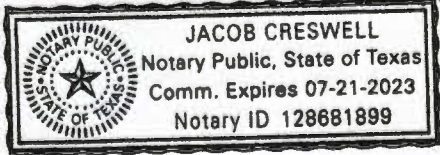
STATE OF TEXAS)
) SS.
COUNTY OF TRAVIS)

2 of 2

Signed and sworn to before me on this 29th day of January, 2021 that the facts alleged in the foregoing instrument are true by the following:

- 1) (Signature) Keith Manbeck President
(Printed Name) Title
- 2) (Signature) Jay Warren Secretary
(Printed Name) Title

Witness my hand and official seal:



Signature of Notary Public
My commission expires: 7/21/23

STAFF REPORT



Meeting Date:	2/16/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Jackson Whole Grocer Annual Liquor License Renewal Application	Public Comment:	Yes, public hearing for protests

This agenda item may be withdrawn if the previous agenda item "Retail Liquor License Transfer of Ownership to Whole Foods Market and Annual Renewal" is approved.

Purpose & Policy Considerations.

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as Jackson Municipal Code §6.60.010.

As noticed and pursuant to Wyo. Stat. §12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING TO HEAR PROTESTS against the issuance, renewal, or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Then Council may act on the applications.

Requested Action.

Staff requests Council consider findings for the annual renewal of Town-issued liquor licenses.

Recommendations.

Staff does not make a recommendation whether to approve or deny.

Background.

The Wyoming Liquor Division designates the dates of a liquor license year throughout the state; for Jackson the liquor year begins April 1 and ends March 31. A public hearing is required to be held at least 30 days before the expiration of licenses for the purpose of hearing protests from the public. The renewal application process begins when the State provides the Town Clerk with the renewal packet and ends following the Town Council's approval, when the renewed certificates are mailed. This is a five-month process taking place from October to February.

This renewal application has been reviewed by the Town Clerk's office and the Wyoming Liquor Division has certified the applications as complete in accordance with Wyo. Stat. §12-4-104(d). Renewals must be acted on before they expire on March 31st per Wyoming Statute.

Analysis.

Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

- (b) ... A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:
 - (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
 - (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
 - (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

- (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.*

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

- A. *A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.*
- B. *The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*
 - 1. *Failure of the Licensee to comply with any provision of state liquor law or this Title;*
 - 2. *Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;*
 - 3. *A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;*
 - 4. *Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;*
 - 5. *Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.*
 - 6. *Failure to comply with the Plan of Operations set forth in the license application, or as amended.*

Alternatives (Optional).

Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010 factors, and:

- 1. **Approve** or **deny** this application.
- 2. **Continue** application to the March 1, 2021 Council meeting.

Comprehensive Plan & Priority Alignment.

These applications were processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

Fiscal Impact.

Renewal of this liquor licenses will provide a \$1,500 renewal fee paid to the Town of Jackson. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

Staff Impact.

Staff impact associated with all renewal applications is a significant, five month task which involves preparing applications for mailing, reviewing each application and cross-checking information with last year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at each renewal premises, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, license certificates are printed and mailed to licensees, and applications are placed in respective liquor files. Staff hours are estimated at 44 hours in administration and 5 hours in police department.

Attachments or Links.

Renewal Application.

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

Having considered statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010, I move to approve the Wyoming Grocer LLC dba Jackson Whole Grocer liquor license renewal application for the 2021–2022 liquor license year, with one condition:

1. Any additional minor corrections made by staff and the Wyoming Liquor Division.

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: A6324

Reviewer: Initials Date

Agent: / /

Chief: / /

To be completed by City Clerk

License Fees Annual Fee: \$ 1,500.00 ✓
 Prorated Fee: \$ ____
 Transfer Fee: \$ ____
 Publishing Fee: \$ 50.00 (by separate check)

Local License #: 114

Date filed with clerk: 11 / 6 / 2020

Advertising Dates: (2 Weeks) 1/20/2021 & 1/27/2021

Hearing Date: 2 / 16 / 2021

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 2021 through 3 / 31 / 2022

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: WYOMING GROCER LLC

Trade/Business Name (dba): JACKSON WHOLE GROCER

(Building to be licensed) Building Address: 1155 S HWY 89
 JACKSON, WY, 83002

Mailing Address: PO BOX 8609
 JACKSON, WY 83002

Business Telephone Number: (307) 733-0450 Fax: (307) 739-1177

E-Mail Address: jeff@jacksonwholegrocer.com maryc@jacksonwholegrocer.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a)(vii)
 PT OF LOT 1, SEC 6, T40N, R116W, PARCEL 1 & 2

MINIMUM PURCHASE**Retail License Holders Only**

Have you purchased \$2,000 in spirits, Wines, and/or malt beverages during the previous license term?

☒ YES ☐ NO
 Please submit invoices to clerk

FILING IN

CITY OF JACKSON

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE:**

- ☐ ON-PREMISE ONLY (Bar)
☐ OFF-PREMISE ONLY (Package Store)
☒ COMBINATION ON/OFF PREMISE
 (Both Bar & Package Store)

- ☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

- ☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS**WHEN DO YOU OPERATE?** (To assist the Liquor Division with scheduling inspections)☒ FULL TIME (e.g. Jan to Dec)☐ SEASONAL / PART-TIME☐ NON-OPERATIONAL / PARKED

SPECIFY MONTHS OPEN FOR OPERATION

DAYS OF WEEK OPEN: (e.g. Mon to Sat)

HOURS OPEN: (e.g. 10am to 2am)

from Jan to Dec

from _____ to _____

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)

(a) OWN the licensed building?

☐ YES (own)

(b) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)(c) LEASE is current and on file with the licensing authority & Liquor Division. ☒ YES ☐ NO Expiration Date on file: 4.30.2034

If lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease document.

(ii) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.

(Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

Each individual or partner or officer must complete this section.

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

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

W.S. 12-4-102 (a) (iv) & (v) Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been convicted of a Felony Violation?	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
Jeffrey S. Rice			307	10	71	YES ☐ NO ☒	YES ☐ NO ☒
Georgene M. Tozzi			307	7	19	YES ☐ NO ☒	YES ☐ NO ☒
Frederick W. Smith			120	5	10	YES ☐ NO ☒	YES ☐ NO ☒

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

4. Restaurant and Bar and Grill Liquor License Holders Only:

(Line 1) Liquor Sales: \$ _____ (_____%)

(a) Gross sales figures and percentages of income derived from:

(Line 2) + Food Sales: \$ _____ (_____%)

W.S. 12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 3) = Gross Sales: \$ _____ (_____%)

(b) Did you attach a copy of your valid food service permit to this application? W.S. 12-4-407(a), W.S. 12-4-413(a) ☐ YES ☐ NO(c) **Restaurant License Holders Only:** Give a description of the dispensing room(s) and state where it is located in the building.

W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):

1st Room:2nd Room:**5. Microbrewery License Holders Only:**

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S. 12-1-101(a)(xix)

☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)

☐ YES ☐ NO

(c) Do you distribute your own products through an existing malt beverage wholesaler?

☐ YES ☐ NO

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E)

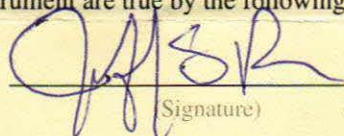
☐ YES ☐ NO**OATH OR VERIFICATION**Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

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

STATE OF WYOMING)

COUNTY OF Teton) SS.

Signed and sworn to before me on this 05 day of November, 2020 that the facts alleged in the foregoing instrument are true by the following:

1) 	Jeffrey S. Rice	Member
(Signature)	(Printed Name)	Title
2) _____	_____	_____
(Signature)	(Printed Name)	Title
3) _____	_____	_____
(Signature)	(Printed Name)	Title
4) _____	_____	_____
(Signature)	(Printed Name)	Title

Witness my hand and official seal:

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

Signature of Notary Public

My commission expires: Jan 31, 2023

(SEAL)

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Wyoming Grocer, LLC**

Filing ID **2012-000625853**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Current

Standing - Tax

Good

Standing - RA

Good

Standing - Other

Good

Filing Date

07/16/2012 11:30 AM

Delayed Effective Date

Inactive Date

Principal Address

1155 US-89

Jackson, WY 83001

Mailing Address

PO Box 8609

Jackson, WY 83002

Registered Agent Address

JH Corporate Services, Inc.

60 E Simpson Ave

Jackson, WY 83001

Parties

Type Name / Organization / Address

Organizer Jonathan Wylie

Notes

Date Recorded By Note

TOWN OF JACKSON**Office of Town Clerk**

P.O. Box 1687 / 150 East Pearl Avenue

Jackson, Wyoming 83001

(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jeffrey ~~XXXX~~ First Name Scott Full Middle Name Rice Last Name

Date of Birth: [REDACTED] Driver License: [REDACTED] State / Number

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss)

Subscribed and sworn to before me this 05 day of November, 20 20.

(SEAL)

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

[Signature]
Notary Public or officer authorized to administer oaths

STAFF REPORT



Meeting Date:	2/16/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Annual Liquor License Renewal Applications	Public Comment:	Yes, public hearing for protests

Purpose & Policy Considerations.

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as Jackson Municipal Code §6.60.010.

As noticed and pursuant to Wyo. Stat. §12-4-104, it is necessary for the Mayor to OPEN A PUBLIC HEARING TO HEAR PROTESTS against the issuance, renewal, or transfer of these liquor licenses and permits from members of the public. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Then Council may act on the applications.

Requested Action.

Staff requests Council consider findings for the annual renewal of Town-issued liquor licenses.

Recommendations.

Staff does not make a recommendation whether to approve or deny.

Background.

The Wyoming Liquor Division designates the dates of a liquor license year throughout the state; for Jackson the liquor year begins April 1 and ends March 31. A public hearing is required to be held at least 30 days before the expiration of licenses for the purpose of hearing protests from the public. The renewal application process begins when the State provides the Town Clerk with the renewal packet and ends following the Town Council's approval, when the renewed certificates are mailed. This is a five-month process taking place from October to February.

The Town received 73 liquor license renewal applications. There were 81 renewals last year, 84 the year before, 81, 80, 73, and 68 before that.

The attached Exhibits include a Renewal Chart listing each liquor license under consideration for renewal, a Conditions Chart listing conditions and restrictions previously placed on licenses that will carry forward, and supplemental information. The Jackson Police Department (JPD) provided service call and compliance check information for 2020. Information on compliance check visits are included in the Exhibits. Each renewal application has been reviewed by the Town Clerk's office and the Wyoming Liquor Division has certified the applications as complete in accordance with Wyo. Stat. §12-4-104(d). Renewals must be acted on before they expire on March 31st per Wyoming Statute.

Analysis.

Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

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

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

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

- A. *A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.*
- B. *The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:*
 - 1. *Failure of the Licensee to comply with any provision of state liquor law or this Title;*
 - 2. *Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;*
 - 3. *A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;*
 - 4. *Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;*
 - 5. *Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.*
 - 6. *Failure to comply with the Plan of Operations set forth in the license application, or as amended.*

Alternatives (Optional).

Conduct the required public hearing to hear public protest. Consider the Wyo. Stat. §12-4-104(b) statutory factors and the Jackson Municipal Code §6.60.010 factors, and:

- 1. **Approve all** applications listed in the Renewal Chart.
- 2. **Discuss any application(s) and approve all** applications listed in the Renewal Chart.
- 3. **Remove application(s)** from the Renewal Chart **for a separate motion** or action **and approve the remaining** applications listed in the Renewal Chart.
- 4. **Continue one or several** applications to the March 1, 2021 Council meeting **and approve the remaining** applications listed in the Renewal Chart.
- 5. **Continue all renewals** to the March 1, 2021 Council meeting, keeping in mind that renewals must be acted on before expiration on March 31.

Comprehensive Plan & Priority Alignment.

These applications were processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

Fiscal Impact.

Renewal of these liquor licenses will generate approximately \$110,000 in renewal fees paid to the Town of Jackson. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

Staff Impact.

Staff impact associated with renewal applications is a significant, five month task which involves preparing applications for mailing, reviewing each application and cross-checking information with last year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at each renewal premises, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, license certificates are printed and mailed to licensees, and applications are placed in respective liquor files. Staff hours are estimated at 44 hours in administration and 5 hours in police department.

Attachments or Links.

Renewal Exhibits

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

Having considered statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2021–2022 liquor license year as presented, *with the exception of* [redacted], and with the following conditions:

1. Prior to the liquor license issuance for Bistro MRG LLC, the Town Clerk will receive the fully signed lease extension and it be deemed acceptable by the Town Clerk and the Wyoming Liquor Division.
2. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended. (Applies to Hotel Jackson, Creekside, The Rose, Glorietta, Snake River Grill, Spirits & Spice, and Roadhouse (on Gregory))
3. Any additional minor corrections made by staff and the Wyoming Liquor Division.

If an application is pulled:

- a) Having considered statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to approve the [redacted] renewal application and with the following conditions:
 1. Any additional minor corrections made by staff and the Wyoming Liquor Division.
 2. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.

or

- b) I move to continue the [redacted] renewal application to the March 1st regular council meeting.

RENEWAL EXHIBITS

CURRENT TOWN OF JACKSON LIQUOR LICENSES

at January 27, 2021

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

Jackson Population: 10,449 (2015)	Retail	Bar & Grill	Microbrewery	Winery	Resort	Restaurant	Limited Retail (Club)	Satellite Winery
# Licenses authorized	20 (21)	6	20	20	-	-	-	-
# Issued by ToJ	18 *	6	5	0	5	41	3	1
Notes:	* Includes +1 retail license from the September 2016 Annexation including Cutty's (not included in authorized count). - 2 retail licenses are in Town's possession (formally held by the Tavern & Lucky's). - 1 retail license is 'stayed' pending the outcome of court appeal (Tastebuds). The retail license held by Wyoming Grocer LLC is excluded from this Exhibit as it will be heard separately under a Transfer of Ownership application and renewal.							

RENEWAL CHART

The licenses listed below will be included in the motion made for annual renewal unless removed from the Renewal Chart by the Town Council.

Applicant	DBA	Address
-----------	-----	---------

Bar & Grill Liquor License (5) **:

HAND FIRE PIZZA JH LLC	HAND FIRE PIZZA	120 N CACHE ST
HOLE BOWL LLC	HOLE BOWL	980 W BROADWAY
LOCAL RESTAURANT LLC (THE)	LOCAL RESTAURANT & BAR	55 N CACHE
MERRY PIGLETS MEXICAN CANTINA & BBQ INC	MERRY PIGLETS (THE)	160 N CACHE ST- SOUTH
BISTRO MRG LLC	RENDEZVOUS BISTRO	380 S BROADWAY

Limited Retail (Club) Liquor License (3):

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

Microbrewery Permit (5):

JH BREWERY LLC	JH BREWERY	75 E PEARL AVE
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 E BROADWAY
TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
GET FUNKY LLC	ROADHOUSE BREWING COMPANY	1225 GREGORY LN

Resort Liquor License (5):

CCC's CENTER STREET LLC	CLOUDVEIL (THE)	112 CENTER STREET
SNOW KING MOUNTAIN RESORT LLC	KING'S GRILL	402 E SNOW KING AVE
ACP LJH 80 SCOTT HOLDINGS LLC	LODGE AT JACKSON HOLE (THE)	80 S SCOTT LN
JOHNSON RESORT PROPERTIES	RUSTIC INN	425 N CACHE
BENCHMARK HOSPITALITY OF WYOMING LLC	SNOW KING RESORT	400 E SNOW KING

Restaurant Liquor License (39) **::

ANNIE'S KITCHEN LLC	ANNIE'S THAI KITCHEN	265 W BROADWAY
KIMS CORNER LLC	BAPP	340 W BROADWAY
BIG HOLE BBQ JACKSON LLC	BIG HOLE BBQ	325 W PEARL AVE
BL RESTAURANT LLC	BLUE LION (THE)	160 N MILLWARD
FLAT CREEK BBQ LLC	BUBBA'S	100 FLAT CREEK
MADE IN JACKSON HOLE INC	BUNNERY (THE)	130 N CACHE ST
135 E BROADWAY LLC	CAFÉ GENEVIEVE	135 E BROADWAY
CHINA FUN WY LLC	CHINA FUN RESTAURANT	826 W BROADWAY
CHINATOWN LEE INC	CHINATOWN RESTAURANT	850 W BROADWAY SUITE A
COE LLC	COELETTE	85 S KING STREET
SALSA GROUP INC (THE)	EL ABUELITO FAMILY RESTAURANT	385 W BROADWAY
EVEREST MOMO SHACK LLC	EVEREST MOMO SHACK	245 W PEARL AVE
FIESTA JACKSON LLC	FIESTA	975 ALPINE LN #3
YOR RESTAURANT GROUP CORP	GATHER	72 S GLENWOOD
GUN BARREL STEAKHOUSE LLC (THE)	GUN BARREL (THE)	862 W BROADWAY
CALIENTE TAQUERIA LLC	HATCH TAQUERIA & TEQUILAS	120 W BROADWAY
JACKSON DRUG LLC	JACKSON DRUG	15 E DELONEY AVE
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S MILLWARD
JACKSON HOLE ROASTERS INC	JACKSON HOLE ROASTERS	50 W BROADWAY UNIT 109
KING SUSHI COMPANY LLC	KING STREET SUSHI	75 KING ST
KITCHEN LLC (THE)	KITCHEN (THE)	155 N GLENWOOD
LBJH LLC	LIBERTY BURGER	160 N CACHE- NORTH
J & J FOOD COMPANY LLC	MIAZGA'S	399 W BROADWAY
IL FERRAIO LLC	ORSETTO	161 CENTER ST
SHOPCOO LLC	PEARL STREET MARKET	40 W PEARL AVENUE
PERSEPHONE BAKERY LLC	PERSEPHONE BAKERY	145 E BROADWAY
SELKIRK INC	PICAS	1160 ALPINE LN
ILLAMAR LLC	PINKY G'S PIZZERIA	50 W BROADWAY UNIT 105
GET LOOSE LLC	ROADHOUSE BREWING CO PUB & EATERY	20 EAST BROADWAY
SAN JUAN RESTAURANT MEXICAN FOOD LLC	SAN JUAN RESTAURANT	65 S GLENWOOD ST
TETON BREWING COMPANY LLC	STILLWEST BREWERY AND GRILL	45 E SNOW KING AVE
SCARFISH LLC	SUDA	140 N CACHE ST SUITE B

NICOLAS SOSA	TACOS Y TORTILLAS EL METATE	850 WEST BROADWAY SUITE H
NOTE: This license was suspended on 12/21/2020 for failure to pay sales tax. The Council may renew the license; however, it will remain suspended until released by the Dept of Revenue and WLD.		
INDIAN ROOM LLC (THE)	TETON TIGER	165 N CENTER ST
JEREMY TOFTE	THAI ME UP	75 E PEARL AVE
TIJUANA MEXICAN RESTAURANT LLC	TIJUANA AUTHENTIC MEXICAN RESTAURANT	520 HWY 89 #4 & 5
WLB LLC	TRIO	45 S GLENWOOD
WHITE BUFFALO CLUB LLC	WHITE BUFFALO CLUB (THE)	160 W GILL AVE
WYOMING INN HOLDINGS LLC	WYOMING INN OF JACKSON HOLE	930 WEST BROADWAY

Retail Liquor License (17) *:

CRU LLC	BIN 22	200 W BROADWAY
BUD'S EASTSIDE LLC	BUDS EASTSIDE LIQUOR	582 E BROADWAY
BOCHICCHIO INC	CREEKSIDE MARKET & DELI	545 N CACHE ST #8
CUTTYS BAR & GRILL LLC	CUTTYS	1140 W HWY 22
ANVIL HOTEL PARTNERS LLC	GLORIETTA	242 N GLENWOOD ST
HOTEL JH LLC	HOTEL JACKSON	120 N GLENWOOD
JACKSON LIQUORS LLC	KJS PHILLIPS 66	1055 W BROADWAY
LIQUOR STORE OF JACKSON HOLE INC	LIQUOR STORE (THE)	115 BUFFALO WAY
COWBOY LIQUOR LLC	MILLION DOLLAR COWBOY BAR (THE)	25 N CACHE ST
PLAZA LIQUOR LLC	PLAZA LIQUOR	832 W BROADWAY
PINK GARTER LLC	ROSE (THE)	50 W BROADWAY UNIT 201
NEB LLC	SIDEWINDERS	945 W BROADWAY
SILVER DOLLAR INC (THE)	SILVER DOLLAR BAR	50 N GLENWOOD
SMITHS FOOD & DRUG CENTERS INC	SMITHS FOOD & DRUG #184	1425 S HWY 89
SNAKE RIVER CORPORATION	SNAKE RIVER GRILL	84 E BROADWAY
VFJH LLC	SPIRITS & SPICE	80 W BROADWAY UNIT 101
VIRGINIAN LIQUOR LLC	VIRGINIAN TAVERN	750 W BROADWAY AVE

*** Retail Liquor Licenses Excluded from the Renewal Chart**

Four Retail Liquor Licenses are excluded from the Renewal Chart. No action is needed on these licenses.

RETAIL LIQUOR LICENSE – TRANSFER and RENEWAL WILL BE HEARD SEPARATELY ON 2/16	WYOMING GROCER LLC / JACKSON WHOLE GROCER
RETAIL LIQUOR LICENSE IN TOWN'S POSSESSION	PREVIOUSLY TOWN SQUARE TAVERN
RETAIL LIQUOR LICENSE IN TOWN'S POSSESSION	PREVIOUSLY LFM JACKSON LLC / LUCKY'S MARKET
RETAIL LIQUOR LICENSE IN 'STAYED' STATUS	PREVIOUSLY TASTEBUDS LLC / LIFT

**** Other Liquor Licenses Excluded from the Renewal Chart**

Six license holders have chosen to not renew their license and are not included in the Renewal Chart. If the business hasn't closed already, the liquor license will expire March 31, 2021.

MOB JACKSON HOLE LLC This Bar & Grill license will revert to the Town of Jackson on 4/1/2021. It will be desirable in nature, like a retail liquor license.	MOE'S ORIGINAL BBQ	BAR & GRILL LICENSE
EFC WY LLC	E.LEAVEN FOOD COMPANY	RESTAURANT LICENSE
DJ FLAMBE LLC	MILLION DOLLAR COWBOY STEAKHOUSE	RESTAURANT LICENSE
ALBA'S FINE FOODS LLC	UTILETE (aka PHOENIX AND THE DRAGON)	RESTAURANT LICENSE
PIZZERIA CALDERA LLC	PIZZERIA CALDERA	RESTAURANT LICENSE
JACKSON HOLE WINERY LLC	JACKSON HOLE WINERY SATELLITE	WINERY SATELLITE

CONDITIONS AND RESTRICTIONS CHART

The following conditions and restrictions of approval previously placed by Town Council at the time of the initial license approval (or added since then) will carry forward to the renewed license.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
Creekside	The retail liquor license was approved on August 2, 2001 and included one condition as volunteered by the applicant, the license will revert back to the Town of Jackson if Bochicchio, Inc dba Creekside Market and Deli goes out of business.
The Rose	The retail liquor license was approved on May 25, 2010 for Pink Garter LLC and conditioned as follows: all alcohol sales will be for * on-premises consumption only, and when minors are permitted in the theater area alcohol consumption will be prohibited in the theater area. * On August 1, 2016, Council lifted the condition of approval that alcohol sales were for on-premises consumption only and added a new condition that the package retail store known as The Rackhouse would close at 10:00 p.m.
Glorietta	The retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines. In December 2016, Anvil Hotel Partners changed their <i>doing business name</i> from Nani's to Glorietta.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC goes out of business. In January 2018 the <i>doing business name</i> was changed from Vom Fass to Spirits & Spice. In November 2018, Council approved the location transfer from 60 E Broadway to 80 W Broadway, Suite 101 and added specific language to motion: Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises.

Roadhouse (on Gregory)	The microbrewery permit was approved on March 20, 2017 for Roadhouse Brewery Group LLC and because of zoning and use, the tasting room was conditioned as follows: The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption. c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use. The ownership name transferred to Get Funky, LLC with the same dba name on January 16, 2018.
------------------------	---

The Wyoming Liquor Division views the restriction of prohibiting package sales for off-premises consumption on a retail liquor license as an agreement between the Town and the Licensee and has historically left that matter to the Town's discretion as the Local Licensing Authority. Because a retail liquor license typically allows for sales for off-premises consumption, the Liquor Division will neither support, nor enforce the restriction. The WLD views conditions of approval as a contract between the Town and Applicant. The WLD can only support and enforce state law.

2020 Compliance Checks

Jackson Police Officers conducted 64 alcohol compliance check visits during the 2020 year. Of the 64 visits, there were 13 failures. Chief Weber manages the Town's compliance check program and can answer questions or provide more information if needed. During 2020, there were not any "second failure" compliance checks.

History:	2020	64 checks.	80% or 51 passed	20% or 13 failed
	2019	39 checks.	79% or 31 passed	21% or 8 failed
	2018	49 checks.	69% or 34 passed	31% or 15 failed
	2017	82 checks.	88% or 72 passed	12% or 10 failed

64 Compliance Check Visits in 2020		
Date	51 Passed	13 Failed <i>(all were 1st failure in past 12 months)</i>
Jan 27	Blue Lion, Elk's, Gun Barrel, JH Roasters, KJ's Phillips 66, Local, Pizzeria Caldera, Bistro, White Buffalo <i>(Not Renewing: Phoenix & Dragon)</i>	Bunnery, Chinatown, Pinky G's, Lodge at JH, Plaza Liquor
May 30	BIN22, Bud's, El Abuelito, El Metate, Hatch, Jackson Whole Grocer, Cowboy Bar, Liquor Store, Orsetto, Sidewinders, Silver Dollar Bar, Smith's, Snake River Brewery, Spirits & Spice, Stillwest, Tijuana, Virginian	Moe's, San Juan
Sept 12	Bud's, Coelette, Hotel Jackson, JH Brewery, Liquor Store, Plaza Liquor, Smith's, Virginian	KJ's Phillips 66, Rustic Inn
Dec 5	Annie's Thai Kitchen, BAPP, Big Hole BBQ, Cutty's, Everest Momo Shack, Gather, Glorietta, Hand Fire Pizza, Jackson Drug, JH Winery, Merry Piglets, Rose, Roadhouse(Gregory), Snake River Grill, SUDA, Trio	Jackson Whole Grocer, Kitchen, Thai Me Up, Wyoming Inn

STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Item P20-228 - Request for a Partial Vacation without Replat at the property addressed at 335 E. Broadway Avenue.	Public Comment:	Yes

Purpose & Policy Considerations.

The Land Development Regulations (LDRs) allow lots of record to be combined through means of vacating lot lines. The process for this request is a Partial Vacation without Replat under LDR Section 8.2.13.C.5.

Requested Action.

The applicant is requesting a Partial Vacation without Replat to vacate a property line for the purpose of combining Lots 9 & 10, Block 5 of the Gill Subdivision into a single lot.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on March 1, 2021.

Recommendations.

I move to continue this item P20-228 to the regularly scheduled Town Council meeting on March 1, 2021.

STAFF REPORT



Meeting Date:	February 16, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Larry Pardee
Agenda Item:	Ordinance V: Municipal Code Revision to Allow Fees to be Annually Set by Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to receive approval on first reading of an ordinance that would allow all fees in the Municipal Code that *may* be set by resolution, *to* be set by resolution. The Town Council approves all ordinances for the Town of Jackson. Ordinances may only be amended by ordinance unless the ordinance contains language to allow changes by Resolution.

Requested Action.

Staff requests Council approval of Ordinance V as presented that allows fees in the Municipal Code that *may* be set by resolution, *to* be set by resolution.

Recommendations.

Staff recommends approving the ordinance at first reading as presented. Staff will then present a Resolution for discussion at second reading and for approval at third reading.

Background.

At the November and December workshops in 2020, Council directed staff to update the building permit fee schedule by 33%, and bring back an update to development fees. The Council also discussed fee schedules in general at their retreat in January of 2020. Staff is presenting an ordinance that allows fees to be updated by resolution on an annual basis and, in addition, staff will present a resolution updating the fees that will be read discussed at second reading of the ordinance and adopted at third reading. By allowing fees to be updated by resolution and to set a schedule to conduct that update annually, it requires the Town to consider annual increases rather than delaying attention to this matter allowing fees to get out of date. Adopting fees by resolution also requires less staff time in updating the Municipal Code. The Town Council will be able to engage the community around fee update updates during the same time that the Council is engaging the public around the annual budget process.

Analysis.

In order to accomplish the Council directive, the Town Attorney drafted an ordinance amending the Municipal Code that relocates all the fees that *may* legally be set by resolution *to* a resolution, so that the Town can update the fees annually by the CPI or other amount as approved by the Council.

The Town Attorney noted, based on state law, some fees will remain in the Jackson Municipal Code. These are:

- Municipal court fees and costs: These must be in the Jackson Municipal Code.
- Criminal fines: These must be in the Jackson Municipal Code
- Water and sewer rates.
 - This is the case because the water and sewer rates have already been adjusted per the capacity studies performed last year and those rates take effect on July 1, 2021.
 - Second, the state law requires sewer rates be set by ordinance, so they may not be in a resolution. It makes sense to keep the water rates, a close relative of sewer rates, in the Jackson Municipal Code as well.

Finally, this project will also include the update (legal and fiscally) of the fee for public records requests. The Town last reviewed and determined such fees in a 2001 resolution, however, the law, the cost of public record requests, and the way in which records are kept and provided have changed since then, necessitating an update of this resolution.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Section 8. Quality Community Service Provision: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

In order to continue to provide and maintain quality community services, fee schedules need attention on an annual basis in order to offset the cost of providing some of those services. There are certainly services provided by the Town that do not have offsetting fees.

Fiscal Impact.

These updates will create a positive fiscal impact for the Town by updating fees which, in many cases, are decades old and have not kept pace with the costs of service, more information will be provided on fiscal impact when the resolution is being considered. There is no direct fiscal impact of adopting an ordinance on first reading. Adoption of an ordinance at third reading requires advertising and the cost of that advertising ranges between \$500 - \$1000+ depending on the length. The fiscal impact of adoption of a resolution updating fees will be provided with that resolution.

Staff Impact.

The impact on staff when an ordinance is passed includes the Town Clerk's office preparing the ordinance for publication at third reading, updating the Jackson Municipal Code, posting the ordinance on the website and placing the fully executed ordinance in the permanent record storage books in the vault. However, passage of this ordinance will reduce the workload overall moving forward when the Council chooses to update fees as it will only require a resolution and the associated paperwork and documentation associated with resolution passage.

Attachments or Links.

Ordinance V

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

I move to approve Ordinance V on first reading as presented.

ORDINANCE V

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 194, 216, 245 (PART), 252, 312, 320, 322, 325, 330, 333, 337, 344, 402, 406, 412, 413, 430, 432 (part), 447, 450, 483, 493, 494, 502, 542, 571, 593, 601, 603, 626, 633, 646, 647, 648, 671, 701, 706, 710, 711, 766, 786, 803, 886, 888, 891, 892, 893, 895, 899, 990, 922, 929, 942, 959, 961, 969, 995, 1003, 1011, 1020, 1023, 1024, 1029, 1057, 1089, 1090, 1092, 1093, 1100, 1101, 1112, 1142, 1145, 1147, 1171, 1179, 1185, 1205, 1229, 1230, 1231, 1232, 1245 AND 1254; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 146, 154, 252, 271, 273, 313, 671, 676, 771, 772, 854, 855, 856, 858 AND 1144; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 371, 676, 762, 764 AND 770; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 168, 853, 760 AND 793; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 194, 769 AND 860; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 147, 789 AND 860; SECTION 8 OF TOWN OF JACKSON ORDINANCE NOS. 146, 670, 793 AND 860; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 793 AND 860; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 789; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 789 AND 860; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO.148; SECTION 21(A) OF TOWN OF JACKSON ORDINANCE NO.148; SECTION 21(B) OF TOWN OF JACKSON ORDINANCE NO. 148; SECTION 22 OF TOWN OF JACKSON ORDINANCE NO. 148; SECTION 23 OF TOWN OF JACKSON ORDINANCE NO. 148 AND SECTIONS 1.01.120, 2.36.120, 5.12.080, 5.12.090, 5.12.130, 5.16.010, 5.16.020, 5.16.025, 5.16.027, 5.20.010, 5.20.020, 5.21.060, 5.32.040, 5.48.050, 5.48.210, 5.50.040, 5.50.050, 5.50.060, 5.60.040, 6.20.006, 7.02.040, 7.02.050, 7.12.020, 8.32.090, 8.36.020, 8.36.040, 8.36.050, 8.36.070, 12.08.060, 12.28.050, 5.04.020, 15.04.090, 15.12.010, 15.12.030, 15.17.010, 15.20.010, 15.24.010, 15.24.030, 15.27.010, 15.36.040, 15.36.050 AND 15.38.010 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR TOWN OF JACKSON FEES BY RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of the Town of Jackson Ordinance Nos. 942, 542, 502 and Section 1.01.120 of the Town of Jackson Municipal Code is hereby amended and reenacted to read as follows:

1.01.120 Fee schedules allowed to be changed by resolution.

The Town Council shall approve a fee schedule with each budget establishing the fees charged for Town services. No fee may exceed the maximum allowed by Wyoming Statute. .

(Ord. _____ § _____, 2021; Ord. 942 § 1, 2009; Ord. 542 § 1, 1996; Ord. 502 § 1, 1995.)

SECTION II.

Section 2 of the Town of Jackson Ordinance No. 154 and Section 2.36.120 of the Town of Jackson Municipal Code is hereby amended and reenacted to read as follows:

2.36.120 Passenger boarding fee--Imposition authority--Exemptions.

- A. The Jackson Hole airport board, an agency of the Town of Jackson and County of Teton, is authorized to fix, create, establish, impose and collect a boarding fee, up to a maximum amount which shall be established by resolution, for each passenger enplaning any commercial aircraft operated from the Jackson Hole Airport, Teton County, Wyoming, subject to the exceptions hereinafter set forth.

(Ord. _____ § _____, 2021; Ord. 154 § 2, 1973.)

SECTION III.

Section 1 of Town of Jackson Ordinance Nos. 216, 312, 330, 333, 337, 344, 402, 432 (part), 593, 626, 671, 786, 895, 922, 929, 959, 961, 995, 1029, 1092, 1100 and 1179; Section 2 of Town of Jackson Ordinance

Nos. 671 and 676; Section 3 of Town of Jackson Ordinance No. 676; Section 4 of Town of Jackson Ordinance No. 168; Section 6 of Town of Jackson Ordinance No. 860; Section 7 of Town of Jackson Ordinance No. 860; Section 8 of Town of Jackson Ordinance Nos. 670 and 860; Section 9 of Town of Jackson Ordinance No. 860; Section 11 of Town of Jackson Ordinance No. 860; Section 12 of Town of Jackson Ordinance No. 860; Section 14 of Town of Jackson Ordinance No.148; Section 21(a) of Town of Jackson Ordinance No.148; Section 21(b) of Town of Jackson Ordinance No. 148; Section 22 of Town of Jackson Ordinance No. 148; Section 23 of Town of Jackson Ordinance No. 148; and Sections 5.12.080, 5.12.090, 5.12.130, 5.16.010, 5.16.020, 5.16.025, 5.16.027, 5.20.010, 5.20.020, 5.21.060, 5.32.040, 5.48.050, 5.48.210, 5.50.040, 5.50.050, 5.50.060 and 5.60.040 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

5.12.080 Fees--Payment.

A. In the absence of a provision to the contrary all fees and charges for licenses or permits shall be paid in advance at the time application therefore is made to the Town Clerk and shall be non-refundable, unless an application is denied. If the Town denies a business license application, the entire fee, less an application fee in an amount established by resolution, will be refunded. (Ord. 860 §6, 2008; Ord. 670§ 6, 2000; Ord. 148 §14, 1972.)

B. Any licenses not renewed by January 30 each year shall be delinquent and a late fee in an amount established by resolution shall be imposed the last day of each month until renewed. Late fees shall not exceed \$100. (Ord. _____ § ____, 2021; Ord. 860 §6, 2008.)

5.12.090 Expiration and renewal of licenses.

C. Billing schedule for annual licenses. Statements for annual licenses shall be sent out during the first full week of November prior to the date of expiration. If necessary, subsequent statements shall be sent out on the first day of January and on the first day of each month thereafter. May statements shall be sent by certified mail. These statements shall indicate in large print:

“THIS LICENSE IS DELINQUENT ON THE 30TH DAY OF JANUARY. A LATE FEE IN AN AMOUNT ESTABLISHED BY RESOLUTIONS SHALL BE IMPOSED THE LAST DAY OF EACH MONTH UNTIL RENEWED.

(Ord. _____ § ____, 2021; Ord. 860 §6, 2008.)

5.12.130 Change of location.

The location of any licensed business or occupation, or of any permitted act, may be changed with Town approval, provided, fourteen (14) days' notice thereof is given to the Town Clerk, in the absence of any provision to the contrary; provided that the building and zoning requirements of all Town ordinances are complied with. Notice must be given in the form of a new business license application and an administrative fee in an amount established by resolution will be charged for each change of address. (Ord. _____ § ____, 2021; Ord. 860 §6, 2008; Ord. 670 §8, 2000.)

5.16.010 Sales Tax Collecting Businesses.

The business license fee for sales tax collecting businesses shall be in an amount established by resolution. (Ord. _____ § ____, 2021; Ord. 860 §7, 2008; Ord. 148 §21(a), 1972; Ord. 676 §2, 2000.)

5.16.020 Non-sales Tax Collecting Businesses.

The business license fee for businesses that do not fit the definition of sales tax collecting businesses shall be in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 860 §7, 2008; Ord. 216 §1, 1977; Ord. 148 §21(b), 1972; Ord. 676 §3, 2000.)

5.16.025 Independent Contractors and Agents.

The business license fee for Independent Contractors and Agents shall be in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 860 §7, 2008.)

5.16.027 Commercial and Residential Rentals.

The business license fee for businesses that lease land, buildings or office space for commercial purposes shall be in an amount established by resolution. The business license fee for businesses that lease 3 or more dwellings or apartments for residential purposes shall be in an amount established by resolution. No business license for residential rentals shall be required for businesses or owners of businesses that: a) own residential rental units in order to meet an employee housing requirement or are used by the business to house its employees; or b) already hold a business license with the Town.

(Ord. _____ § ____, 2021; Ord. 959 §1, 2010; Ord. 929 §1, 2009.)

5.20.010 Installation permit.

Any person making a delivery or installation of merchandise within the Town which merchandise was purchased outside the Town may elect to obtain a job permit or installation permit rather than an annual business license. The fee for a job permit or installation permit shall be in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 860 §8, 2008; Ord. 671 §1, 2000; Ord. 148 §22, 1972.)

5.20.020 Expositions and outdoor sales.

Notwithstanding the other provisions of Chapters 5.04 through 5.24, or 5.52 of this code, any person engaged in the business of conducting an exposition, exhibit or sale of any merchandise or product, including artifacts and art objects, at an outdoor exposition or sale, or at an indoor exposition or bazaar, where two or more persons are gathered together for such purpose shall pay a business license fee in an amount established by resolution. (Ord. _____ § ____, 2021; Ord. 895 §1, 2008; Ord. 860 §8, 2008; Ord. 671 §2, 2000; Ord. 626 §1, 1999; Ord. 593 §1, 1998; Ord. 402 §1, 1990; Ord. 344 §1, 1985; Ord. 337 §1, 1985; Ord. 333 §1, 1984; Ord. 330 §1, 1984; Ord. 312 §1, 1983; Ord. 148 §23, 1972.)

5.21.060 Fees. The applicant shall pay the fee in an amount established by resolution; provided, however, that

1. If the applicant is the holder of a current, valid business license issued by the Town, then the fee shall be in an amount established by resolution per day, provided further that the services, goods, wares or merchandise to be sold are the same as those sold from or upon the regularly licensed permanent premises of the applicant/Town of Jackson business licensee.

(Ord. _____ § ____, 2021; Ord. 860 §9, 2008; Ord. 786 §1, 2004.)

5.32.040 License--Fee.

The annual fee for a pawnbroker's license shall be in an amount established by resolution and this fee shall be payable in advance to the Town Clerk. No license shall be issued until the fee is paid. (Ord. _____ § ____, 2021; Ord. 860 §11, 2008; Ord. 168 §4, 1974.)

5.48.050 License fee.

The annual nonrefundable fee for a gaming license under this chapter shall be in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 860 §12, 2008; Ord. 432 §1 (part), 1991.)

5.48.210 License--Duration--Renewal--Transferability. D. Each license issued entitles the license holder to operate such business only in the location described in the license. Should licensee desire to move to a different location, an application for change in location shall be submitted to the office of the Town Clerk. This application shall be processed as an application for a new license. No new license fee shall be required except for a change of location fee in an amount established by resolution. No license holder shall operate in any location other than the one described in the license.

(Ord. _____ § ____, 2021; Ord. 860 §12, 2008; Ord. 432 §1 (part), 1991.)

5.50.040 Ground Transportation Business License

B. Fee required. The annual fee for engaging in a Ground Transportation Business shall be in an amount established by resolution. Whenever the number of employees shall be increased during the license year, the licensee shall notify the Town of such change and shall pay the additional fee. If a license is suspended or revoked as set forth herein, such fee is non-refundable. (Ord. 995 §1, 2011; Ord. 922 §1, 2009).

G. Taxi fares.

1. Fares for the operation of Taxi's shall be set by the Town Council to ensure consistent fares to the public. Such fares may be amended by the Town Council at such intervals as deemed appropriate and necessary. For trips originating and/or terminating in the Town of Jackson, the maximum fares shall be in an amount established by resolution. (Ord. _____ § ____, 2021; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009)

5.50.050 Vehicle Permit

B. Fee required. The annual fees for new Vehicle Permits shall be in an amount established by resolution. Such fee shall entitle the licensed Ground Transportation Business owner to the decal required in this chapter, provided the applicant meets all qualifications for a Ground Transportation Business License. The Vehicle Permit fee shall accompany the application for a permit. (Ord. _____ § ____, 2021; Ord. 1029 §1, 2013; Ord. 922 §1, 2009)

5.50.060 Operator's Permit.

B. Fee required. The annual fee for a new Operator's Permit and a renewal of an Operator's Permit shall in an amount established by resolution. Such fee shall entitle the licensed driver to the badge required in this chapter, provided the applicant meets all qualifications for an Operator's Permit. The Operator's Permit fee shall accompany the application for a permit.

(Ord. _____ § ____, 2021; Ord. 1029 §1, 2013; Ord. 922 §1, 2009)

5.60.040 Residential Short-Term Rental Permit Required

C. The fee for a Residential Short-Term Rental Permit is in an amount established by resolution for each Residential Short-Term Rental unit being permitted.

(Ord. _____ § ____, 2021; Ord. 1179 §1, 2017; Ord. 1092 §1, 2015)

SECTION IV.

Section 1 of Town of Jackson Ordinance Nos. 969, 1185 and 1245; Section 4 of Town of Jackson Ordinance No. 853; and Section 6.20.006 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

6.20.006 Application Form and Fees.

C. The fee paid annually for each license is shall be in an amount established by resolution; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses issued, until payment in full has been made.

D. The fee to be paid for each twenty-four (24) hour permit shall be in an amount established by resolution, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No permit will be issued until payment in full has been made.

(Ord. _____ § _____, 2021; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007.)

SECTION V.

Section 1 of the Town of Jackson Ordinance Nos. 194, 252, 646, 647, 648, 710 and 711; Section 2 of the Town of Jackson Ordinance Nos. 146 and 252; Section 3 of the Town of Jackson Ordinance No. 371; Section 4 of the Town of Jackson Ordinance No. 793; Section 6 of the Town of Jackson Ordinance No. 194; Section 7 of the Town of Jackson Ordinance Nos. 147 and 789; Section 8 of the Town of Jackson Ordinance Nos. 146 and 793; Section 9 of the Town of Jackson Ordinance No. 793; Section 10 of the Town of Jackson Ordinance No. 789; Section 11 of the Town of Jackson Ordinance No. 789; and Sections 7.02.040, 7.02.050 and 7.12.020 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

7.02.040 Impounding.

B. **Redemption - Payment of costs.** The owner or agent of an owner of any animal impounded under these rules shall have the privilege of claiming such animal within seven (7) days after it is impounded, upon complying with the following requirements:

1. Show proof of licensure, and if no license, then obtain a license.
2. Show proof of vaccination against rabies, where applicable, and if none, then obtain the proper vaccination within two (2) weeks of release and furnish such proof to the Jackson/Teton County Animal Shelter.
3. Pay the fees in an amount established by resolution to the Jackson/Teton County Animal Shelter.
4. Pay the Jackson/Teton County Animal Shelter in an amount established by resolution for board for each twenty-four (24) hours or portion thereof. The first twenty-four (24) hours of impoundment is included in the Impoundment Fee delineated per resolution.

(Ord. _____ § _____, 2021; Ord. 793 § 8, 2005; Ord. 789 § 10 and 11, 2004; Ord. 710 § 1, 2002; Ord. 647 § 1, 2000; Ord. 371 § 3, 1987; Ord. 252 § 1, 1979; Ord. 194 § 6, 1976; Ord. 146 § 7 and 8, 1971).

7.02.050 Adoption—Fee.

The animal shelter manager or other designated official is authorized to advertise and place for adoption all dogs, cats or other animals, which have been impounded for a period of not less than seven (7) days. Any person wishing to adopt an animal shall pay a fee in an amount established by resolution. (Ord. _____ § ____, 2021; Ord. 793 § 9, 2005; Ord. 711 § 1, 2002; Ord. 648 § 1, 2000; Ord. 252 § 2, 1979).

7.12.020 Dog and Cat License Required

A. Any dog or cat residing in Town more than thirty (30) days must be licensed.
B. Such license shall not be issued until payment of the applicable fee in an amount established by resolution and presentation of a current and valid certificate subscribed by a licensed veterinarian that the dog or cat has been vaccinated against rabies, and that dog or cat is current on its rabies vaccination. The vaccination certificate shall indicate the date of vaccination, the type used and the period of immunization. (Ord. _____ § ____, 2021; Ord. 793 § 4, 2005; Ord. 789 § 7, 2004; Ord. 646 § 1, 2000; Ord. 194 § 1, 1976; Ord. 146 § 2, 1971).

SECTION VI.

Section 1 of the Town of Jackson Ordinance Nos. 245 (part), 1093, 1205; Section 6 of the Town of Jackson Ordinance No. 769; and Sections 8.32.090, 8.36.020, 8.36.040, 8.36.050 and 8.36.070 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

8.32.090 False alarm.

B. For a Police or Fire/EMS Department response to a False Alarm, the respective Police or Fire Chief shall charge and collect from the person having or maintaining the activated alarm a fee in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 1093 §1, 2015; Ord. 769 § 6, 2004; Ord. 245 § 1 (part), 1978.)

8.36.020 Definitions.

J. Waste Reduction Fee means the Town fee in an amount established by resolution imposed and required to be paid by each consumer making a purchase from a Grocer, Large Retailer, Retailer, or Retail Store for each Disposable Paper Bag and Reusable Plastic Bag used during the purchase at the point of sale.

(Ord. _____ § ____, 2021; Ord. 1205 §1, 2019.)

8.36.040 Disposable Paper Bag Fee Requirements.

A. Effective on and after April 15th, 2019, Grocers and Large Retailers shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee in an amount established by resolution for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.

B. Effective on and after November 1st, 2019, Retailers and Retail Stores shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee in an amount established by resolution for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.

(Ord. _____ § ____, 2021; Ord. 1205 §1, 2019.)

8.36.050 Collection and Remittance of the Waste Reduction Fee.

A. Each Grocer, Large Retailer, Retailer and Retail Store shall retain a portion of the Waste Reduction Fee it collects, and said portion shall be in an amount established by resolution.

B. The remaining portion of each Waste Reduction Fee collected by each Grocer, Large Retailer, Retailer and Retail Store, which also shall be in an amount established by resolution shall be due and remitted to the Town of Jackson Finance Department for each quarter on the following days: April 30, July 31, October 31, and January 31. The Town shall provide the necessary forms for Grocers, Large Retailers, Retailers and Retail Stores to file with each quarter's remittance.

(Ord. _____ § ____, 2021; Ord. 1205 §1, 2019.)

8.36.070 Audits and Violations.

D. If payment of any portion of the Waste Reduction Fee is not received by the Town Finance Department on or before the due dates set forth on 8.36.050.B, a late fee in an amount established by resolution shall be imposed per month until said payment is received.

(Ord. _____ § ____, 2021; Ord. 1205 §1, 2019.)

SECTION VII.

Section 1 of the Town of Jackson Ordinance No. 571, 1003, 1011 and 1112; and Sections 12.08.060 and 12.28.050 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

12.08.060 Permit fees

Permit fees charged for the issuance of encroachment permits shall be in an amount established by resolution and shall be in addition to all other fees for permits or charges relative to any proposed construction work.

(Ord. _____ § ____, 2021; Ord 571 § 1, 1996.)

12.28.050 Special Event Permit—Application Procedure—Filing Period

F. Fees. The fees for each Special Event Permit application submitted to the Town shall be in an amount established by resolution.

(Ord. _____ § ____, 2021; Ord. 1112 § 1, 2016; Ord. 1011 § 1, 2012; Ord. 1003 § 1, 2012)

SECTION VIII.

Section 1 of the Town of Jackson Ordinance Nos. 320, 322, 325, 406, 412, 413, 430, 447, 450, 483, 493, 494, 601, 603, 633, 701, 706, 766, 803, 886, 888, 891, 892, 893, 899, 990, 1020, 1023, 1024, 1057, 1089, 1090, 1101, 1141, 1142, 1147, 1171, 1229, 1230, 1145, 1231, 1232 and 1254; Section 2 of the Town of Jackson Ordinance Nos. 271, 273, 313, 771, 772, 854, 855, 856, 858 and 1144; Section 3 of the Town of Jackson Ordinance Nos. 762, 764 and 770; Section 4 of the Town of Jackson Ordinance No. 760; and Sections 5.04.020, 15.04.090, 15.12.010, 15.12.030, 15.17.010, 15.20.010, 15.24.010, 15.24.030, 15.27.010, 15.36.040, 15.36.050 and 15.38.010 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

15.04.020 International Building Code.

All buildings and temporary structures built or located within the town from and after July 1, 2019, shall be constructed in accordance with the requirements of the International Building Code, 2018 Edition, as published by the International Code Council, specifically excluding all appendices.

The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

7. Section 109.2 Schedule of Fees shall read, "On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in an amount as established by resolution. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings. The fee for each permit shall be as set forth in the adopted Building Permit Fees Schedule of the Town of Jackson.

(Ord. _____ § ____, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 § 4, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981.)

15.04.090 Building Permit Fees

All building permit fees shall be in amounts established by resolution.
(Ord. _____ § ____, 2021; Ord.893 § 1, 2008; Ord. 770 § 3, 2004)

15.12.010 International Mechanical Code--Adoption by reference.

All buildings and temporary structures built or located within the town from and after July 1, 2019 shall be constructed in accordance with the requirements of the International Mechanical Code, 2018 Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

2. Section 106.5.2 Fee schedule shall read "All work fees shall be in amounts established by resolution.

(Ord. _____ § ____, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981.)

15.12.030 Mechanical / Fuel Gas Permit Fees

All mechanical/fuel gas permit fees shall be in amounts established by resolution.

(Ord. _____ § ____, 2021; Ord.891 § 1, 2008; Ord. 772 § 2, 2004).

15.17.010 International Residential Code--Adoption by reference.

All detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress built or located within the town from and after July 1, 2019 shall be constructed in accordance with the requirements of the International Residential Code, 2018 Edition, as published by the International Code Council, specifically including appendix F. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

2. A second sentence shall be added to Section 108.2 Schedule of permit fees that reads, "On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee in an amount established by resolution for each permit shall be paid."

(Ord. _____ § ____, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord.1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004.)

15.20.010 Adoption of the National Electrical Code

3. ARTICLE 300, Wiring Methods, SECTION I, General Requirements, SUBSECTION 300.1, Scope, SUBSECTION (A) All Wiring Installations.

All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods:

1. Article 320, Armored Cable: Type AC
2. Article 330, Metal-Clad Cable: Type MC
3. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI
4. Article 342, Intermediate Metal Conduit: Type IMC
5. Article 344, Rigid Metal Conduit, Type RMC
6. Article 348, Flexible Metal Conduit, Type FMC
7. Article 350, Liquid-tight Flexible Metal Conduit: Type LFMC
8. Article 358, Electrical metallic Tubing: Type EMT

Electrical Fee Schedule

All electrical fees shall be in amounts established by resolution.

(Ord. _____ § _____, 2021; Ord. 1254 § 1, 2020; Ord. 1171 § 1, 2017; Ord. 1101 § 1, 2015; Ord. 1057 § 1, 2014; Ord. 990 § 1, 2011; Ord. 899 §1, 2008; Ord. 886 §1, 2008; Ord. 803 §1, 2005; Ord. 706 §1, 2002, Ord. 633 §1, 2000; Ord. 413 §1, 1990; Ord. 325 §1, 1984; Ord. 313 §2, 1983.)

15.24.010 Adoption of International Plumbing Code by reference.

All buildings and temporary structures built or located within the town from and after July 1, 2019 shall be constructed in accordance with the requirements of the International Plumbing Code, 2018 Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

1. Section 106.6.2 Fee Schedule shall read, "The fees for work shall be paid in an amount as established by resolution."

15.24.030 Plumbing/Fuel Gas Permit Fees

All Plumbing/Fuel Gas Permit Fees are in an amount established by resolution.

(Ord. _____ § _____, 2021; Ord. 892 § 1, 2008; Ord. 771 § 2, 2004)

15.27.010 International Fuel Gas Code-- Adoption by reference.

All buildings and temporary structures built or located within the town from and after July 1, 2019 shall be constructed in accordance with the requirements of the International Fuel Gas Code, 2018 Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were more fully herein set out except as follows:

2. Section 106.6.2 Fee Schedule shall read, "The fees for work shall be in an amount established by resolution."

(Ord. _____ § _____, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004.)

15.36.040 Contractor Licenses Required.

I. Contractor License Fees. The fees for a contractor license shall in an amount established by resolution.

(Ord. _____ § _____, 2021; Ord. 1089, § 1, 2015; Ord. 701 § 1, 2002.)

15.36.050 Certificates of Qualification Required.

G. Certificate Fee. The initial fee for a certificate of qualification shall be in an amount established by resolution. The fee for the renewal of certificates of qualification shall be in an amount established by resolution. This shall be a non-refundable fee.

(Ord. _____ § _____, 2021; Ord. 1142 § 1, 2016; Ord. 1090 § 1, 2015; Ord. 701 § 1, 2002.)

15.38.010 Permit Required- Application

It is unlawful for any person to demolish any building or structure within the town limits, whether in connection with the application for a separate building permit or other purpose without obtaining a demolition permit from the Building Official or his designee. Such Building Official or designee shall not issue any demolition permit unless the plans of and for the proposed demolition fully conform to the building regulations and the International Building Code then in effect. All applications for demolition permits shall be accompanied by a fee in an amount to be established by resolution, all documentation as required on the demolition permit application and such other information as may be deemed necessary to provide for the enforcement of the Town's Land Development Regulations (LDR's)[Appendix A of this code].

(Ord. _____ § _____, 2021; Ord. 888 § 1, 2008.)

SECTION IX.

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

SECTION X.

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 XI.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2021.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

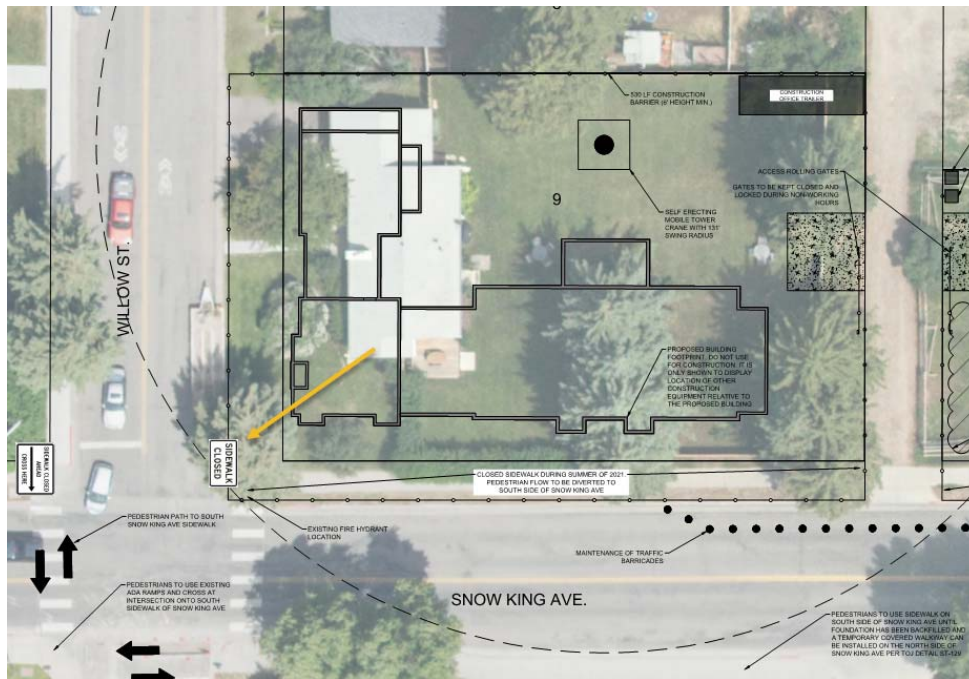
FR: Larry Pardee, Town Manager

DT: February 16, 2021

RE: Town Manager's Report

Tree Removal on Corner of Snow King Avenue and Willow Street

With the start of construction on the 580 S Willow Project, they will be removing the large spruce on the corner of Snow King Ave. and Willow St. Efforts were made to save it but the proximity to the proposed building and sidewalk location require that it be removed from the public right of way. Staff wanted the Council to be aware. They are also requesting to close the sidewalk on the north side of Snow King Ave. for the summer until the foundation is backfilled. This sidewalk does not connect to a sidewalk on the east. This would allow them to eliminate shoring in the right of way. Staff is considering this request.



START Driver Staffing

START has been notably short handed this winter in terms of recruiting and retaining winter seasonal Operators. However, Jeff Deal, Operations Manager, has done a great

job of creative scheduling in order to keep services running. We have had a handful of Operators leave unexpectedly due to COVID concerns, or family matters associated with COVID. All members of the Supervisory team have also pitched in and picked up driving shifts to ease the schedule and done a great job of managing the workload/stressload in the Department. We've also had some departures in full time commuter Operators and we have been fortunate enough to have seasonal folks pinch hit while we recruit to fill those positions. As you can see in the weekly and daily papers, we continue to recruit to fill seasonal bus driving positions and we will do so until the end of the season, April 11. Winter is always a challenging season for START Bus and Darren Brugmann and his team have done a great job meeting the challenges.

FY22 Budget Schedule

We will be discussing the upcoming budget at the workshop meetings on March and April and below are the special and regular Town Council meetings related to the FY22 budget process.

FY2022 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2022 Budget				
Date	Day	Time	Event	Location
4/23/2021	Friday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/26/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion, Big Picture, Revenue Review	Town Council Chambers
4/28/2021	Wednesday	9:00 - 5:00	Special JIM - Joint Department Budget Overview	County Commissioner's Chambers
4/29/2021	Thursday	9:00 - 5:00	Special JIM - Human Services Budget Presentations	County Commissioner's Chambers
5/10/2021	Monday	2:00 - 5:00	Special Town Council Workshop - Budget Discussion, Capital Project Review; Follow-Up	Town Council Chambers
5/17/2021	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion	Town Council Chambers
5/24/2021	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion (if needed)	Town Council Chambers
6/14/2021	Monday	3:00 - 5:00	Special Town Council Workshop - Budget Discussion (if needed)	Town Council Chambers
6/21/2021	Monday	3:00 P.M.	Regular Town Council Workshop Meeting - Budget Discussion (if needed)	Town Council Chambers
6/21/2021	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Adoption	Town Council Chambers