

Jackson Town Council Regular Meeting

March 15, 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 **1.346.248.7799** with Webinar ID **898 7125 6268** and Passcode **816548**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements: COVID Update

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. March 1, 2021 regular meeting
 - 2. March 8, 2021 special workshop
- B. Disbursements
- C. Municipal Court Report February 2021
- D. Temporary Sign Permit for Jackson Hole Ski Club's Pole Pedal Paddle
- E. Temporary Sign Permit for Jackson Hole High School 2021 Graduation
- F. Temporary Sign Permit for Jackson Hole Mountain Resort COVID Awareness
- G. Pathway Access Easement at 600 Pine Drive
- H. First Amendment to Indefeasible Right to Use Agreement with SilverStar
- I. Development Agreement for Infrastructure Cost Share at 175 N Jackson Street, P20-208
- J. Extension to Federal Communications Commission AT&T Shot-Clock Deadline
- K. Partial Replat Vacation 112 Center Street, P21-040

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

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.

- A. Administration
 - 1. Restaurant Liquor License Application by Pizzeria Caldera LLC (Sandy Birdyshaw)
 - 2. Special Event: Octane Addictions (Carl Pelletier)
 - 3. Municipal Code Title 5 Update (Lea Colasuonno)
- B. Planning
 - 1. Item P21-013: Subdivision Plat on W Highway 22, Westview Townhomes (Tyler Valentine)
- C. Public Works
 - 1. Item P21-010: Encroachment Agreement for Shoring and Construction Management Plan at 135 N Cache for Hotel Jackson (Brian Lenz)

VI. ORDINANCES

- A. **Ordinance V:** An Ordinance Amending and Reenacting Jackson Municipal Code related to Updating Town of Jackson Fees by Resolution (Presented for 3rd reading and designated Ordinance #1280)
- B. **Ordinance W:** An Ordinance Amending and Reenacting Jackson Municipal Code Title 5 in its entirety (presented for first reading, Lea Colasuonno)

VII. RESOLUTIONS

- A. **Resolution 21-07:** A Resolution Certifying Compliance and Setting a Public Hearing for the Annexation of 3 roadway portions and 1 parcel (Jurisdictional Cleanup) *Request to Withdraw from this agenda.*
- B. **Resolution 21-08:** A Resolution Setting and Updating the Town of Jackson Fee Schedule (Larry Pardee)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Appointment to Board of Health
- B. Council Liaison Assignments
- C. Wyoming Legislative Updates:
 - 1. Senate File 157 - draft letter from Town Council
- D. 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**

MARCH 8, 2021

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 3:00 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, Jim Rooks, and Jonathan Schechter. Jessica Sell Chambers joined at 3:04 p.m.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Michelle Weber, Tyler Sinclair, Floren Poliseo, Johnny Ziem, Brian Lenz, Paul Anthony, Brian Schilling, Darren Brugmann, Steve Ashworth, Carl Pelletier, and Sandy Birdyshaw.

Use of Public Right-Of-Way, Flex-Space, Parklets, and Managed Parking Short-Term Steps. Tyler Sinclair made staff comment and requested direction from Council for the upcoming summer. Additional staff comment was made by Johnny Ziem and Carl Pelletier.

Flex Space locations included: 1) On the NW and NE corners of the Town Square, 2) East side of Town Square within the parallel parking area on Center Street, and 3) the sidewalk was expanded on the west side of Center Street from Deloney to Gill Avenue.

Parklets, which provided more space and amenities for patrons implemented by businesses utilizing both public and private land to create additional outdoor capacity, primarily for use as outdoor seating for existing restaurants.

Signing and Messaging was attained through partnership with the Travel and Tourism Board and Chamber of Commerce which provided messaging about wearing masks, maintaining distance, and general hygiene expectations for locals and visitors in the downtown area. In addition, Town staff worked with local businesses along Center Street who were impacted by flex spaces to provide directional signage to their business.

Cleaning and sanitation stations were installed throughout the downtown core and Town staff sanitized the flex space tables and chairs daily.

Parking Management included 1) Converting Taxi-to-Fly spaces in parking garage to regular public parking spaces, 2) Adding ADA accessible parking downtown, 3) Adding bicycle parking downtown, 4) Adding 15-minute parking stalls near high-turnover businesses, and 5) Developing employee parking maps and communication program.

The Council asked questions and held discussion with staff members Sinclair, Ziem, and Brian Schilling.

Public comment was given by Katherine Dowson, Anna Olsen, and Matt Donovan.

Council held discussion on looking at tiered fines, food trucks, residential regulations, ADA access, and parking along Center Street.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Flex Spaces, Parklets, Signage/Messaging & Cleaning/Sanitation items listed above for the summer 2021 with minor adjustments as discussed today. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve the short-term parking items Implemented or Partially Implemented listed above for summer 2021 with minor adjustments as discussed in this meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Downtown Pedestrian Improvements Project. Johnny Ziem made staff comment that the goal of this project was a conceptual design to improve the pedestrian experience, including mobility/accessibility compliance, and pedestrian safety, around the Town Square and on Center Street within the downtown core. Improvements would include curb extension, ADA access, additional street lighting, and shared public spaces. Selected Intersections for Improvements: Cache Street and Deloney Avenue, Broadway Avenue. and Center Street, Deloney Avenue and Center Street, and Gill Avenue and Center Street.

Public comment was given by Bob Lenz, Anna Olsen, Carolyn Hines, and Jamie and Savannah Lavenstein.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to approve the Downtown Pedestrian Improvement Project conceptual plans as amended and direct staff to bring back additional concepts to final design for Council review. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Council Liaison Roles. This item was not heard.

Interviews for Town-Appointed Seat on the Teton District Board of Health. The Council talked with Joe Burke and Allen Hodges about their interest of serving on the board. No action was taken.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting to executive session to consider the appointment of a professional person in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 5:23 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: March 17, 2021

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

MARCH 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, Kelly Sluder, Kelly Thompson, Johnny Ziem, Tyler Valentine, and Sandy Birdyshaw.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and provided an update on current COVID levels, recommendations, and mandates.

Public Comment. None.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks 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 February 16, 2021 workshop and regular meeting, and the February 23, 2021 special meeting.
- B. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$379.76; A-Core Of Idaho Inc. \$625.00; Apex Sage Inc \$8,556.95; Architectural Building Supply \$3,006.00; AT&T \$1,917.79; Avail Valley Construction-Idaho, Llc \$11,671.75; B-Cycle Llc \$1,213.03; Big R Ranch & Home \$50.46; Briggs, Eric L \$426.95; Carquest Auto Parts Inc. \$330.06; Caselle Inc. \$1,744.00; Cash \$190.43; CDW-Government \$581.69; Cellebrite USA \$13,700.01; CentralSquare \$1,436.40; CenturyLink \$4,220.46; Chambers, Jessica \$453.08; Cohen-Davis Law O.C. \$2,041.20; Control System Technology, Inc. \$250.00; Convergeone, Inc \$30,771.62; Cultivate \$1,250.00; Delcon Inc \$979.96; E.R. Office Express \$302.09; EForce \$10,002.45; Energy Conservation Works \$7,000.00; Energy Laboratories Inc. \$1,012.00; Esri, Inc \$5,100.00; Fire Services Of Idaho \$360.00; Flowpoint Environmental Systems \$795.00; Floyd's Truck Center \$3,531.18; Frederick Landscaping \$400.00; Gillig Llc \$1,444.94; Granicus, Llc \$9,102.00; High Country Linen \$945.85; Interstate Battery \$799.60; Jackson Animal Hospital \$873.47; Jackson Curbside Inc. \$1,690.00; Jackson Hole News & Guide \$2,893.50; Jackson Lumber Inc \$202.72; Jh20 Water Conditioning & Filtration \$53.00; Jorgensen Associates, Pc \$4,834.50; Kellerstrass Enterprises, Inc \$43,267.99; Lawngevity \$741.25; Long Building Technologies Inc. \$9,006.00; Macy's Services \$277.50; Miller Sanitation \$2,352.00; Mountain Electrical \$3,054.23; MSC Industrial Supply Co \$201.30; MSDS Online, Inc \$2,899.00; Napa Auto Parts Inc. \$589.16; Nelson Engineering \$10,011.95; Newman Signs, Inc \$258.59; Nova Collective \$9,000.00; One Call Of Wyoming \$196.75; Palazzolo, Michael \$180.00; Peak Facilitation Group \$8,959.00; Premier Truck- Salt Lake City \$10,236.29; Proterra \$30.18; Quadient Finance USA, Inv \$20.00; Rendezvous Engineering, P.C. \$8,763.45; Rink-Tec International, Inc \$1,439.44; Ron's Towing \$800.00; Safety Supply & Sign Co., Inc. \$34.33; Schaeffer Mfg. Co \$1,332.65; Seneca Companies, Inc \$9,458.87; SilverStar \$2,490.87; Singh, John \$155.00; Snake River Roasting \$249.30; St John's Hospital \$325.00; Stotz Equipment \$114.34; Sublette County Sheriff's Office \$770.00; Sunrise Environmental \$167.56; Swagit Productions, Llc \$3,550.00; Symbolarts, Llc \$1,452.00; Teton County Clerk \$148,020.08; Teton County Integrated Solid Waste/Recy \$10.00; Teton County-Fund 13 \$107,600.21; Teton Literacy Center \$5,500.00; Teton Motors Inc \$417.84; Teton Rental Center \$23.73; The Aftermarket Parts Company, Llc \$128.71; TMSC Llc \$23,874.00; Uhl, Anthony \$100.00; Utah Safety Council \$225.00; Verizon Wireless \$10,829.94; Vinci Law Office Llc \$504.26; Visa \$12,320.15; Westbank Sanitation \$2,839.62; Western State \$5,610.32; White Glove Cleaning, Inc. \$4,877.72; Wy Child Support Enforcement \$293.52; Wyoming Financial Insurance, Inc \$1,621.00; Wyoming.Com Inc \$5.00; Wy-Test \$265.00; Xerox Corporation \$1,274.86; Y2 Consultants, Llc \$2,128.50; Yellow Iron Excavation, Llc \$4,845.00; Yourmembership.Com, Inc. \$200.00; Ziem, Johnny \$155.00; Zoom Video Communications, Inc \$124.33.
- C. **Public Access Easement and Quitclaim Deed at 112 Center Street (P21-021).** To approve the perpetual Access, Utility, and Maintenance Easement Agreement, the Bill of Sale, and the Quitclaim Agreement, and upon approval by the Town Attorney and Town Engineer, authorize the Mayor to execute all necessary agreements.
- D. **Bid 20-20 Sidewalk Improvements on East Simpson and Meadowlark.** To approve the award of the 2021 Sidewalk Improvements Project in the amount of \$260,197.35 to DePatco Inc., and to amend the FY21 budget as follows: 1. Reallocate \$12,000 in the Water Enterprise

fund from unexpended Well #9 project funds to this project. 2. Allocate an additional \$133,200 from remaining 2017 SPET funds to this project.

- E. **Cost-Share Wetland Treatment Agreement with Ducks Unlimited.** To approve the agreement between Ducks Unlimited and the Town of Jackson for the purpose of cost-sharing the expansion of the South Park Wildlife Habitat Management Area wetland near the Town of Jackson Wastewater Treatment Facility and to further authorize the Mayor to sign the approved agreement.

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

Special Event: World Championship Hill Climb. Carl Pelletier presented this item.

The Council and staff discussed the recently established policy for considering special events, road closures, and parking. Nan Coover answered the Council's questions as the applicant.

There was no public comment.

A motion was made by Jim Rooks and seconded by Hailey Morton Levinson to approve the special event application made by the Jackson Hole Snow Devils for the 2021 World Championship Snowmobile Hill Climb with an attendance limit within the venue at any given time of 1,000 spectators, subject to the conditions and restrictions listed in the staff report and with the addition of a nightly debriefing sessions between Chief Weber, and the head of Snow Devils with the inclusion of the Mayor. The nightly debrief would, include but not be limited to, readjustments to the next day's events to satisfy Town of Jackson special event COVID matrix, including but not limited to, reduction of the next day's *[number of]* attendees.

Discussion was held on the number of spectators, the event matrix being in the works for this event, giving authority to adjust the number of spectators based on the debriefing, and that guests inside the event perimeter being more apt to adhere to pandemic regulations.

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

Review of Proposed Fee Schedule. Larry Pardee presented this item.

The Council and staff discussed the planning permit fees being incorporated in Appendix A, rounding to the nearest whole number, designating some fees for further discussion, reasoning for increasing fees. Kelly Sluder made comment on the building fees. Lea Colasuonno made comment on fees for public record requests. Sandy Birdyshaw made comment on liquor fees.

There was no public comment.

The Council wished to revisit some of the specific fees for the sales and non-sales tax collecting business licenses, short term rentals, vehicle license permits, airport passenger board fee, police response fee to false alarms, special event permit fees, planning permit fees, cemetery fees, and some liquor license fees.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to place Resolution 21-X as presented with revisions discussed today to round numbers to the nearest full number and combining Appendix B with Appendix A to be considered on third reading of Ordinance V, currently scheduled for March 15, 2021, and direct staff to bring back a cost of service or policy review of the fees highlighted tonight, or those staff may identify.

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

Item P20-228: Partial Vacation without Replat at 355 E Broadway Avenue. Tyler Valentine presented this item.

The Council and staff discussed the trending increase of these types of applications. Paul Anthony made comment.

Sue Karichner of Nelson Engineering made comment on behalf of the applicant.

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the Partial Vacation Without Replat to vacate the lot line between Lots 1 and 2 in the L.G. Gill Subdivision in order to

combine the two lots into one lot, subject to the Land Development Regulations, the departmental reviews, and this staff report dated March 1, 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 Jonathan Schechter and seconded by Arne Jorgensen 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 V: An Ordinance Amending and Reenacting Jackson Municipal Code related to Updating Town of Jackson Fees by Resolution.

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, 15.04.020, 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:

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance V at second reading. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Matters from Mayor and Council. Jessica Chambers made comment on the process in which the motion was made on tonight's Hill Climb item.

Arne Jorgensen suggested moving the first regular meeting in April due to spring break. Mayor Morton Levinson cancelled the April 5 regular meeting and set a special meeting on April 12 to take its place.

Jessica Chamber made comment on fines and fees for municipal violations. Lea Colasuonno explained violations and the bond schedule.

Town Manager's Report. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on back to full staffing in town facilities. 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 Jim Rooks 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 8:07 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: March 10, 2021

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
6634	107 WEST DESIGN, LLC	21-01	Rancher Street Visuals	02/28/2021	2,750.00	.00	
Total 6634:					2,750.00	.00	
328	842-NCPERS GROUP WYOMIN	842032021	PAYROLL DEDUCTIONS	02/12/2021	96.00	96.00	03/05/2021
Total 328:					96.00	96.00	
51	ACE HARDWARE	728721	nitrile gloves	02/08/2021	69.98	.00	
51	ACE HARDWARE	729099	propane gas refill	02/11/2021	19.99	.00	
Total 51:					89.97	.00	
2269	AFLAC	663544	ACCOUNT #y9599	02/25/2021	2,584.63	2,584.63	03/05/2021
Total 2269:					2,584.63	2,584.63	
5226	ARMSCOR CARTRIDGE INCOR	13272	Ammunition	03/01/2021	4,643.00	.00	
Total 5226:					4,643.00	.00	
1783	AT&T	02162021	charges for account 28725916309	02/08/2021	1,327.25	.00	
Total 1783:					1,327.25	.00	
4774	BIG R RANCH & HOME	1489543	steel spacers	02/09/2021	2.09	.00	
Total 4774:					2.09	.00	
5	CARQUEST AUTO PARTS INC.	6090-514189	FILTER FOR PD	02/18/2021	9.99	.00	
5	CARQUEST AUTO PARTS INC.	6090-514269	PALLET OF WASHER FLUID FO	02/19/2021	501.90	.00	
Total 5:					511.89	.00	
102	CASELLE INC.	108052	support fees	03/01/2021	1,744.00	.00	
Total 102:					1,744.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9847	new UPS for well 6,7,8 and wells	01/13/2021	1,457.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9893	control hardware and programmin	02/22/2021	22,200.00	.00	
Total 4887:					23,657.50	.00	
1691	CORE & MAIN LP	N549652	meters and parts	01/28/2021	13,335.90	.00	
1691	CORE & MAIN LP	N566735	dual check valves	01/28/2021	323.64	.00	
Total 1691:					13,659.54	.00	
611	CUMMINS ROCKY MOUNTAIN L	42-56525	TURBO FOR BUS 201	01/11/2021	4,019.50	.00	
Total 611:					4,019.50	.00	
65	DELCON INC	23664	repair breaker for chlorine room at	01/31/2021	140.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 65:					140.63	.00	
708	DELTA DENTAL PLAN OF WYOM	70037 0321	PREMIUM MARCH	03/01/2021	1,684.80	1,684.80	03/05/2021
708	DELTA DENTAL PLAN OF WYOM	70037 CLAIMS	JANUARY AND FEBRUARY CLAI	03/01/2021	16,553.54	16,553.54	03/05/2021
Total 708:					18,238.34	18,238.34	
2175	DIVISION OF VICTIM SERVICES	030321	Crimw victim surcharge	03/03/2021	350.00	.00	
Total 2175:					350.00	.00	
3408	E.R. OFFICE EXPRESS	16625	Writing pads for Roxanne.	11/19/2020	14.09	.00	
3408	E.R. OFFICE EXPRESS	16757	Legal paper	12/08/2020	33.33	.00	
3408	E.R. OFFICE EXPRESS	17231	new office chaif for Toms office	02/22/2021	249.99	.00	
3408	E.R. OFFICE EXPRESS	17300	Office paper	03/05/2021	359.56	.00	
Total 3408:					656.97	.00	
1134	ENERGY LABORATORIES INC.	374226	sample for thaw well 3	02/08/2021	132.00	.00	
1134	ENERGY LABORATORIES INC.	374227	samples for thaw well 2	02/08/2021	132.00	.00	
Total 1134:					264.00	.00	
4784	FIRST INTERSTATE BANK	030221	IMAGINE JACKSON MORTGAG	03/02/2021	72,193.81	.00	
Total 4784:					72,193.81	.00	
668	FREEDOM MAILING SERVICE I	40087	billing process for 12 months	03/04/2021	895.89	.00	
668	FREEDOM MAILING SERVICE I	40087	Billing process for 12 months	03/04/2021	895.90	.00	
Total 668:					1,791.79	.00	
1022	GALLS INC.	016801775	name tags for officers	10/27/2020	6.00	.00	
1022	GALLS INC.	017458914	Ear Connection pieces for patrol o	01/19/2021	699.80	.00	
Total 1022:					705.80	.00	
4212	GILLIG LLC	40777631	HOSE ASM FOR BUSES	02/12/2021	262.64	.00	
4212	GILLIG LLC	40778166	HUB ASM FOR BUS 202	02/16/2021	1,403.61	.00	
4212	GILLIG LLC	40778581	DOOR GLASS FOR BUS 203	02/17/2021	42.85	.00	
Total 4212:					1,709.10	.00	
96	HIGH COUNTRY LINEN	0238459	laundry bag and towels	02/17/2021	97.20	.00	
96	HIGH COUNTRY LINEN	0238556	admin - uniform cleaning	02/18/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0238556	sewer collections - uniform cleani	02/18/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0238556	WWTP - uniform cleaning	02/18/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0238556	fleet -	02/18/2021	45.00	.00	
96	HIGH COUNTRY LINEN	0238556	laundry bags, towels, mats, enviro	02/18/2021	12.90	.00	
96	HIGH COUNTRY LINEN	0238556	UNIFORM CLEANING	02/18/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0238556	fleet - uniform cleaning	02/18/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0238556	street - uniform cleaning	02/18/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0239487	shop towels, monthly mat replace	02/24/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0239503	Rugs 2/24/21	02/24/2021	61.93	.00	
96	HIGH COUNTRY LINEN	S0239255	mop, bleach, balance floor	02/24/2021	141.60	.00	
96	HIGH COUNTRY LINEN	S0239661	Gloves, trash bags, cleaning supp	02/25/2021	390.61	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					973.55	.00	
6455	HIRST APPLGATE, LLP	201866	Tastebuds Litigation	03/03/2021	6,212.75	.00	
6455	HIRST APPLGATE, LLP	201870	3 Creeks Litigation	03/04/2021	75.00	.00	
Total 6455:					6,287.75	.00	
6041	HOLE FOOD RESCUE	030521	Quarterly Payment for Agreed Up	03/05/2021	5,000.00	.00	
Total 6041:					5,000.00	.00	
6621	ICLEI- LOCAL GOV FOR SUSTAI	2174	annual dues for ICLEI, please tak	02/19/2021	145.00	.00	
6621	ICLEI- LOCAL GOV FOR SUSTAI	2174	offsetting account for ICLEI dues	02/19/2021	455.00	.00	
Total 6621:					600.00	.00	
36	IDAHO STATE TAX COMMISSIO	030321	FEBRUARY WITHHOLDINGS	03/03/2021	3,211.00	3,211.00	03/05/2021
Total 36:					3,211.00	3,211.00	
106	INTERSTATE BATTERY	22249960	2 HEAVY DUTY BATTERIES FOR	02/22/2021	479.90	.00	
Total 106:					479.90	.00	
5098	JACKSON ANIMAL HOSPITAL	41236	Howie & Ella bloodwork, dentals, r	02/25/2021	754.98	.00	
5098	JACKSON ANIMAL HOSPITAL	41275	Ella, KitKat, Jed	02/26/2021	385.50	.00	
5098	JACKSON ANIMAL HOSPITAL	41411	Ella, KitKat, Jed	03/03/2021	191.30	.00	
Total 5098:					1,331.78	.00	
6474	JACKSON HOLE LAW, PC	1307	February Prosecutorial Services	02/28/2021	1,500.75	.00	
Total 6474:					1,500.75	.00	
6801	JACKSON HOLE MMA, LLC	306	Quarterly facility rental for C&C	02/20/2021	200.00	.00	
Total 6801:					200.00	.00	
131	JACKSON HOLE NEWS & GUID	322459	2/16 workshop minutes	02/24/2021	123.98	.00	
131	JACKSON HOLE NEWS & GUID	322460	2/16 reg mtg minutes	02/24/1961	491.63	.00	
131	JACKSON HOLE NEWS & GUID	322511	Public Notice P21-13	02/24/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	322563	Board of Health daily	02/28/2021	380.64	.00	
131	JACKSON HOLE NEWS & GUID	322828	2/23 SpMtg minutes	03/03/2021	51.30	.00	
131	JACKSON HOLE NEWS & GUID	322829	2/22 Jt Retreat minutes	03/03/2021	162.45	.00	
Total 131:					1,295.50	.00	
139	JORGENSEN ASSOCIATES, PC	46021	Cache Tube Water Rights	02/22/2021	360.00	.00	
139	JORGENSEN ASSOCIATES, PC	46022	Cache Creek Tube PreConstructio	02/22/2021	2,192.50	.00	
Total 139:					2,552.50	.00	
5914	LENZ, BRIAN	030521	Training Webinars	03/05/2021	531.35	.00	
Total 5914:					531.35	.00	
671	LINCOLN NATIONAL LIFE	910000195466	107391 MARCH	02/19/2021	1,351.69	1,351.69	03/05/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
671	LINCOLN NATIONAL LIFE	910000195469	107747 march	02/10/2021	5,625.72	5,625.72	03/05/2021
Total 671:					6,977.41	6,977.41	
2224	LOCAL GOV'T LIABILITY POOL	13003	AA200024 GOE VS START	01/20/2021	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13004	AA210020 ANDERSON VS STAR	01/21/2021	1,000.00	.00	
Total 2224:					2,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-00202-2	3150 S ADAMS CANYON DR, JA	02/26/2021	235.06	.00	
156	LOWER VALLEY ENERGY INC	92050-00302-2	SPRUCE DR PUMP HOUSE, JA	02/26/2021	272.19	.00	
156	LOWER VALLEY ENERGY INC	92050-00502-2	CACHE KUDAR LIGHT, JACKSO	02/26/2021	61.61	.00	
156	LOWER VALLEY ENERGY INC	92050-00602-2	N CACHE ST LIGHTING, JACKS	02/26/2021	32.72	.00	
156	LOWER VALLEY ENERGY INC	92050-00802-2	CEMETERY, JACKSON, WY	02/26/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-01002-2	ELY SPRINGS RD WELL 6,7,8, J	02/26/2021	1,661.56	.00	
156	LOWER VALLEY ENERGY INC	92050-01402-2	135 E BROADWAY AVE HEAT TA	02/26/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-01602-2	210 N CACHE ST HOME RANCH	02/26/2021	44.16	.00	
156	LOWER VALLEY ENERGY INC	92050-01702-2	WASTE WATER TRTMT INTERM	02/26/2021	128.08	.00	
156	LOWER VALLEY ENERGY INC	92050-01902-2	RANGEVIEW DR LIFT PUMP CO	02/26/2021	81.39	.00	
156	LOWER VALLEY ENERGY INC	92050-02002-2	S HWY 89 PATHWAY TUNNEL LT	02/26/2021	53.34	.00	
156	LOWER VALLEY ENERGY INC	92050-02102-2	150 E PEARL AVE, JACKSON, W	02/26/2021	1,698.94	.00	
156	LOWER VALLEY ENERGY INC	92050-02302-2	RANGEVIEW DR LOTS 18,19 LT	02/26/2021	18.70	.00	
156	LOWER VALLEY ENERGY INC	92050-02402-2	1605 BERGER LN SEWER LIFT	02/26/2021	30.46	.00	
156	LOWER VALLEY ENERGY INC	92050-02502-2	450 W SNOW KING AVE NEW S	02/26/2021	778.93	.00	
156	LOWER VALLEY ENERGY INC	92050-02602-2	450 W SNOW KING AVE SHOP, J	02/26/2021	261.85	.00	
156	LOWER VALLEY ENERGY INC	92050-02702-2	RANGEVIEW DR LOTS 20,21 LT	02/26/2021	18.77	.00	
156	LOWER VALLEY ENERGY INC	92050-02802-2	RANGEVIEW DR LOTS 26,27 LT	02/26/2021	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-03002-2	RANGEVIEW DR LOTS 95,96 LT	02/26/2021	18.38	.00	
156	LOWER VALLEY ENERGY INC	92050-03102-2	MOUNTAIN VIEW LN LOT 38,39	02/26/2021	19.67	.00	
156	LOWER VALLEY ENERGY INC	92050-03202-2	LILAC LN LOTS 88,89 LTS, JACK	02/26/2021	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-03402-2	LILAC LN LOTS 80,81 LTS, JACK	02/26/2021	16.96	.00	
156	LOWER VALLEY ENERGY INC	92050-03502-2	RANGEVIEW DR LOTS 41,42 LT	02/26/2021	20.32	.00	
156	LOWER VALLEY ENERGY INC	92050-03602-2	RANGEVIEW DR LOTS 12,13 LT	02/26/2021	19.47	.00	
156	LOWER VALLEY ENERGY INC	92050-03902-2	LILAC LN LOTS 86,87 LTS, JACK	02/26/2021	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-04002-2	CORNER CREEK & LILAC LOTS	02/26/2021	19.08	.00	
156	LOWER VALLEY ENERGY INC	92050-04102-2	LILAC & DAISY LOTS 99,101 LTS	02/26/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-04302-2	CORNER CREEK LOTS 68,69 LT	02/26/2021	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050-04402-2	SNOW KING ESTATES BOOSTE	02/26/2021	188.17	.00	
156	LOWER VALLEY ENERGY INC	92050-04502-2	TOWN SQUARE LIGHTS, JACKS	02/26/2021	176.54	.00	
156	LOWER VALLEY ENERGY INC	92050-04702-2	WASTE WATER TRTMT UV BLD	02/26/2021	222.32	.00	
156	LOWER VALLEY ENERGY INC	92050-04902-2	WASTE WATER TRTMT PTB 545	02/26/2021	7,852.60	.00	
156	LOWER VALLEY ENERGY INC	92050-05002-2	2 MG TANK, JACKSON, WY	02/26/2021	24.02	.00	
156	LOWER VALLEY ENERGY INC	92050-05102-2	WELL #5 KARNS MEADOW, JAC	02/26/2021	2,394.49	.00	
156	LOWER VALLEY ENERGY INC	92050-05202-2	675 E BROADWAY AVE WELL #1	02/26/2021	23.35	.00	
156	LOWER VALLEY ENERGY INC	92050-05302-2	WELLS #2 & #3, JACKSON, WY	02/26/2021	1,743.30	.00	
156	LOWER VALLEY ENERGY INC	92050-05402-2	CITY WELL ELK REF 1, JACKSO	02/26/2021	76.50	.00	
156	LOWER VALLEY ENERGY INC	92050-05502-2	CITY WELL ELK REF 2, JACKSO	02/26/2021	85.66	.00	
156	LOWER VALLEY ENERGY INC	92050-05602-2	CITY WELL ELK REF 3, JACKSO	02/26/2021	67.36	.00	
156	LOWER VALLEY ENERGY INC	92050-05902-2	440 W SNOW KING AVE POLICE	02/26/2021	229.02	.00	
156	LOWER VALLEY ENERGY INC	92050-06002-2	400 W SNOW KING AVE S GAR,	02/26/2021	655.08	.00	
156	LOWER VALLEY ENERGY INC	92050-06102-2	400 W SNOW KING AVE PUBLIC	02/26/2021	1,155.35	.00	
156	LOWER VALLEY ENERGY INC	92050-07402-2	CRABTREE LN THAW WELL #2,	02/26/2021	40.49	.00	
156	LOWER VALLEY ENERGY INC	92050-07502-2	HIGH SCHOOL RD THAW WELL	02/26/2021	30.60	.00	
156	LOWER VALLEY ENERGY INC	92050-07802-2	145 W HANSEN AVE FRONT, JA	02/26/2021	136.63	.00	
156	LOWER VALLEY ENERGY INC	92050-07902-2	145 W HANSEN AVE BACK, JAC	02/26/2021	160.05	.00	
156	LOWER VALLEY ENERGY INC	92050-08102-2	IRR CONTROL & LTS PEARL ST,	02/26/2021	24.26	.00	
156	LOWER VALLEY ENERGY INC	92050-08202-2	400 W SNOW KING AVE E STOR	02/26/2021	385.62	.00	
156	LOWER VALLEY ENERGY INC	92050-09202-2	3150 S ADAMS CANYON DR ANI	02/26/2021	403.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-10202-2	145 W HANSEN AVE FRONT, JA	02/26/2021	65.32	.00	
156	LOWER VALLEY ENERGY INC	92050-10602-2	940 SIMON LN, JACKSON, WY	02/26/2021	237.49	.00	
156	LOWER VALLEY ENERGY INC	92050-11102-2	PEARL - WILLOW ST LIGHT, JA	02/26/2021	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-11402-2	210 N CACHE ST HOME RANCH	02/26/2021	574.69	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369	MULTIPLE STREET LIGHTS	02/26/2021	1,933.38	.00	
156	LOWER VALLEY ENERGY INC	92050-12602-2	SPRING WATER LN LIFT STATIO	02/26/2021	20.78	.00	
156	LOWER VALLEY ENERGY INC	92050-12702-2	3337 S CODY CREEK DR LIFT S	02/26/2021	359.49	.00	
156	LOWER VALLEY ENERGY INC	92050-13002-2	3 CREEK RANCH AFFORDABLE	02/26/2021	24.26	.00	
156	LOWER VALLEY ENERGY INC	92050-13102-2	195 E DELONEY AVE RESTROO	02/26/2021	445.42	.00	
156	LOWER VALLEY ENERGY INC	92050-13202-2	160 S MILLWARD ST PARKING	02/26/2021	1,351.27	.00	
156	LOWER VALLEY ENERGY INC	92050-13402-2	160 S MILLWARD ST PARKING	02/26/2021	123.28	.00	
156	LOWER VALLEY ENERGY INC	92050-33202-2	185 N GLENWOOD MCCABE PR	02/26/2021	31.95	.00	
156	LOWER VALLEY ENERGY INC	92050-33402-2	JOSEPHINE LOOP LOT 15 LIFT	02/26/2021	126.97	.00	
156	LOWER VALLEY ENERGY INC	92050-33602-2	HIDDEN RANCH PATHWAY TUN	02/26/2021	21.41	.00	
156	LOWER VALLEY ENERGY INC	92050-34102-2	210 N CACHE ST HOME RANCH	02/26/2021	20.58	.00	
156	LOWER VALLEY ENERGY INC	92050-34202-2	25 S REDMOND ST LT PEDESTA	02/26/2021	35.96	.00	
156	LOWER VALLEY ENERGY INC	92050-34502-2	930 SIMON LN, JACKSON, WY	02/26/2021	173.42	.00	
156	LOWER VALLEY ENERGY INC	92050-35302-2	W DELONEY & BROADWAY LTS,	02/26/2021	83.46	.00	
156	LOWER VALLEY ENERGY INC	92050-35502-2	S CACHE SE OF CENTER ARTS	02/26/2021	76.29	.00	
156	LOWER VALLEY ENERGY INC	92050-35602-2	55 KARNs MEADOW DR START	02/26/2021	2,518.93	.00	
156	LOWER VALLEY ENERGY INC	92050-35702-2	55 KARNs MEADOW DR START	02/26/2021	10,155.48	.00	
156	LOWER VALLEY ENERGY INC	92050-35802-2	650 W BROADWAY PATHWAY LT	02/26/2021	73.19	.00	
156	LOWER VALLEY ENERGY INC	92050-35902-2	MILLER PARK PARKING LOT CH	02/26/2021	53.93	.00	
156	LOWER VALLEY ENERGY INC	92050-36002-2	1035 W BROADWAY AVE PATH	02/26/2021	31.95	.00	
156	LOWER VALLEY ENERGY INC	92050-36102-2	625 W BROADWAY AVE NEW P	02/26/2021	20.57	.00	
156	LOWER VALLEY ENERGY INC	92050-36202-2	STELLARIA LN/S HWY 89 LIGHT	02/26/2021	20.32	.00	
156	LOWER VALLEY ENERGY INC	92050-36302-2	455 VINE ST UTIL, JACKSON, W	02/26/2021	75.52	.00	
156	LOWER VALLEY ENERGY INC	92050-36402-2	65 VIRGINIAN LN #5, JACKSON,	02/26/2021	60.05	.00	
156	LOWER VALLEY ENERGY INC	92050-36502-2	65 VIRGINIAN LN #7, JACKSON,	02/26/2021	81.73	.00	
156	LOWER VALLEY ENERGY INC	92050-36702-2	455 VINE ST APT #3, JACKSON,	02/26/2021	77.77	.00	
156	LOWER VALLEY ENERGY INC	92050-36802-2	455 VINE ST APT #4, JACKSON,	02/26/2021	91.15	.00	
156	LOWER VALLEY ENERGY INC	92050-37002-2	2022 WILDFLOWER CT, JACKS	02/26/2021	101.93	.00	
156	LOWER VALLEY ENERGY INC	92050-37102-2	2022 WILDFLOWER CT, JACKS	02/26/2021	54.53	.00	
156	LOWER VALLEY ENERGY INC	92050-37402-2	455 VINE ST APT #1, JACKSON,	02/26/2021	86.81	.00	
156	LOWER VALLEY ENERGY INC	92050-37502-2	155 E PEARL AVE, JACKSON, W	02/26/2021	24.84	.00	
156	LOWER VALLEY ENERGY INC	92050-37602-2	149 E PEARL AVE, JACKSON, W	02/26/2021	305.81	.00	
156	LOWER VALLEY ENERGY INC	92050-37802-2	143 E PEARL AVE, JACKSON, W	02/26/2021	41.26	.00	
156	LOWER VALLEY ENERGY INC	92050-38102-2	915 SIMON LN, JACKSON, WY	02/26/2021	175.53	.00	
156	LOWER VALLEY ENERGY INC	92050-38202-2	BUDGE DR LIGHT SYSTEM, JA	02/26/2021	20.38	.00	
156	LOWER VALLEY ENERGY INC	92050-38302-2	SNOW KING DR WATER TANK C	02/26/2021	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-38502-2	SPRING CREEK LIFT PUMP, JA	02/26/2021	252.42	.00	
156	LOWER VALLEY ENERGY INC	92050-38802-2	121 SHERWOOD CT BLDG 2 BU	02/26/2021	24.41	.00	
156	LOWER VALLEY ENERGY INC	92050-38902-2	1640 MARTIN LN LIFT STATION,	02/26/2021	23.74	.00	
156	LOWER VALLEY ENERGY INC	92050-39002-2	400 W SNOW KING AVE HOUSI	02/26/2021	175.14	.00	
156	LOWER VALLEY ENERGY INC	92050-39102-2	400 W SNOW KING AVE PARK M	02/26/2021	439.52	.00	
156	LOWER VALLEY ENERGY INC	92050-39202-2	400 W SNOW KING AVE ADMIN,	02/26/2021	223.08	.00	
156	LOWER VALLEY ENERGY INC	92050-39302-2	400 W SNOW KING AVE EMPLO	02/26/2021	1,021.96	.00	
Total 156:					43,662.49	.00	
2602	LUMINATOR TECHNOLOGY GR	201219845	route headway signs	02/20/2021	246.51	.00	
2602	LUMINATOR TECHNOLOGY GR	572243	DC CONVERTER	02/14/2021	707.78	.00	
Total 2602:					954.29	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0039	reoccurring monthly invoice for ba	03/01/2021	35,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6770:					35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4374966003	SUPPLIES FOR BOTH SHOPS	02/03/2021	57.49	.00	
Total 4623:					57.49	.00	
257	NAPAAUTO PARTS INC.	972317	FILTER FOR STREETS LOADER	02/15/2021	36.62	.00	
257	NAPAAUTO PARTS INC.	972676	CABIN FILTER FOR PD	02/18/2021	5.60	.00	
257	NAPAAUTO PARTS INC.	972926	FILTERS FOR LEARNING CENT	02/18/2021	17.63	.00	
257	NAPAAUTO PARTS INC.	973245	FLOOR DRY FOR SHOP	02/19/2021	27.87	.00	
Total 257:					87.72	.00	
187	NELSON ENGINEERING	53293	Parking Garage Survey Monitorin	09/29/2020	1,081.00	.00	
187	NELSON ENGINEERING	53351	175 S Glenwood Shoring Inspecti	09/30/2020	1,080.00	.00	
187	NELSON ENGINEERING	54188	SCOTT LANE AND MAPLE WAY	12/31/2020	5,732.50	.00	
187	NELSON ENGINEERING	54439	SCOTT LANE-MAPLE WAY BIKE	01/31/2021	1,566.50	.00	
187	NELSON ENGINEERING	54468	Parking Garage Survey Monitorin	02/19/2021	505.00	.00	
187	NELSON ENGINEERING	54628	Capacity Study	02/28/2021	920.00	.00	
187	NELSON ENGINEERING	54628	Capacity Study	02/28/2021	920.00	.00	
Total 187:					11,805.00	.00	
6803	NORMON, DONALD	030121	BAIL REFUND 21-01-0103	03/01/2021	1,240.00-	.00	
Total 6803:					1,240.00-	.00	
4346	OFFICE OF STATE LANDS & INV	021221	lease for water tank	02/21/2021	7,909.00	.00	
4346	OFFICE OF STATE LANDS & INV	021221	offsetting account for tank lease p	02/21/2021	2,609.22	.00	
Total 4346:					10,518.22	.00	
5972	PEERY, JEREMIAH	021321	Boots	02/13/2021	103.99	.00	
Total 5972:					103.99	.00	
5707	PERFORM PRINTING INC	P 1130	Michelle Business Cards	02/22/2021	85.00	.00	
5707	PERFORM PRINTING INC	P 1132	Note Cards	02/26/2021	273.20	.00	
Total 5707:					358.20	.00	
6483	PREMIER TRUCK- SALT LAKE C	775263719	WIRING HARNESS FOR BUS 20	02/16/2021	727.54	.00	
6483	PREMIER TRUCK- SALT LAKE C	775263735	FUEL PUMP FOR 201	02/16/2021	362.15	.00	
Total 6483:					1,089.69	.00	
552	RENDEZVOUS ENGINEERING,	21662	PRV Design	01/31/2021	4,613.25	.00	
Total 552:					4,613.25	.00	
13	SAFETY SUPPLY & SIGN CO., I	175644	Millward St. name signs	01/15/2021	1,051.89	.00	
Total 13:					1,051.89	.00	
4720	SILVERSTAR	030121 54639	FY21 Silverstar service - contract	03/01/2021	7,471.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4720:					7,471.67	.00	
4699	SNAKE RIVER ROASTING	675302	Coffee	03/01/2021	43.00	.00	
4699	SNAKE RIVER ROASTING	675437	coffee	03/10/2021	102.45	.00	
Total 4699:					145.45	.00	
5055	STOTZ EQUIPMENT	P58648	TRACTOR PINS AND BUSHINGS	02/18/2021	95.11	.00	
Total 5055:					95.11	.00	
4990	Swagit Productions, LLC	17360	Swagit streaming services	02/28/2021	1,775.00	.00	
Total 4990:					1,775.00	.00	
6703	Teton County Alternative to Incarc	020921	Teton County Alternative to Incarc	02/09/2021	10,270.60	.00	
Total 6703:					10,270.60	.00	
2327	TETON COUNTY SHERIFF-DISP	021921	DISPATCH - FEBRUARY BILLIN	02/19/2021	35,036.63	.00	
Total 2327:					35,036.63	.00	
55	TETON COUNTY SHERIFF'S-JAI	585	Inmates	02/04/2021	576.00	.00	
Total 55:					576.00	.00	
996	TETON COUNTY SPECIAL FIRE	022821C	SPECIAL FIRE FD - FEBRUARY	02/28/2021	59,910.64	.00	
996	TETON COUNTY SPECIAL FIRE	022821D	FIRE STATION - FEBRUARY	02/28/2021	114,276.07	.00	
Total 996:					174,186.71	.00	
614	TETON COUNTY TREASURER	022821E	PPROPERTY TAX - IMAGINE JA	02/28/2021	15,117.84	.00	
Total 614:					15,117.84	.00	
1614	TETON COUNTY-FUND 10	022821	MONTHLY CONTRIBUTION - JOI	02/28/2021	3,742.32	.00	
1614	TETON COUNTY-FUND 10	022821B	MONTHLY PATHWAYS CONTRIB	02/28/2021	5,396.73	.00	
Total 1614:					9,139.05	.00	
268	TETON MOTORS INC	5097454 1	CABIN FILTERS FOR PD	02/15/2021	125.40	.00	
Total 268:					125.40	.00	
3955	THOMSON WEST	843919128	MONTHLY CHARGE	02/28/2021	451.39	.00	
3955	THOMSON WEST	843919128	MONTHLY CHARGE	02/28/2021	451.40	.00	
Total 3955:					902.79	.00	
6579	TITLE 22 CONSULTANTS	021421	Title Company Review P21-013	02/14/2021	549.96	.00	
Total 6579:					549.96	.00	
3527	UPS	030121	ship water samples	03/01/2021	63.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3527:					63.04	.00	
3070	VALLEY WEST ENGINEERING,	1552	Rancher Design	02/23/2021	3,705.77	.00	
3070	VALLEY WEST ENGINEERING,	1552	Rancher St Design	02/23/2021	4,701.40	.00	
3070	VALLEY WEST ENGINEERING,	1552	Rancher Street Sewer Design	02/23/2021	1,588.19	.00	
Total 3070:					9,995.36	.00	
5022	VISION SERVICE PLAN - (WY)	811668908	MARCH PREMIUM	02/17/2021	1,737.67	1,737.67	03/05/2021
Total 5022:					1,737.67	1,737.67	
472	WHITE GLOVE CLEANING, INC.	6901	window cleaning, janitorial service	01/31/2021	2,261.36	.00	
Total 472:					2,261.36	.00	
4139	WY WORKERS' SAFETY & COM	03052021	MARCH PREMIUM	03/05/2021	7,365.82	7,365.82	03/05/2021
Total 4139:					7,365.82	7,365.82	
575	WYOMING ASSOC OF RURAL W	16560	tom mason training	02/17/2021	49.00	.00	
Total 575:					49.00	.00	
6016	WYOMING DEPARTMENT OF R	123120	SALES TAX 01 01 20 TO 12 31 2	12/31/2020	18.88	.00	
Total 6016:					18.88	.00	
2547	WYOMING FINANCIAL INSUANC	17926	ELIGIBILITY NOTICES	03/05/2021	18.00	.00	
Total 2547:					18.00	.00	
406	WYOMING LAW ENFORCEMEN	030821	OFFICVER EDUCATION TRAINI	03/08/2021	95.00	.00	
Total 406:					95.00	.00	
329	WYOMING RETIREMENT SYST	205900	FEBRUARY CONTRIBUTIONS	03/05/2021	31,930.13	31,930.13	03/05/2021
329	WYOMING RETIREMENT SYST	205901	FEBRUARY CONTRIBUTIONS	03/05/2021	49,125.24	49,125.24	03/05/2021
329	WYOMING RETIREMENT SYST	205902	FEBRUARY CONTRIBUTIONS	03/05/2021	25,861.63	25,861.63	03/05/2021
Total 329:					106,917.00	106,917.00	
1764	WYOMING.COM INC	1995408	DOMAIN HOSTING	03/05/2021	5.00	.00	
Total 1764:					5.00	.00	
6717	WY-TEST	37071	Drug Test for Victim Services Adv	02/09/2021	80.00	.00	
6717	WY-TEST	37082	Drug test for CSO Animal Shelter	02/10/2021	80.00	.00	
Total 6717:					160.00	.00	
2179	XEROX CORPORATION	012778006	Xerox annual maintenance and su	03/01/2021	107.55	.00	
2179	XEROX CORPORATION	012778007	Xerox annual maintenance and su	03/01/2021	34.30	.00	
2179	XEROX CORPORATION	012778008	Xerox annual maintenance and su	03/01/2021	41.44	.00	
2179	XEROX CORPORATION	012778009	Xerox annual maintenance and su	03/01/2021	5.71	.00	
2179	XEROX CORPORATION	012778014	Xerox annual maintenance and su	03/01/2021	106.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2179:					295.52	.00	
2842	YELLOW IRON EXCAVATION, LL	55228	trash removal - 915 Simon Lane	02/28/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	55328	12 months of trash removal 455 Vi	02/28/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	55328	12 months of trash removal 455 vi	02/28/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	55328	12 months of trash removal 455 vi	02/28/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	55328	12 months of trash removal 455 Vi	02/28/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	55460	trash removal 155 east Pearl	02/28/2021	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	55461	February trash removal	02/28/2021	70.00	.00	
Total 2842:					295.00	.00	
Grand Totals:					676,808.39	147,127.87	

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 FEBRUARY, 2021**

During the month of February, the court received \$38,385 in fines, costs, and fees.
611 new cases were docketed: 542 parking citations, 59 summons
57 cases were dismissed: 43 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>
Alexander, Elizabeth A	01054M	Yield to pedestrian within crosswalk	BF	90
Ash, Samuel J	01601M	Failure to yield ROW	BF	90
Avila Rivera, Alan	186000464AC	Public intoxication(MUST APPEAR)	BF	110
Bailey, Richard Wray	186001705AC	Speed Limits Generally 48/30	D-TS	0
Beardsley, Derek S.	11317J	Renders incapable of safely driving: alcohol/controlled subst.	GP	750
Beaver, Jacob A	01554M	Public intoxication	BF	110
Bedolla, Krista M	186001398AC	No display of current registration	D-Per Town's motion	0
Bianco, Jeffrey Lawrence	186001810AC	Speeding 46/30	D-TS	0
Billetz, Konrad C	186001799AC	Failure to Obey Traffic Control Device	BF	140
Buckland, Wyatt E	00747M	Failure to yield ROW	BF	90
Burton, Christopher R	01426M	Failure to yield ROW	D-TS	0
Capobianco, Alexander Frederick	186001683AC	Speed Limits Generally 46/30	D-TS	0
Christian, Christine Louise	186001803AC	Use of cell phone while driving prohibited	BF	75
Congiusta, Dean Andrew	186001779AC	Speed Limits Generally 45/30	BF	195
Cost, Shado Tae	186001733AC	No display of current registration	D-Per Town's motion	0
Cronic, Elizabeth Anne	186001781AC	No display of current registration	BF	140
Delong, Michelle E	186001535AC	No display of current registration	BF	140
Fan, Wen	186001452AC	Limitations on Backing	D-TS	0
Fischer, Winston L	186001396AC	Following too Close	BF	45
Garcia, Alexis	186001676AC	Stop before emerging from Alley	BF	90
Gonzalez Lopez, Carlos Alberto	186001801AC	Limitations on Backing	BF	90
Graig-tiso, Jack K	186001788AC	Speed Limits Generally 45/30	BF	195
Greenwell, Mitchell Dale	186001637AC	Turning left at intersection	D-Per Town's motion	0
Hauser, Leila Anne	186001636AC	Turning left at intersection	BF	90
Keske, Kenneth R.	01415M	Public intoxication	BF	110
Keske, Kenneth R.	186001593AC	Public intoxication	BF	110
Keske, Kenneth R.	186001710AC	Public intoxication	BF	110
Khoury, Joseph Sami	186001292AC	Speed Limits Generally 51/30	D-TS	0
Kosmatka, Ryan M	01452M	Public intoxication	BF	110
Krill, Lauren A	98778N	Public intoxication	D-Per Town's motion	0
Kyle, Virginia Rice	186001663AC	Careless driving	D-TS	0
Lawson, Allen Decker	186000396AC	Marijuana: use and/or possession	BF	150
Leddy, Ryan James	98780N	Criminal provocation	BF	150
Ligas, Sabina	186001440AC	Speed Limits Generally 40/30	BF	140
Lozoya, Jason	186001127AC	Failure to maintain liability coverage	BF	280
Mansour, Maged A	186001677AC	Speed too fast for conditions	BF	90
Mcdermott, Jessica M	186001635AC	Limitations on Backing	BF	90
Mcnichols, Katharine R	186001720AC	Use of cell phone while driving prohibited	BF	65
Mumma, Sara Lynn	186001534AC	Failure to stop at a red light	BF	140
Nelson, Zachary Craig	186001802AC	Use of cell phone while driving prohibited	BF	65
Neuhaus, Jessica Lee	186001686AC	No display of current registration	BF	140
Oliver, Lauren Carolyn	186001634AC	Limitations on Backing	BF	100
Parent, Karen Stella	186001804AC	Speed Limits Generally 25/15	BF	140
Porcos, Paul	186001597AC	Proceed with caution on flashing yellow signal	BF	90
Powell, Gary Douglas	186001165AC	Stop Sign Violation	D-TS	0
Rienzie, Alexander G	186001812AC	MPH over limit Bond 50/25	D-TS	0
Romanowski, Jeffrey Adam	186001806AC	Failure to Obey Traffic Control Device	BF	140
Salazar Cruz, Daniel De Jesus	186001687AC	No Driver's license	BF	410
Sandoval, Diana	186001544AC	Failure to Display Operator Permit	D-Per Town's motion	0
Santiago Davis, Ramona Elizabeth	186001441AC	Failure to stop at a red light	BF	140
Scholz, Kimberly M	00746M	Following too Close	BF	90
Sorge, Kristina Elizabeth	186001883AC	state statute-no insurance 31-4-103b	D-Provided valid information	0
Stilson, Cindy	98046N	Failure to maintain liability coverage	D-Provided valid information	0
Stratton-brook, Libby	186001612AC	No display of current registration	BF	150
Tollison, Sarah Ellen	98047N	No display of current registration	BF	75
Vervoort, Gregory H E	186000557AB	Driving/Control of vehicle while intox	DA-In accordance with W.S.S 7-13-301	0
Whipple, Alayna F	01380M	Failure to stop at a red light	BF	140
Wiegand, Chante Marie	186001397AC	Turning left at intersection	BF	90
Wilcox, Dan J	186001805AC	Stop Sign Violation	BF	140

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT JHSC Annual Karen Oatey Pole Pedal Paddle	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Jackson Hole Ski Club has requested a temporary banner under Section 5.6.1.C.4.d of the LDRs for the Pole Pedal Paddle (see attached for details: "Banner 1" size 12' x 5') to be located at:

105 Buffalo Way, Albertsons during:

March 28, 2021 to April 11, 2021

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are met.

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

105 Buffalo Way, Albertsons during:

March 28, 2021 to April 11, 2021

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Comprehensive Plan & Priority Alignment.

Staff finds that the proposal is consistent with Comprehensive Plan.

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Jackson Hole Ski Club subject to three (3) conditions of approval.



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Karen Oatey Pole Pedal Paddle Physical Address of Event: JHMR to Astoria Hot Springs Park
Description of Event: A community tradition for 44 years, hosted by the Jackson Hole Ski & Snowboard Club.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 461 Jackson, WY 83001 Phone: 3077336433
E-mail: bziebell@jhskiclub.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Stillson Lot</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>Corner of 390/22</u>
Dates of Display: <u>3/28/-4/11/21</u>	Dates of Display: <u>3/29-4/12/21</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Signature of Authorized Event Applicant
Brittney Ziebell
Applicant Name Printed

1/28/21
Date
Development Director
Title

Jackson Hole Ski & Snowboard Club's
KAREN OATEY
POLE PEDAL PADDLE
 MARCH 26TH
 jhskiclub.org * 307.733.6433 

Banner 5
 4' x 8'

Jackson Hole Ski & Snowboard Club's
MOOSE CHASE
NORDIC MARATHON
 FEBRUARY 20TH
 jhskiclub.org * 307.733.6433 

Banner 6
 4' x 8'

Jackson Hole Ski & Snowboard Club's
TRIPLE CROWN
RACE SERIES
Moose Chase
Nordic Marathon:
 FEBRUARY 20TH
Town Downhill:
 MARCH 19TH-20TH
Karen Oatey
Pole Pedal Paddle:
 MARCH 26TH
Registration is open
 jhskiclub.org * 307.733.6433 

Banner 1
 12' x 5'

Jackson Hole Ski & Snowboard Club's
KAREN OATEY
POLE PEDAL PADDLE
 MARCH 26TH
 jhskiclub.org * 307.733.6433 

Banner 7
 4' x 8'

Jackson Hole Ski & Snowboard Club's
SKI SWAP
 OCTOBER 22ND
 jhskiclub.org * 307.733.6433 

Banner 2
 10' x 8'

Jackson Hole Ski & Snowboard Club's
BLACK TIE, BLUE JEANS
SKI BALL
 OCTOBER 1ST
Tickets On Sale Now
 jhskiclub.org * 307.733.6433 

Banner 8
 4' x 8'

Jackson Hole Ski & Snowboard Club's
TRIPLE CROWN RACE SERIES
Moose Chase Nordic Marathon
Town Downhill
Karen Oatey Pole Pedal Paddle
 Registration and Dates at
 jhskiclub.org * 307.733.6433 

Banner 3
 4' x 8'

Jackson Hole Ski & Snowboard Club's
TOWN
DOWNHILL
 MARCH 19TH - 20TH
Snow King Mountain
 jhskiclub.org * 307.733.6433 

Banner 4
 4' x 8'

Jackson Hole Ski & Snowboard Club's
BLACK TIE, BLUE JEANS
SKI
BALL
 OCTOBER 1ST
Tickets now on sale
 jhskiclub.org * 307.733.6433 

Banner 9
 10' x 8'

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT JHHS Graduation	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Jackson Hole High School has requested a temporary banner under Section 5.6.1.C.4.d of the LDRs to celebrate graduating class of 2021 (see attached for details - size 10' x 15') to be located at:

105 Buffalo Way, Albertsons during:
May 23, 2021 to June 11, 2021

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendation.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

105 Buffalo Way, Albertsons during:

May 23, 2021 to June 11, 2021

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Comprehensive Plan & Priority Alignment.

Staff finds that the proposal is consistent with Comprehensive Plan.

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Jackson Hole High School subject to three (3) conditions of approval.



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Jackson Hole High School Physical Address of Event: _____
Description of Event: Banner to celebrate the Class of 2021
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: 1910 High School Road/PO Box 568 Phone: 307 732 3709
E-mail: mtisi@tcsd.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson,</u>	Physical Address: _____
Dates of Display: <u>5/23/21 - 6/11/21</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☐ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Mary Tisi
Signature of Authorized Event Applicant
Mary Tisi
Applicant Name Printed

2/4/21
Date
Community Coordinator
Title

Re: Temporary Sign - Graduation



Mary Tisi <mtisi@tcsd.org>
To: Katelyn Page

 You replied to this message on 3/1/2021 8:07 AM.

Good Morning Katelyn,

Here are the dimensions:

120' X 180" on 13-ounce exterior grade banner roll

Tory at Exposure Signs is who will be doing it for me.

Thank you. I apologize for not adding this information to the application. Have a good weekend!

Mary

On Fri, Feb 5, 2021 at 8:23 AM Katelyn Page <KPage@jacksonwy.gov> wrote:

Good morning Mary,

I am entering the graduation temporary sign information.... Would you mind confirming sign dimensions and material for me?

Thanks,

KATELYN S. PAGE, LEED AP BD+C

PLANNING & BUILDING DEPT — ASSOCIATE PLANNER

TOWN OF JACKSON

P.O. Box 1687

JACKSON, WY 83001

(307) 733-0440 x1302

kpape@jacksonwy.gov

www.townofjackson.com



Store 183 Dir Bonnie Stalenski
Main: (307) 733-5950 Rx: (307) 733-9223
105 Buffalo Way
JACKSON WY 83001

MISCELLANEOUS
MR ALBERTSONS TOMATO 25.00
GI 5028771637227 APPROVED 25.00
MR ALBERTSONS TOMATO 25.00
GI 5028317501762 APPROVED 25.00
MR ALBERTSONS TOMATO 25.00
GI 5028692816892 APPROVED 25.00

TAX 0.00
**** BALANCE 75.00

Visa Purchase 02/04/21 15:13
CARD # *****0761
REF: 661341407610 AUTH: 00004742
PAYMENT AMOUNT 75.00

MO Visa 75.00

CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 0
02/04/21 15:13 183 49 9 5039

YOUR CASHIER TODAY WAS Travis

HOW WAS YOUR SHOPPING EXPERIENCE?
WE VALUE YOUR FEEDBACK!
ENTER TO WIN A \$100.00 GIFT CARD
GO TO: www.albertsons.com/survey
ENTER THE SURVEY CODE BELOW:
18302/0415:1349/9



00018304900092102041513
Thank you for shopping Albertsons
For just for U or Rewards questions
call 877-276-9637 or Albertsons.com

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	TEMPORARY SIGN PERMIT JHMR COVID-19 Mask Up Awareness	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Jackson Hole Mountain Resort has requested a temporary banner under Section 5.6.1.C.4.d of the LDRs for COVID-19 "Mask Up" Awareness (see attached for details: size 6'w x 12'h) to be located at:

105 Buffalo Way, Albertsons during:

March 16 to April 11, 2021

Section 6.5.1.C.4 of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are met.

Recommendation.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:

105 Buffalo Way, Albertsons during:

March 16 to April 11, 2021

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Comprehensive Plan & Priority Alignment.

Staff finds that the proposal is consistent with Comprehensive Plan.

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Jackson Hole Mountain Resort subject to three (3) conditions of approval.

FW: Temporary Signage Permit - Mask Up - Albertsons



Paul Anthony
To: Katelyn Page

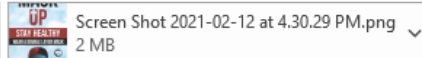
↩ Reply

↩ Reply All

→ Forward



Wed 3/3/2021 1:14 PM



From: Trisha Taggart <Trisha.Taggart@jacksonhole.com>

Sent: Tuesday, March 2, 2021 4:56 PM

To: Tyler Sinclair <tsinclair@jacksonwy.gov>; Paul Anthony <panthony@jacksonwy.gov>

Subject: Temporary Signage Permit - Mask Up - Albertsons

Hello,

Please find my signage permit and look of the sign for Albertson's attached. The size will be 6'(w)x12'(t). It is a health oriented sign similar to the one currently at Stilson. We would like to get it up asap to keep people in the know.

Thank you for your help and if you have any questions please don't hesitate to reach out!

Best,

Trisha Taggart
Creative Director
Jackson Hole Mountain Resort
307.699.4457

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	Consideration of Pathway Access Easement for 600 Pine Dr.	Public Comment:	Yes

Purpose & Policy Considerations.

Consider approval of an access easement for a pathway/trail connection to the US Forest Service trails off of Pine Drive.

Requested Action.

Approve pathway/trail access easement with the property owner of 600 Pine Drive (Jaidi/Vick).

Recommendations.

Staff recommends approving the easement.

Background.

There is a well-used public access point to the US Forest Service trail system at the last switchback on Pine Dr. In 1999, the Champa family granted an easement to the Town of Jackson for this public access across their property at 600 Pine Dr. Based on aerial photography, it appears the connector trail was constructed sometime between 1999 and 2001. In 2020, while working on a realignment of the access trail that encroached on a separate parcel in Karns Hillside, staff learned that a portion of the original trail across 600 Pine Dr. had been constructed outside of the original easement.

Staff informed the property owners (Mekki Jaidi and Jane Vick) of this encroachment and worked with them to prepare the attached supplemental easement which encompasses the portion of the trail on their property that is outside the 1999 easement. See the attached exhibit and Supplemental Easement.

Analysis.

An easement is desired by both the Town of Jackson and the property owner. The Town desires an easement in order to preserve and memorialize public access between Pine Dr. and the US Forest Service trails and to avoid a potentially costly reroute of the trail. The property owner desires an easement in order to provide liability protection for the ongoing public access across their property.

Alternatives (Optional).

Council could opt to not approve the easement. Under this scenario, it is likely that the property owner would require the Town to relocate the trail off their property.

Comprehensive Plan & Priority Alignment.

Obtaining easements for public access is relevant to Quality of Life, Multimodal Transportation, and Service Provision.

Principle 7.2—Create a safe, efficient, interconnected, multimodal transportation network

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

Fiscal Impact.

The cost of preparing the easement was \$525 (this has already been paid). Costs still to be incurred include a \$10 payment to the property owner (as noted in the easement) and \$30 to record the easement at the County Clerk's office. Friends of Pathways has already completed the necessary trail realignment work to move the trail off the Karns Hillside parcel at no cost to the Town (estimated at \$4,000).

Staff Impact.

Pathways staff has spent approximately 20 hours on this trail issue, including meetings with the property owner, discussions with surveyors, and easement preparation and review. The Town Attorney has also spent considerable time on easement preparation and review. Additional staff time of approximately one hour will be required to record and file the easement.

Attachments or Links.

1. Exhibit showing the existing trail, existing (1999) easement, and area of the proposed supplemental easement.
2. Supplemental easement (5 pages) with Exhibits A and B (2 pages)

Suggested Motion.

I move to approve the attached Pathway Access Easement granted to the Town of Jackson by Mekki Jaidi and Jane Vick, property owners of 600 Pine Dr.

PATHWAY ACCESS AGREEMENT

This Pathway Access Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2021 (“**Effective Date**”), by and between Mekki Y. Jaidi and Jane Vick, of P.O. Box 7704, Jackson, Wyoming 83001 (“**Grantor**”) and the Town of Jackson, Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 (“**Grantee**”) (collectively “**Parties**” or individually “**Party**”).

RECITALS:

WHEREAS, Grantor is the owner in fee simple of that certain real property situated in Teton County, Wyoming, and described more fully as:

Lot 59 of the Replat of the Aspen Highlands Subdivision the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 17, 1966 as Plat Number 175
PIDN: 22-41-16-33-4-10-014 (“**Grantor’s Property**”);

WHEREAS, pursuant to the provisions of Wyo. Stat. Ann. §15-1-103(a), Grantee is a governmental body whose powers include the authority to receive easements in land for the public; and

WHEREAS, Grantee wishes to obtain, and Grantor wishes to confer, a right for the Grantee and the public to enter upon, construct and maintain a natural surface trail, and use that portion of Grantor’s Property described in Exhibit A (“**Easement Property**”) and shown on Exhibit B, both attached hereto and made part hereof by reference, for the purposes as set forth below; and

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

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, for 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, the Parties agree as follows:

1. Easement Grant. Grantor hereby grants to Grantee and the public a non-exclusive ingress and egress easement in, on, over, across, and through the Easement Property for the following purposes: (i) Grantee’s construction and maintenance of a natural surface trail (“**Pathway**”); and (ii) non-motorized bicycle, pedestrian, equestrian, and ski passage and repassage by the public. Said pathway’s improved surface shall not exceed 6 feet in width.

2. Maintenance. Grantee, for itself and for its successors and assigns, covenants and agrees that, once constructed, it will maintain the Pathway for public transportation and recreational purposes, including pedestrian, bicycle, equestrian, and ski passage and repassage at its expense in a neat and orderly condition, free of trash, rubbish, or any other unsightly materials, in an efficient and expedient manner to the satisfaction of the Grantor, and it shall undertake periodic inspections to ensure that the Pathway is maintained in a neat, orderly, and safe manner and that the terms and conditions of this Agreement are met. For purposes of this Agreement, “maintenance” shall mean, at a minimum, upkeep, maintenance and repair of the Pathway surface and sub-surface, once constructed, to ensure the Pathway at all times may be safely used by the public as intended by this Agreement.

3. Limitations on Use of Easement.

- a) Motorized Vehicles Prohibited Except for Emergency and Maintenance Vehicles. There shall be no operation of motorcycles, all-terrain vehicles, snowmobiles, or any other type of motorized vehicle, except that (i) Grantee may operate and permit the operation of vehicles in a manner and to an extent satisfactory to Grantor for the initial construction and periodic maintenance and repairs of the Pathway; (ii) emergency vehicles may access and use the Pathway as necessary; and (iii) electric bicycles or “e-bikes” may be utilized on the Pathway.
- b) Preservation of Habitat. There shall be no removal, destruction, cutting, or alteration of any vegetation, whether dead or alive, nor any disturbance or change in the natural habitat in any manner beyond that necessary for construction, maintenance and/or repair of the Pathway for public passage and prevention of trail deterioration or

erosion, but in no event shall any trees be removed, but trimming of trees may be allowed if they encroach on the pathway use.

- c) Use of Chemicals. There shall be only such spraying or application of biocides as are necessary to control noxious weeds or plants interfering with the use of the easement.
- d) Hunting Prohibited. There shall be no hunting, discharging of firearms, killing, trapping, or harassing of wildlife in any manner on or from the Easement Property.
- e) No Improvements Other than Pathway. There shall be no improvements placed within the Easement Property by the Grantee other than the Pathway without the express prior written consent of the Grantor. Such prohibited improvements include without limitation any structure and interpretive stations, but shall not include signs, culverts, retaining walls, or fences.
- f) Impact of Construction and Maintenance Activity upon Lands of Grantor. All construction, replacement and maintenance of the Pathway shall be done in a good and workmanlike manner as quickly and efficiently as reasonably possible to minimize the impact of such activities upon the surrounding lands of the Grantor.
- g) No Camping or Fires. Camping and fires shall be prohibited within the Easement Property. Grantee shall take such measures as are reasonably necessary to inform the public that camping and fires are prohibited, and to enforce this restriction within the Easement Property and any affected surrounding lands of Grantor.

4. Obligations Regarding Use of Easement:

- a) Restoration. Upon completion of the initial construction and any subsequent maintenance and repair of the Pathway, the Grantee shall return the surrounding lands of Grantor to the condition in which they were found at the commencement of such activities to the extent reasonably possible. In the event vegetation was removed or destroyed, such vegetation shall be replaced, replanted and restored.
- b) Notice of Major Maintenance Work Use of Easement. In any event that the Grantee wishes to perform Major Maintenance Work, defined as work on the Easement Property involving heavy equipment, or replacement of the allowed structures set forth in Paragraph 3.e, or grading work that requires anything more than hand tools, it shall provide Grantor no less than 48 hours' notice of such anticipated Major Maintenance Work; provided, however, that Grantee shall be allowed to use the easement for any maintenance without advance notice to Grantor in situations reasonably deemed by Grantee to constitute emergency situations requiring prompt maintenance or repair by Grantee.

5. Termination upon Condemnation or Eminent Domain. In the event that Grantor's Property or any part thereof shall ever be condemned or taken by eminent domain, or as a result of an inverse condemnation action, then the Easement herein granted shall terminate automatically as to the portion of the property so taken, and in such event the Grantor, or its successors or assigns, shall be as fully compensated as though this Easement had never been granted.

6. Indemnification of Grantor. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to the easement from which Grantor is or will be seeking indemnification from Grantee. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 6 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 6. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

7. Other Grounds for Termination. Grantor may terminate this Agreement upon the occurrence of any of the following events, after Grantor has given Grantee written notice of any of the following events and Grantee has failed to cure the default within 30 days after written notice or fails to diligently complete the cure as soon as reasonably possible after beginning such cure within 30 days of written notice:

- a) Grantee no longer enjoys governmental immunity as set forth in Wyoming Statutes §1-39-101 *et.seq.*, or any amendments or replacements thereto; or
- b) The Pathway is abandoned by Grantee by failure to maintain the Pathway in a neat, orderly and safe manner for a period of one (1) years, or by failure to keep the Pathway open for passage by the general public, with the exception of reasonable periods of closure for regular maintenance or the replacement of the Pathway; or
- c) Any substantial violation of Grantee's obligations or limitations as set forth herein; or
- d) The Grantor's reserved rights as defined in this Agreement are impaired or restricted.

8. Rights Reserved to Grantor. Notwithstanding anything foregoing to the contrary, Grantor specifically reserves for itself, its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, and any other person or party claiming under it the following reserved rights:

- a) The right to enter, pass, and repass the Easement Property at any time, including the superior right to use any prior easement affecting the Easement Property described herein.
- b) All rights as owner of the Easement Property, including the right to use the property for all purposes not inconsistent with this Agreement.
- c) The right, in a reasonable manner and at reasonable times, to enforce, by proceedings at law or in equity, the terms and conditions of this Agreement.

9. No Effect on Maximum Site Development. It is understood and agreed that this easement shall not affect or reduce the total acreage of the property for any regulatory purposes, including but not limited to, permitted or required site areas, Floor Area Ratios (F.A.R.), open space ratios, building coverage, or site coverage.

10. No Obligations on Grantor. It is understood and agreed that this Agreement imposes no other obligations or restrictions upon the Grantor, its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it, and that neither the Grantor nor its directors, affiliate companies, officers, employees, tenants, invitees, licensees, successors, assigns, or any other person or party claiming under it shall be in any way restricted in their use of said lands for all purposes, present and future, not inconsistent with this grant.

11. Preexisting Interests. Nothing herein shall be deemed to affect any mortgage, lien, or other interest in the Easement Property as described herein which was in existence at the time of the execution of this instrument.

12. Recordation; Binding Effect. This Agreement shall be recorded in the land records of the County Clerk of Teton County, Wyoming, and shall run with the land underlying the Easement Property and shall be binding upon and inure to the benefit of the Grantor and the Grantee, their successors and assigns.

13. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public. Any use of the Easement Property by the public shall be pursuant to the terms and conditions of this Agreement only or as otherwise may be allowed by the Grantor from time to time, in its discretion.

14. Miscellaneous.

- a) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any dispute concerning this Agreement shall be the 9th District Court in Teton County, Wyoming, and each of the parties hereto consents to the jurisdiction of such court in any such action or proceeding and waives any objection to venue laid therein.
- b) Time. Time is of the essence of this Agreement.

- c) Interpretation. Any rule of interpretation construing any provision against the drafter of this Agreement shall not apply. The headings contained herein are for convenience only and shall not be used in the interpretation of this Agreement. As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- d) Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and supersedes any prior agreements or negotiations of the Parties, whether oral or written.
- e) Attorneys' Fees. In the event of any suit or other proceeding for the interpretation or enforcement of this Agreement, the substantially prevailing party in such suit or other legal proceeding shall be entitled to recover its costs and expenses incurred, including, without limitation, reasonable attorneys' fees.
- f) Amendment. The Agreement shall only be amended by the consent of the Grantor and the Grantee in writing duly executed and recorded in the land records of the County Clerk of Teton County, Wyoming.
- g) Severability. If any provision of this Agreement is held invalid by a court or other tribunal of full and proper jurisdiction, then such provision shall be stricken here from, but the remainder of this Agreement shall continue in full force and effect.
- h) Counterparts. This Agreement may be executed in any number of counterparts which when taken together shall constitute a whole and complete original of this Agreement.
- i) No Waiver. The failure of either of the Parties to enforce the terms and conditions of this Agreement at any time shall not operate as a waiver of such Party's ability to enforce any violation of the terms and conditions of this Agreement in the future.
- j) No Third-Party Beneficiaries. The Parties do not intend to create in any other individual or entity the status of third-party contract beneficiary, and this Agreement shall not be construed so as to create such status.
- k) Governmental Immunity. The Grantee reserves and does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

GRANTOR:
MEKKI Y. JAIDI and JANE VICK

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mekki Y. Jaidi and Jane Vick, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this day of _____, 2021.

WITNESS my hand and official seal.

Notary Public

My commission expires:

GRANTEE:
TOWN OF JACKSON, WYOMING

By: _____
Hailey Morton Levinson, Mayor

Attest:

Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2021, before me personally appeared Hailey Morton Levinson, as Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed within this instrument and acknowledged to me that they each executed the same in their authorized capacities, and that by their signatures on this instrument, the entities upon behalf of which the persons acted executed this instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

DESCRIPTION FOR A PATHWAY EASEMENT

A pathway easement located in the NW 1/4 SE 1/4, Section 33, Township 41 North, Range 116 West, 6TH P.M., Town of Jackson, Teton County, Wyoming, being located in Lot 59 of Aspen Highlands Subdivision, Plat No. 175, as recorded in the Office of the Teton County Clerk, being more particularly described as follows:

Beginning at a point on the west line of Lot 59, being S00°08'12"W, a distance of 65.42 feet from the Northwest corner of Said Lot;

Thence N00°08'12"E along Said west line, a distance of 35.42 feet to the south line of a Utility Easement recorded in Book 379, pages 167-170, records of Said Clerk;

Thence N89°37'22"E along Said south line of that Utility Easement, distance of 18.26 feet;

Thence S29°47'11"W, a distance of 4.16 feet;

Thence S20°32'04"W, a distance of 22.70 feet;

Thence S37°56'32"W, a distance of 13.53 feet to the point of beginning;

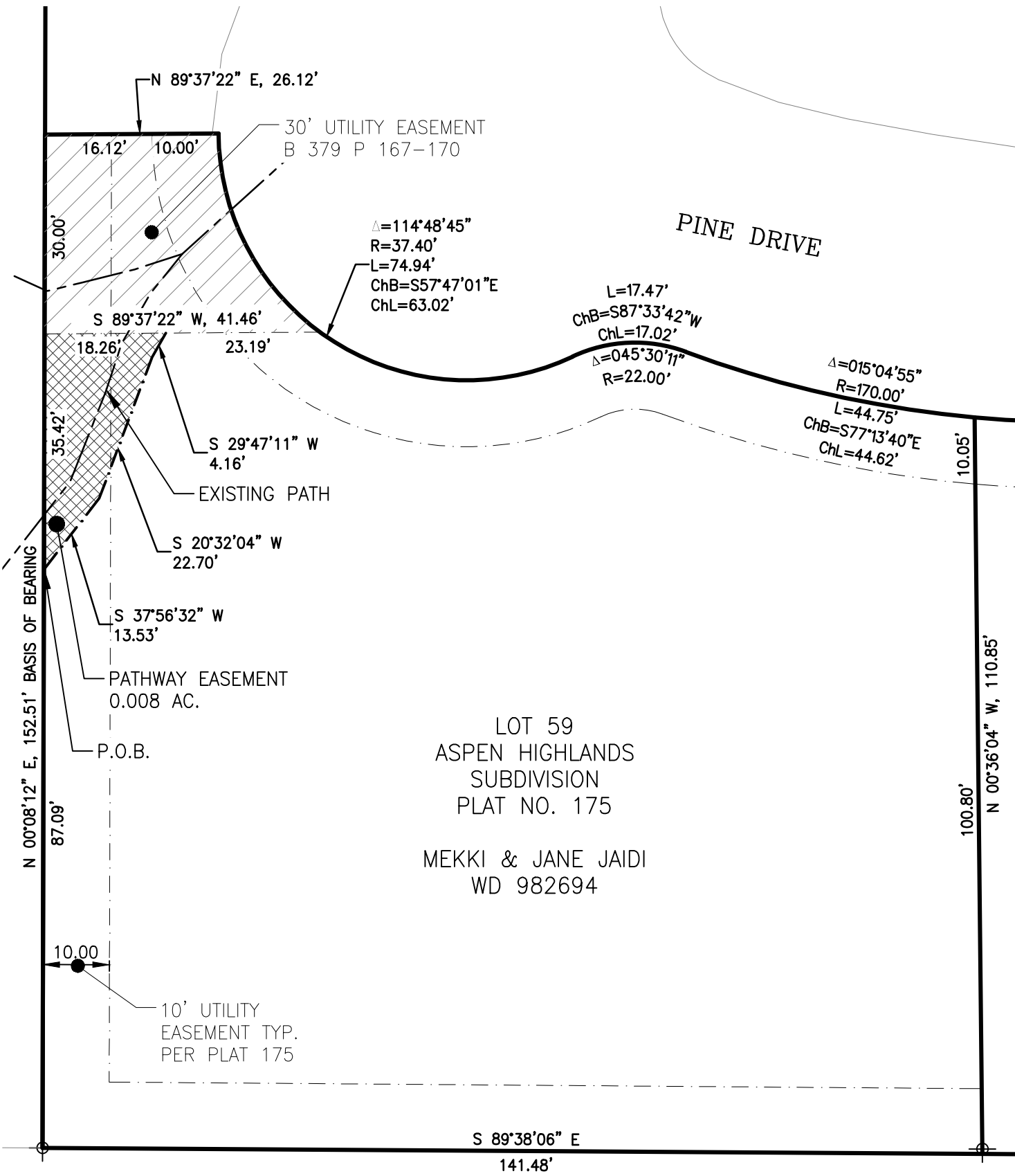
The sidelines to be lengthened or shortened to terminate on described lines.

Said easements contain 0.008 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

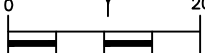
The Basis of Bearing for these description is N00°08'12"E along the west line of Aspen Highlands Subdivision.

Lucas Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 15-267-02
September 30, 2020

EXHIBIT B



BRIDGER TETON NATIONAL FOREST



SCALE 1" = 20'

LOT 59, ASPEN HIGHLANDS
SUBDIVISION, PLAT 175
LOCATED WITHIN THE
NW 1/4, SE 1/4,
SECTION 33, T41N, R116W,
TOWN OF JACKSON,
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	9/30/20
1	MEKKI & JANE JAIDI		ENGINEERED	
JOB NO	PATHWAY EASEMENT		DRAWN	SK
15-267-02	TO TOWN OF JACKSON		CHECKED	LR
			APPROVED	LR



- Az** Common Place Names
- Highway
- County Road
- Town of Jackson Corporate Limits
- River, Creeks, Lakes
- 2019 Color Mosaic 3" to 2ft resolution

NORTH

Teton County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Regular
Submitting Department:		Presenter:	Lea Colasuonno
Agenda Item:	First Amendment To Indefeasible Right To Use Agreement with Silver Star Telephone Company	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Council to review the draft First Amendment To Indefeasible Right To Use Agreement with Silver Star Telephone Company, Inc. ("Silver Star") and consider approval.

Requested Action.

Staff requests Council review the attached First Amendment To Indefeasible Right To Use Agreement.

Recommendations.

Staff recommends Council review the attached First Amendment To Indefeasible Right To Use Agreement.

Background.

Silver Star and the Town entered into an Indefeasible Right to Use Agreement dated March 1, 2016, whereby Silver Star granted the Town an indefeasible right to use designated fiber optic strands and points of access within Silver Star's fiber optic system, subject to the terms and conditions of the Agreement.

The Agreement was for five years with the option for the parties to renew if agreed, without which the Agreement would terminate.

Analysis.

The Agreement is beneficial and valuable to the Town for its technological infrastructure. The Legal Department has reached out to a telecom consultant to confirm that the law in this area has not substantially changed such that renegotiating terms and conditions would likely benefit the Town. Moreover, the IT Department has confirmed the need and benefit of the Agreement and concurs that renewal is prudent.

The amendment extends the Agreement to February 28, 2026 on the same terms and conditions.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Status quo: The Agreement will be renewed on the same terms and conditions.

Staff Impact.

Minimal. The impact consisted of the Legal Department reviewing the Agreement terms and conditions, ensuring it remains advantageous to the Town and public, confirming the status of the federal law in this area, coordinating with the IT Department, and editing/negotiating the First Amendment To Indefeasible Right To Use Agreement.

Attachments or Links.

Draft First Amendment To Indefeasible Right To Use Agreement

Suggested Motion.

I move to approve the First Amendment To Indefeasible Right To Use Agreement as presented and authorize the Mayor execute the Agreement, subject to minor changes deemed necessary by the Town Attorney.

FIRST AMENDMENT TO INDEFEASIBLE RIGHT TO USE AGREEMENT

THIS FIRST AMENDMENT TO INDEFEASIBLE RIGHT TO USE AGREEMENT ("First Amendment") dated as of the later date below is by and between Silver Star Telephone Company, Inc., a Wyoming corporation, having an office address at 104101 US Highway 89, Freedom, WY 83120 ("Silver Star") and the Town of Jackson, a Wyoming Municipal Corporation, having an address at 150 East Pearl Avenue Jackson, WY, 83001 ("Transferee"). Silver Star and Transferee are sometimes referred to herein jointly as the "Parties."

WHEREAS, Silver Star and Transferee entered into that certain Indefeasible Right to Use Agreement dated March 1, 2016 (the "Agreement"), whereby Silver Star granted Transferee an indefeasible right to use designated fiber optic strands and points of access within Silver Star's fiber optic system, subject to the terms and conditions of the Agreement; and

WHEREAS, Silver Star and Transferee desire to extend the term of the Agreement; and

WHEREAS, Silver Star and Transferee desire to modify, as set forth herein, certain other terms of the Agreement, as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Silver Star and Transferee agree as follows:

1. **Term.** The Term of the Agreement shall be extended for an additional five year term, commencing March 1, 2021, expiring February 28, 2026.
2. **Notices.** Paragraph 19 of the Agreement is hereby amended, as to Silver Star, to read as follows:

If to Silver Star:

Silver Star Communications
Attn: Barbara Sessions, C.O.O.
104101 US Highway 89
PO Box 226
Freedom, WY 83120
Telephone: 307-883-2411
Fax: 307-883-2575
Email: bsessions@silverstar.net

Silver Star Communications
Attn: Legal & Regulatory
104101 US Highway 89
PO Box 226
Freedom, WY 83120
Telephone: 307-883-2411
Fax: 307-883-2575
Email: legal.notices@silverstar.net

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

Silver Star Telephone Company, Inc.,
a Wyoming corporation

The Town of Jackson, a Wyoming municipal
corporation

By: _____
Barbara Sessions, Chief Operating
Officer

By: _____
Hailey Morton Levinson
Mayor

Date: _____

Date: _____

STAFF REPORT



Meeting Date:	1 March 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo, Director
Agenda Item:	P20-208: Rusty Parrot (175 N Jackson St) stormwater infrastructure cost share	Public Comment:	

Purpose & Policy Considerations.

Consider entering into a Development Agreement to share costs of constructing stormwater infrastructure as part of the private property redevelopment project at 175 N Jackson St (Rusty Parrot Hotel).

Requested Action.

Staff requests Council approve the agreement between the Town and Harrison Hospitality Properties.

Recommendations.

Staff recommends Council approve the agreement.

Background.

The Rusty Parrot is undergoing a major renovation and addition. Several aspects of the design for this project have undergone Planning reviews and been presented to Council. The following items were approved:

- Development Plan (P20-089) for 40-room hotel with restaurant and spa
- Two Variances from Board of Adjustment: Variance #1 (P20-090) to allow 32' curb cut where only 24' allowed; and Variance #2 (P20-091) to allow Trees In Grate pedestrian frontage
- Administrative Adjustment (P20-092) to allow reduction of 13.5' pedestrian frontage to 12.3'
- Design Review Committee (DRC) (P20-086) approval of architectural design

The addition of bulb-outs on Gill presented a need for additional stormwater infrastructure to accommodate proper drainage in the public right-of-way (ROW). Rusty Parrot approached the Town seeking financial contribution to the stormwater infrastructure because it would improve the Town's ability to manage stormwater in this area.

Staff approval of the application to share construction costs of the stormwater infrastructure includes the following conditions:

1. Applicant shall provide a design report including the stormwater calculations and maps of the drainage basins for the sizing and design of the stormwater system within the right-of-way. Final approval of the stormwater collection system design and cost share will be contingent on Town Engineering's review of the design basis.
2. Applicant shall coordinate with the Town to value engineer the proposed work to identify potential cost savings that could be shared by both parties, e.g. different pipe materials. Coordination may include, but is not limited to, soliciting pricing from their contractors and engineers, checking availability of materials, alternative layouts, sizing calculations, etc.
3. Applicant is solely responsible for the costs of plan revisions, contractor costs, consulting costs, etc. as part of the value engineering process.
4. Town will pay a cost-share value not to exceed Forty-Eight Thousand Dollars (\$48,000).
1. Developer shall enter into a Development Agreement to finalize and clarify the roles and responsibilities of the Developer and Town with regard to the construction, ownership and maintenance of the proposed right-of-way improvements.
2. Developer is required to construct the PROW and Stormwater Improvements in accordance with the Building Permit.

While the public was not specifically engaged on this project separate from the regular public process via Council meetings, one local resident has for several years consistently notified the Town of his concerns related to drainage on this block.

Analysis.

Drainage improvements for this area have been included in 5- and 10-year Capital Improvement Plans (CIP), though the Town did not anticipate this work as early as FY22. The Town did not consider constructing bulb-outs on this block, but they were approved as part of the project design and created the need for drainage system improvements at this time.

The Town had considered placing a stormwater treatment unit at this location, and the proposed construction includes a designated space to accommodate this addition in the future. It also includes a connection point for a new drain pipe to service the intersecting alley in case the Town or other private development identifies a project to improve drainage in that area. These are future projects to consider and can be scheduled when possible; any existing issues are not exacerbated by not completing these additional projects immediately.

If this cost share agreement is denied, the applicant would likely construct an alternative design that does not fully accommodate the Town's future desires for the stormwater infrastructure at this location. Alternatively, the applicant may decide to re-design the project to eliminate the bulb-outs and the need for this stormwater infrastructure. In either case project completion would be delayed and the Town's cost to construct a preferred system would increase with time.

Alternatives (Optional).

Town Council may alternatively:

- agree to a different cost distribution scenario (i.e. calculated based on a different set of components or scope of work, or using a different not-to-exceed dollar amount).
- deny the request to share costs of stormwater improvements.

Comprehensive Plan & Priority Alignment.

The public right-of-way aspects of the development project align with the Comprehensive Plan as follows:

Common Value 2: Growth Management

Policy 4.2.c: Create vibrant walkable mixed use subareas – this project adds sidewalks on W Gill Ave and N Jackson St to improve pedestrian safety where sidewalks do not currently exist.

Policy 4.2.d: Create a downtown retail shopping district – while no retail is proposed with this project, adding visitor lodging within walking distance of downtown retail helps support the district.

Common Value 3: Quality of Life

Policy 6.3.a: Ensure year-round economic viability – adding visitor lodging within walking distance of downtown retail helps support year-round economic viability of the downtown retail district.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes – this project better connects the location to downtown walking, biking, and transit.

Policy 8.1.e: Budget for service delivery – sharing costs of the stormwater infrastructure aspects of this project help the Town cost-effectively achieve the desired service level for stormwater management at this location.

Policy 8.2.a: Coordinate the creation of a major capital project list – staff has worked with the developer to accomplish a Town Capital Improvement Plan project within the private development project, reducing project costs and neighborhood disruption.

Policy 8.2.c: Require mitigation of the impacts of growth on service levels – this development project created the need for improved stormwater infrastructure, and the Town and developer were able to come to an agreement on shared costs of those improvements.

Fiscal Impact.

The Town does not currently have funds allocated to this project. The Rusty Parrot cost share request provides the Town with an option to defer the Town's payment back for the development to a later fiscal year if necessary. The Town proposes entering the agreement with the not-to-exceed dollar amount, which is consistent with what we would have anticipated budgeting for the originally intended stormwater improvements as part of the CIP.

The Rusty Parrot has additionally expressed interest in partnering with the Town to obtain a Wyoming Department of Environmental Quality grant to help fund installation of the stormwater treatment unit at a later date. This is the same

grant program that awarded funds to the Town for the stormwater treatment unit that will be installed in the Cache Creek Tube Phase 2D project this coming summer.

Ongoing asset management (maintenance, repair, replacement, etc.) is associated with these stormwater infrastructure and street improvements, and thus capital/general funds are required to perform them. Prior to the Rusty Parrot proposal to construct the stormwater management improvements as part of their redevelopment, the Town had envisioned and intended to construct some aspects of it in the future. The Town was not anticipating other aspects such as the bulb-outs, but is comfortable taking on the ongoing maintenance of these ROW components due to their community benefit. The Town already manages street and drainage infrastructure at this location, so the improvements pose only an incremental increase in Town's costs to manage.

Staff Impact.

Town Public Works staff currently spends time clearing matted debris from a drain inlet at the end of Gill Ave to prevent rain and snow melt from pooling in the area. The improved drainage system will reduce the need for this activity, but will add ongoing maintenance and repair needs for the improved stormwater system, most of which was planned for the future anyway. Additional ROW maintenance attention will be required of Public Works staff for the bulb outs.

Attachments or Links.

Development Agreement and associated exhibits

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

I move to approve the Development Agreement with Harrison Hospitality Properties to construct stormwater infrastructure, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary agreements.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated this _____ day of _____, 2021 ("Effective Date"), is entered into by and between HARRISON HOSPITALITY PROPERTIES LIMITED PARTNERSHIP, a Wyoming limited liability company whose address is PO Box 1657, Jackson, WY 83001 ("Developer"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, the "Subject Property," the development of which will be referred to in this Agreement from time to time as the "Development":

Street Address: 175 N Jackson St

Location: Lots 1, 2, and 3, Block 4, according to the plat recorded as Plat 100 in the office of the County Clerk of Teton County, Wyoming.

PIDN: 22-41-16-28-4-11-001

WHEREAS, Developer is subject to approved Development Plan (P20-089) and Administrative Adjustment (P20-090 - reduction in required Pedestrian Frontage), both approved by the Town Council on August 17, 2020, and two variances (P20-090 – reduction of 24' curb cut width; P20-091 - change in required Pedestrian Frontage to allow "Trees in Lawn" Frontage), both approved by the Board of Adjustment on July 15, 2020, all associated with the construction of a hotel of approximately 26,902 square feet at 175 N. Jackson Street; and

WHEREAS, on December 31, 2020 Town issued Building Permit B20-0683, with conditions, for a new 40-room hotel, with a spa, restaurant, and underground parking, in addition to stormwater infrastructure in the right-of-way, and improvements to the public right-of-way, ("Building Permit"); and

WHEREAS, Developer, per the Building Permit, intends to construct certain improvements within the public rights-of-way known as North Jackson Street and West Gill Avenue including sidewalks, curb & gutter, stormwater inlets and piping, road reconstruction and paving ("PROW and Stormwater Improvements"), all of which shall be conveyed to the Town after construction and all of which are set forth in **Exhibit A**, and by this reference made a part hereof; and

WHEREAS, on **March 15, 2021** Town approved a Rusty Parrot Right of Way Improvements Cost Share Request ("Cost Share"), P20-208, with a condition that prior to construction of the PROW and Stormwater Improvements, Developer shall enter into a Development Agreement in order to finalize and clarify the responsibilities of the Developer and Town with regard to the construction, ownership and maintenance the PROW and Stormwater Improvements all as more specifically set forth herein; and

WHEREAS, the Town and Developer desire to enter into this Agreement to memorialize their obligations regarding the PROW and Stormwater Improvements and agreed upon distribution of costs therefor between the Town and Developer.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid Recitals, which are incorporated herein by this reference as if set forth in their entirety below, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Developer acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the public right-of-way now or hereafter.

2. DEVELOPER TO COMPLY

Developer shall comply with all local, state and federal laws, ordinances, permits, approvals and regulations, specifically including all requirements contained in Town of Jackson Land Development Regulations, the Town of Jackson Municipal Code, the Building Permit, as amended, and the requirements of the Jackson Town Council.

All PROW and Stormwater Improvements shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications, (collectively, the "Rusty Parrot Construction Standards"). It is hereby understood and agreed by the Parties that the applicable rules, regulations and standards aforementioned shall be those in effect at the time the Building Permit was issued.

3. COST SHARE CONDITIONS OF APPROVAL

The conditions of approval of the Town Council, as set forth in its approval of the Cost Share, are:

1. Applicant shall provide a design report including the stormwater calculations and maps of the drainage basins for the sizing and design of the stormwater system within the right-of-way. Final approval of the stormwater collection system design and cost share will be contingent on Town Engineering's review of the design basis.
2. Applicant shall coordinate with the Town to value engineer the proposed work to identify potential cost savings that could be shared by both parties, e.g. different pipe materials. Coordination may include, but is not limited to, soliciting pricing from their contractors and engineers, checking availability of materials, alternative layouts, sizing calculations, etc.
3. Applicant is solely responsible for the costs of plan revisions, contractor costs, consulting costs, etc. as part of the value engineering process.
4. Town will pay a cost-share value not to exceed Forty-Eight Thousand Dollars (\$48,000).
5. Developer shall enter into a Development Agreement to finalize and clarify the roles and responsibilities of the Developer and Town with regard to the construction, ownership and maintenance of the proposed right-of-way improvements.
6. Developer is required to construct the PROW and Stormwater Improvements in accordance with the Building Permit.

4. APPROVED BUILDING PERMIT PLANS AND SPECIFICATIONS INCORPORATED

Building Permit plans and specifications, as approved by the Town and maintained on file in the office of the Town Planning and Building Departments, and any revision of said Building Permit plans and specifications approved by the Town, are incorporated by reference as though fully set forth herein. All public improvement work required by Developer under this Agreement shall be in accordance with said

Building Permit plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer's contractor.

5. PROW AND STORMWATER IMPROVEMENTS COST SHARING CONDITIONS

The conditions of cost-sharing between Town and Developer for the Prow and Stormwater Improvements are as follows:

- A. Design: Developer shall contract for all engineering and design of the PROW and Stormwater Improvements and shall be responsible for all bidding therefor.
- B. Permitting: Developer shall be responsible for acquiring all permits necessary for all work associated with the PROW and Stormwater Improvements, including from the Town in its regulatory capacity and any other applicable government agency.
- C. Installation: Developer shall be responsible for engaging a contractor to install the PROW and Stormwater Improvements, which contract shall be in strict compliance with the approved Building Permit.
- D. Developer Cost: The Developer shall be solely responsible for all costs in excess of the Town's maximum contribution of Forty-Eight Thousand Dollars (\$48,000). Any changes to the cost of or work schedule for the PROW and Stormwater Improvements requires prior written approval of the Town.
- E. Maximum Cost Liability for the Town: Notwithstanding anything in this Agreement to the contrary, Forty-Eight Thousand Dollars (\$48,000) shall be the maximum potential cost liability to the Town under this Agreement, and Town's prior written approval is required for any changes to the cost of or work schedule for the PROW and Stormwater Improvements.

6. POST-ACCEPTANCE OWNERSHIP AND MAINTENANCE

- A. Maintenance: Following acceptance as set forth herein, the upkeep and maintenance of the PROW and Stormwater Improvements shall be the responsibility of the Town.
- B. Ownership: Following acceptance as set forth herein, the Town shall own the PROW and Stormwater Improvements.

7. FINANCIAL ASSURANCE

As a condition of the Building Permit, the Developer has deposited with the Town an irrevocable letter of credit, performance and payment bond, or funds in escrow, or some combination of the foregoing, or other equivalent financial assurance and such Financial Assurance amount shall be released as portions of the work are completed and reasonably approved for release by the Town Engineer pursuant to this Agreement and as provided for in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming.

8. REIMBURSEMENT FOR THE PROW AND STORMWATER IMPROVEMENTS

The Town agrees to reimburse Developer an amount not to exceed Forty-Eight Thousand Dollars (\$48,000) for costs incurred by Developer for PROW and Stormwater Improvements. The reimbursement shall be effected only after the Town inspects and accepts the PROW and Stormwater Improvements pursuant to this Agreement.

9. TIME FOR COMPLETION

Developer agrees to fully complete all work for all PROW and Stormwater Improvements by June 30, 2022. Notwithstanding the foregoing, i) upon written request by Developer for amendment of this Agreement

and ii) subject to the regulatory conditions of the Jackson Municipal Code and Land Development Regulations, such time may be extended.

10. DEVELOPMENT COORDINATION

The contact person representing the Town shall be the Town Engineer of the Town of Jackson, who shall have general responsibility for coordinating development of the PROW and Stormwater Improvements required herein, and whose contact information is as follows:

Brian Lenz, P.E.
Engineer@jacksonwy.gov
307 733 3079

The contact person representing the Developer shall be the Owner's Representative, who shall have general responsibility for coordinating development of the PROW and Stormwater Improvements required herein, and whose contact information is as follows:

Duane Nardi, Zaist Construction Management

Developer, its contractor, or subcontractors, shall notify the Town Engineer when PROW and Stormwater Improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

The foregoing contacts and/or contact information may be changed or updated by either the Town or the Developer upon written notice to the other party in accordance with this Agreement.

11. PERFORMANCE TESTING AND INSPECTION

Developer shall be responsible for obtaining all required Town permits and abiding by the conditions set forth within same, the provisions of the Land Development Regulations, Jackson Municipal Code, and the Rusty Parrot Construction Standards. Developer shall be required to complete all construction work and necessary performance tests on installed PROW and Stormwater Improvements prior to acceptance by the Town. The Town shall administer acceptance of such installed PROW and Stormwater Improvements consistent with the provisions of the Land Development Regulations, the Jackson Municipal Code, and the Rusty Parrot Construction Standards.

Developer shall be required to retain a Town approved, State of Wyoming licensed engineer to perform and/or monitor all construction and testing required per the Rusty Parrot Construction Standards. Testing shall include but is not limited to pressure testing, disinfection, water quality testing, leak testing, video inspection, moisture and density compaction testing, concrete testing, among other tests.

Developer's engineer shall be responsible for the preparation of daily inspection reports and test results, including when requested and as construction milestones are reached (e.g., pressure testing and the like) as provided for in the Rusty Parrot Construction Standards. Such information shall be submitted to the Town Engineer as work is completed and no later than two weeks prior to Final Inspection.

Developer shall notify the Town Engineer at least two business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

12. RELEASE OF FINANCIAL ASSURANCE

As improvements are completed, the Developer may submit a written request to the Town Engineer for a release of part or all of the Financial Assurance. Upon inspection and approval, the Town Engineer shall

release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement, and including as provided in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure acceptance at the completion of all construction related activities.

If the Town Engineer reasonably determines that the Developer has not constructed any or all of the improvements in accordance with Rusty Parrot Construction Standards and/or Building Permit, the Town Engineer shall draw and expend from the Financial Assurance such funds as may be necessary to construct the improvements in accordance with the approved Building Permit and/or requirements. Release of the Security does not constitute certification of compliance with the Rusty Parrot Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

13. ACCEPTANCE

Criteria for acceptance by the Town:

- A. *Prior to acceptance.* The Town shall not have any responsibility with respect to any street, utility, or other improvements constructed by Developer, nor shall the Town exercise any control over the PROW and Stormwater Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency.
- B. *Request for acceptance.* Upon completion of the PROW and Stormwater Improvements in accordance with the Rusty Parrot Construction Standards, the Building Permit, and the Development Plan, the Developer may request acceptance by the Town in the form of a final engineering inspection for the Building Permit prior to issuance of the certificate of occupancy. The request for acceptance shall include all outstanding submittals required by this Agreement, the Building Permit, and the Development Plan for review.
- C. *Submittals.* Prior to acceptance of any PROW and Stormwater Improvements, the following must be submitted to the Town Engineer for approval, in their reasonable judgment:
 - i. Legally recorded documents of all easements and those easements to be recorded at acceptance; and
 - ii. A certification that, except as hereinafter provided, there are no outstanding judgements, liens, or encumbrances on the PROW and Stormwater Improvements, on any infrastructure including all appurtenances, or on land upon which the Improvements are located; provided that if there is a construction mortgage on the PROW and Stormwater Improvements or infrastructure, then the Developer will obtain the mortgagee's consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and provided further that in the event Developer is in good-faith disputing the scope or validity of any liens arising out the work associated with construction of such Improvements, Developer shall be permitted to continue such dispute on the condition that it provides the Town with reasonably acceptable security or assurance against loss of such Improvements based upon resolution of such dispute; and provided further that the lien of accrued real property taxes not yet delinquent shall not be deemed to violate this provision, the same remaining Developer's obligation to pay when due following acceptance; and
 - iii. Field-verified survey record drawings and specifications of the PROW and Stormwater Improvements being transferred in accordance with the following:

- a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the PROW and Stormwater Improvements and property boundaries, GIS Shape files, and in any other format reasonably deemed suitable by the Town Engineer; and
- b. Record drawings shall show all PROW and Stormwater Improvements constructed, including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and
- c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and
- d. Each sheet of the plans shall be noted as a RECORD DRAWING; and
- e. A certification by the project engineer shall appear in substantially the form below on the face of the record drawings; and

RECORD PLANS CERTIFICATE:

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

- iv. If applicable, operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the PROW and Stormwater Improvements, submitted in the quantity and format reasonably deemed suitable by the Town Engineer; and
 - v. Submittal of all final inspection and testing reports as set forth in the Rusty Parrot Construction Standards; and
 - vi. A digital copy of the sewer main video inspections and reports (if applicable); and
 - vii. A warranty bond as specified in this Agreement; and
 - viii. Certified statement of the cost of the PROW and Stormwater Improvements; and
 - ix. Copy of the DEQ permit to Construct and Certificate of Completion.
- D. *Final inspection.* Upon receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the PROW and Stormwater Improvements. The Town Engineer will furnish a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies to enable Developer to correct the same. The Town Engineer will base the inspection on compliance with the Rusty Parrot Construction Standards, the Building Permit, and the Development Plan, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.
- E. *Acceptance and Conveyance.* Upon (1) satisfactory completion of all construction and correction of any deficiencies noted in the final inspection, (2) compliance with the Rusty Parrot Construction Standards, the Building Permit, and the Development Plan, as each may be amended, and all other standards and procedures set forth in this Agreement, all as certified by a Town-approved engineer

licensed in the State of Wyoming, and (3) approval by the Town Engineer, and other appropriate government agencies, the Developer shall thereafter:

- i. Convey to the Town the PROW and Stormwater Improvements, and
- ii. As necessary grant easements to the Town and/or utility companies on terms and conditions mutually acceptable to Developer and the Town and/or utility in the actual locations of the said utility improvements and infrastructure as located by a final survey thereof.

Acceptance will be final, and the PROW and Stormwater Improvements will be conveyed to the Town upon approval of the Final Engineering inspection by the Town.

- F. *Responsibility to maintain.* Upon acceptance by the Town, responsibility for the PROW and Stormwater Improvements shall be assumed by the appropriate Party as set forth in this Agreement; provided however that the Developer or the contractor constructing the Improvements on behalf of the Developer, shall be subject to a warranty from the time of acceptance by the Town in accordance with this Agreement.

14. WARRANTY

All PROW and Stormwater Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of Final Engineering Inspection, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town ("Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to one hundred and twenty-five percent (125%) of the total estimated cost of construction of the PROW and Stormwater Improvements.

15. INSURANCE AND INDEMNIFICATION

Developer agrees to carry either:

- A. a comprehensive general liability policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for bodily injury, and \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for property damage; or
- B. a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$4,000,000 annual aggregate.

The selected policy is to include coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal/bodily injury. Developer also agrees to name the Town as an additional named insured and a certificate of insurance covering these items shall be filed with the Town Engineer within five (5) business days of the Effective Date of this Agreement.

Developer, and its successors in interest and assigns, shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature (including the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, the construction, use, and/or maintenance of the PROW and Stormwater Improvements, and of or from any of Developer's operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Town or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any gross negligence by the same. The Town will give the Developer notice of any claims against it arising from or related to such PROW and Stormwater

Improvements and the Developer will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law. This Section shall survive termination.

16. NOTICES

Any notice required to be given hereunder shall be provided to the parties by e-mail and shall be deemed given upon transmission of e-mail with read receipt to the following addresses and numbers:

If to Town:

Town Clerk, Sandra P. Birdyshaw at sbirdyshaw@jacksonwy.gov

With copies to:

Lea Colasuonno at lcolasuonno@jacksonwy.gov and Brian Lenz at engineer@jacksonwy.gov

If to Developer:

Brandon Harrison, bharrison@rustyparrot.com

With copy to:

Duane Nardi, duane.nardi@zaistcm.com

17. BINDING EFFECT OF AGREEMENT; MODIFICATIONS

This Agreement shall be recorded in the Teton County Clerk's Office at the sole expense of Developer and run with the land, and shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Developer warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

20. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

21. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

22. GOVERNING LAW; FORUM; CONSTRUCTION

This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue. 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.

23. GOVERNMENTAL IMMUNITY

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

24. ENTIRE AGREEMENT

The parties intend this statement of their Agreement, specifically including the Recitals, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

TOWN:
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 _____, 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:

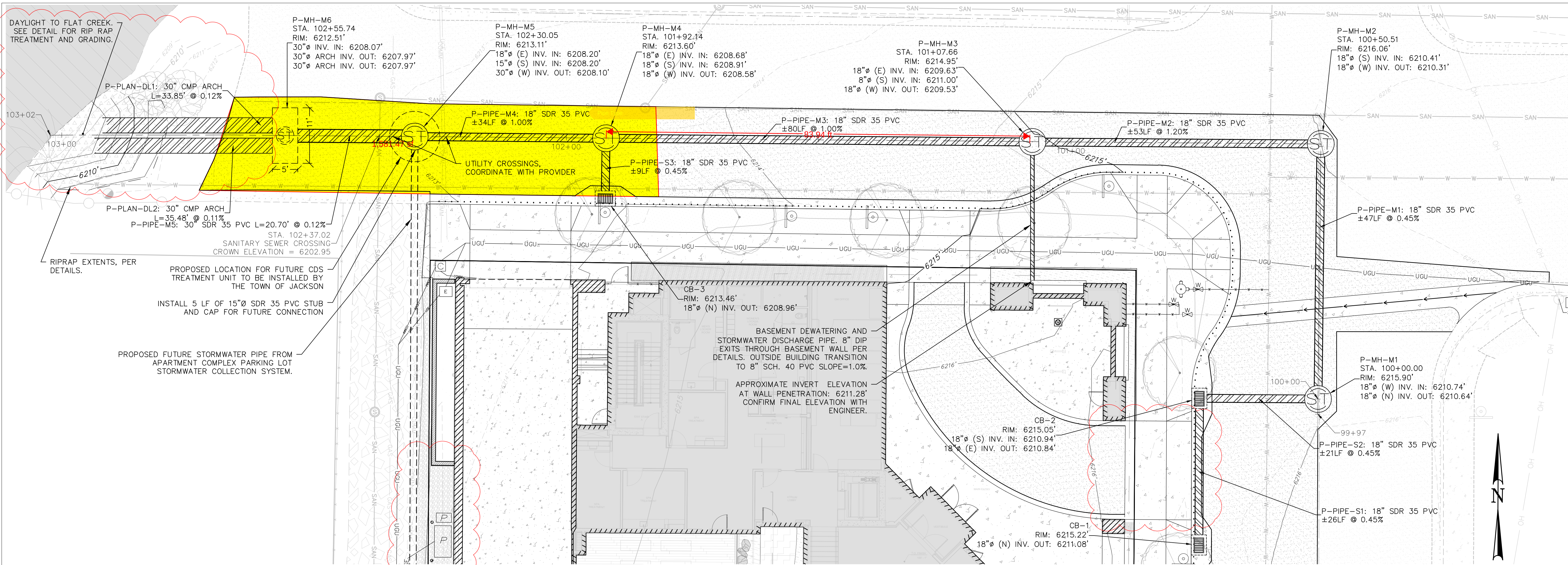
DEVELOPER:
HARRISON HOSPITALITY PROPERTIES LIMITED PARTNERSHIP

By: _____
Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

This instrument was acknowledged before me on _____, 2021 by _____
as _____ of Harrison Hospitality Properties Limited Partnership.

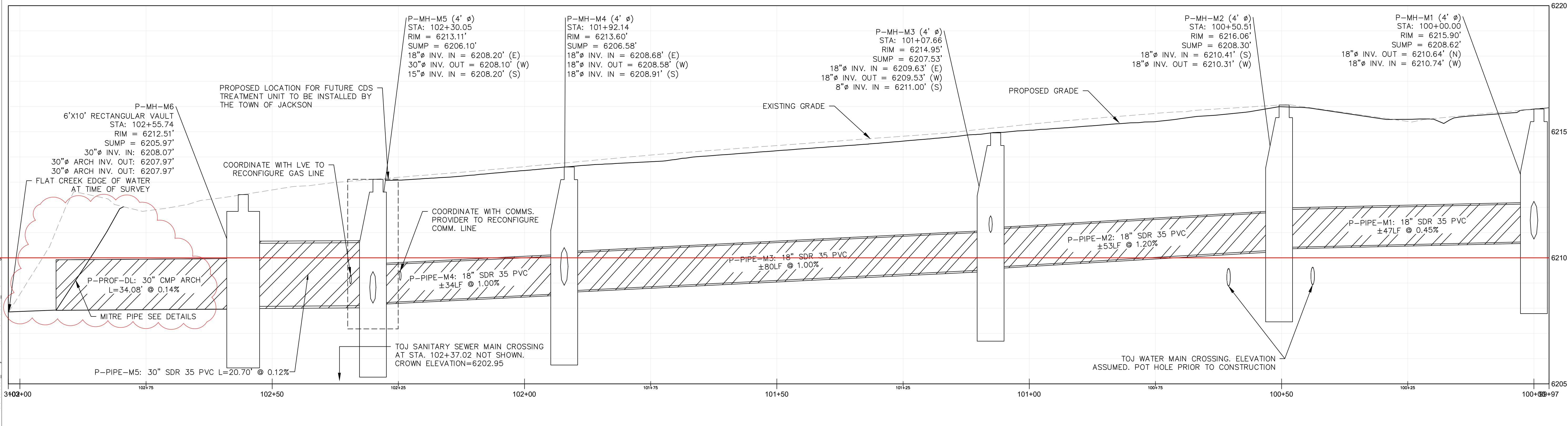
Notary Public
My commission expires:



STORMWATER DESIGN NOTES:
THE APPLICANT PROPOSES THIS DESIGN AS AN OPTIMAL SOLUTION FOR BOTH THE APPLICANT AND TOJ. AS THE STORMWATER INFRASTRUCTURE IN THE ROW IS PROPOSED AS A FUTURE TOJ SYSTEM AND THE FINAL DESIGN AND CONSTRUCTION WILL OCCUR IN CLOSE COOPERATION WITH TOJ PUBLIC WORKS. HOWEVER, THE APPLICANT PROPOSES THIS SOLUTION UNDER THE ASSUMPTION THAT TOJ WILL PARTICIPATE IN COST-SHARING FOR THIS INFRASTRUCTURE AND THE COST SHARING ON THE PART OF THE TOJ SHOULD BE COMMENSURATE WITH THE SIGNIFICANT BENEFIT IT PROVIDES TO THE OVERALL TOJ INFRASTRUCTURE. THE ALTERNATIVE IS FOR THE APPLICANT TO PROPOSE A STORMWATER COLLECTION SYSTEM THAT ONLY SERVES THE PROJECT THEREBY MISSING OUT ON THE OPPORTUNITY TO RESOLVE THE BROADER DRAINAGE PROBLEMS WITHIN THE NEIGHBORHOOD.

- GENERAL NOTES:**
1. COMMS., WATER AND GAS LINE ELEVATIONS ARE ASSUMED AND WERE NOT SURVEYED. ALL UTILITY CROSSINGS AND POSSIBLE CONFLICTS WITH EXISTING INFRASTRUCTURE TO BE VERIFIED IN FIELD BY CONTRACTOR.
 2. FINAL STORMWATER PIPE SIZING SUBJECT TO REVIEW AND FINAL APPROVAL BY TOJ PUBLIC WORKS.

P-STORM-MAIN PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 20' VERT. 1" = 4'
START STA: 99+97.00, END STA: 103+02.29



DATE	DRAWING SET TITLE
2020.05.01	DEV. PERMIT APP
2020.09.16	BUILDING PERMIT
2020.11.06	PLAN CHECK RESPONSES

DRAWN BY: SAH	CHECKED BY: VAR
JOB #:	19352

Y2 CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

Y2consultants.com
307.733.2999

Professional Engineer
BE/EO ZIA A. YASRI
8902
11/02/2020
WYOMING

RUSTY PARROT LODGE - BUILDING PERMIT
HARRISON HOSPITALITY PROPERTIES, LP.
175 N JACKSON STREET
JACKSON, WY

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Agreement to Extend the Federal Communications Commission Shot-Clock Deadline	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review an agreement between the Town and AT&T to extend the timeline for the Town's review of AT&T's application to construct small wireless facilities in the Town right-of-way.

Requested Action.

Staff request Council approve the *Agreement to Extend the Federal Communications Commission Shot-Clock Deadline* and authorize the Mayor to sign it.

Recommendations.

Staff recommends approving the Agreement as drafted.

Background.

Under federal law and orders from the Federal Communications Commission municipalities have a prescribed amount of time, ninety days, to review an application to place new small wireless facilities in the right-of-way. That deadline must be adhered to unless the municipality and the applicant agree to extend that deadline.

Analysis.

On October 28, 2020, and in compliance with Town laws and regulations, AT&T applied to place small wireless facilities in the Town right-of-way. The federally-imposed deadline for the Town to make a final decision on the application is January 26, 2021.

On January 19, 2021 the parties executed an Agreement To Extend The Federal Shot-Clock until March 1, 2021.

During the last month-long extension the Town and AT&T have worked to finalize the application process, but it is not complete. Town staff and AT&T mutually agree another deadline extension in order to give AT&T time to supply further missing information and the Town to, thereafter, review it and render a final decision is beneficial.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Comp Plan Section 4. Town as the Heart of the Region - The Central Complete Neighborhood:

Concentrating development and activity in the Town, already the community's largest and most Complete Neighborhood, includes enabling and optimizing communications in the Town by "improving the quality of life in Town and the economic stability and service delivery for the entire community."

Section 6. A Diverse and Balanced Economy:

- The Comp Plan envisions "developing a sustainable, vibrant, stable and diversified local economy" with specific goals that include "enhancing tourism as the basis of the economy, encouraging local entrepreneurial

opportunities, facilitating viable local businesses, [and] ensuring year-round economic viability.” Developing, maintaining and improving wireless communication infrastructure within the Town are fundamental to each of these goals.

Section 7. Multimodal Transportation:

- Alternative transportation, including rideshare vehicles, bikeshares, and large-scale mass transit is a critical component of the Comp Plan “given our Vision to preserve and protect the ecosystem in order to enhance our community character.” These alternative transportation modes all require wireless communications networks that function seamlessly.

Section 8. Quality Community Service Provision:

- This Comp Plan section opens with the statement that “life-safety, educational, social, cultural and recreational services [are] central to residents’ Quality of Life and a visitor’s experience” and specifically highlights the need for “the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services.” All of these services rely on wireless communication networks to operate.

Fiscal Impact.

None.

Staff Impact.

Approval of this Agreement significantly reduces workload for staff, which includes those in Public Works, Engineering, Planning and Building, and the Legal Department, because by doing so staff will only have to review the incoming material information with respect to the existing, already reviewed application.

Without an extension of the January 26 deadline, the Town of Jackson will deny the existing application, which would require AT&T to submit a full new application, and the Town staff to, thereafter, review that full new application.

Attachments or Links.

The Agreement to Extend the Federal Communications Commission Shot-Clock Deadline.

Suggested Motion.

I move to authorize the Mayor to sign it, subject to non-material changes by the Town Attorney.

Agreement to Extend Federal Communications Commission Shot-Clock Deadline

This *Agreement to Extend Federal Communications Commission Shot-Clock Deadline* ("Agreement") is entered into this ____ day of March ____, 2021 between the Town of Jackson, Wyoming ("Town") and New Cingular Wireless PCS, LLC ("AT&T").

Recitals

- A. On October 28, 2020, AT&T submitted application, Application # B20-0354, B20-0355, B20-0356 ("Application"), for the installation of three new small wireless facilities, AT&T Site IDs # IDL07033F_R02, IDL07033_R03, IDL07035_R02, to Town for review.
- B. The Town has not approved or denied the Application.
- C. Under Section 332 of the Federal Telecommunications Act of 1996, and relevant Federal Communication Commission ("FCC") Orders, the Town must review and act on the Application within ninety (90) days from October 28, 2020, plus any applicable tolling period. The parties agree that, absent a tolling period, Town must take final action on the Application by January 26, 2021.
- D. On January 19, 2021, the Town and AT&T entered into an Agreement to toll the shot clock until March 1, 2021.

NOW, THEREFORE, the parties agree as follows:

- 1. In the interest of cooperation and to preserve both party's statutory rights, the Town and AT&T agree to extend the FCC shot-clock deadline until 11:59 p.m. on April 1, 2021.
- 2. The parties further agree that no limitations period for any claim related to the timing of the Town's processing of the Application shall commence to run before the passage of the new shot-clock deadline described above.

Agreed:

New Cingular Wireless PCS, LLC

By: _____

Mark Johns, Area Manager, C&E cRAN

Town of Jackson, a Municipal Corporation of the State of Wyoming

By: _____

Hailey Morton Levinson, Mayor

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Paul Anthony
Agenda Item:	Item P21-040: Request for a Partial Vacation without Replat at the property addressed at 112 Center Street	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, CCC's Center Street, LLC., is requesting a Partial Vacation without Replat to vacate a property line for the purpose of combining Lots 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 and LOTS 8-9, BLK. 1 Van Vleck - 2 into a single lot.

Recommendations.

The Planning Director recommends that Town Council approve the Partial Vacation Without Replat for Lots 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 and LOTS 8-9, BLK. 1 Van Vleck - 2 subject to the Land Development Regulations and the departmental reviews attached hereto.

Background.

The subject property is located within the Town Square – 1 (TS-1), Town Square – 2 (TS-2), and Downtown Core -2 (DC-2) zoning districts. Please note that the Town official zoning map has not been updated with the new downtown zoning approved early February and is 1.08 acres in size. A vicinity map and zoning map are shown below:



General Description of Project

The applicant is requesting a Partial Vacation Without Replat, pursuant to LDR Section 8.2.13.C.5, to combine Lots 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 and LOTS 8-9, BLK. 1 Van Vleck - 2 into one lot by vacating the shared lot line. The new single lot would be 1.08 acres in size. The applicant is seeking to combine these lots because in order to obtain a Certificate of Occupancy for the new hotel, The Cloudveil, that is being built on the site and is close to completion. The Building Code does not permit structures to be built across a property line, so all such property lines must be vacated.

Analysis, Comprehensive Plan & Priority Alignment.

The Clubhouse and Van Vleck - 2 subdivisions are recorded plats that may be amended through the vacation process as authorized by state statutes. The Partial Vacation Without Replat process in Sec. 8.2.13.C.5 requires applications to meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) an instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate affidavit to be recorded with the County Clerk that the proposed lot vacation and combination should not have any significant or adverse impact on the other lots in the subdivisions. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) if approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant's instrument provides direction to the County Clerk to make the necessary changes to the plats to affect the lot combination, provided that the instrument is modified consistent with the comments from the County Clerk's office.

- c) A map may need to be provided for a building envelope vacation; and*

Not applicable.

- d) For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Complies. The submitted instrument includes language consistent with this requirement.

Staff confirms that the Applicant's request for a Partial Vacation Without Replat meets the required standards as outlined above. The required instrument for the Partial Vacation Without Replat is attached.

Alternatives (Optional).

N/A

Fiscal Impact.

None.

Staff Impact.

Staff impact was typical of a project this size which included review of this proposal, writing this report and recording documents. The total estimated time was 2-3 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, I move to **approve** the Partial Vacation Without Replat to vacate the lot line between Lots 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 and LOTS 8-9, BLK. 1 Van Vleck – 2 in order to combine the two lots into one lot, subject to the Land Development Regulations, the departmental reviews, and this staff report dated March 15, 2021.

PLANNING

Project Number	P21-040	Applied	2/22/2021	KP
Project Name	Partial Vactaion - 112 Center Street	Approved		
Type	MINOR BOUNDARY ADJUS	Closed		
Subtype	NO PLAT	Expired		
Status	STAFF REVIEW	Status		

Applicant		Owner	CCC'S CENTER STREET, LLC
------------------	--	--------------	--------------------------

Site Address	City	State	Zip
112 CENTER STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CLUB HOUSE (1913)	22411627315001	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
County Clerk		2/22/2021	3/15/2021	2/24/2021	
Corina Dorman					
(2/24/2021 5:05 PM KP)					
The paragraph, "NOW, THEREFORE, BE IT ACKNOWLEDGED" on page one describes the Sec. 27, Twp 41, Rng 11—there is no range 11. It is also referenced in the number 1. Paragraph below it.					
Thanks,					
Corri					
Legal	NO COMMENT	2/22/2021	3/15/2021	3/5/2021	
Lea Colasuonno					
Planning	APPROVED W/CONDITI	2/22/2021	3/15/2021	3/9/2021	
Paul Anthony					
Please see staff report for Planning Department analysis.					
Public Works	APPROVED W/CONDITI	2/22/2021	3/15/2021	2/25/2021	See Notes
Scott Mohror					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(2/25/2021 5:35 PM SM)					
Partial Vacation without Replat – APPROVED w COMMENTS					
P21-040 Boundary Adjustment (No Plat)					
ADDRESS: 112 Center Street					
OWNER: CCC's Center Street, LLC					
APPLICANT: CCC's Center Street, LLC					
2/25/2021					
Scott Mohror, 733-3079					
DATE OF SUBMITTAL: 02/23/2021					
DATE OF MATERIALS: 02/19/2021					
APPROVED					
Comments on Township and Range Survey System:					
1. The Range is incorrect on the Aerial document submitted with the application.					
2. The Range is incorrect on the Legal Description document submitted with the application in three location.					
a. In the Parcel 1 description.					
b. In the "Now, Therefore, Be it Acknowledged" paragraph; and,					
c. In the "Now, Therefore, Be it Acknowledged" sub-paragraph 1.					
RNG. 11 should read RNG. 116					



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: The Cloudveil
Physical Address: 112 Center Street, 165 E. Deloney Avenue
Lot, Subdivision: LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 PIDN: 22-41-16-27-3-15-001
LOTS 8-9, BLK. 1, VAN VLECK -2 22-41-16-27-3-14-002

PROPERTY OWNER.

Name: CCC's Center Street, LLC Phone: 307-733-4733
Mailing Address: PO Box 844, Jackson, WY ZIP: 83001
E-mail: jim@crystalcreekcapital.com

APPLICANT/AGENT.

Name: CCC's Center Street, LLC Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit	Physical Development	Interpretations
☐ Basic Use	☐ Sketch Plan	☐ Formal Interpretation
☐ Conditional Use	☐ Development Plan	☐ Zoning Compliance Verification
☐ Special Use	☐ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	☐ LDR Text Amendment
☐ Administrative Adjustment	☐ Subdivision Plat	☐ Map Amendment
☐ Variance	☐ Boundary Adjustment (replat)	Miscellaneous
☐ Beneficial Use Determination	☒ Boundary Adjustment (no plat)	☐ Other: _____
☐ Appeal of an Admin. Decision	☐ Development Option Plan	☐ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: B19-0128 Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

N/A **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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

Signature of Property Owner or Authorized Applicant/Agent

Name Printed

Date

Title

2/19/21

President

Crystal Creek Capital Real Estate Advisors, LLC

P.O. Box 844 | 275 Veronica Lane, Suite 300 | Jackson, Wyoming 83001 | Telephone 307-733-4733

February 22, 2021

Paul Anthony, Town of Jackson Planning Director
PO Box 1687 / 150 East Pearl Avenue
Jackson, WY 83001
panthony@jacksonwy.gov
(307)733-0440

RE: Partial Vacation Without Replat: 112 Center Street, 165 E. Deloney Avenue

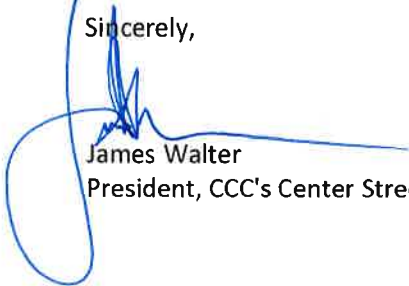
Dear Mr. Anthony,

Per our recent correspondence, The Cloudveil is nearing completion and the two contiguous lots must be combined in accordance with the requirements of Wyoming Statute Sec 18-5-306, any other applicable State requirement and Building Code requirement of Sec. 8.2.13.C.5.

As the owner of The Cloudveil, CCC's Center Street, LLC is requesting the Town of Jackson Council acknowledgement for a lot combination of 112 Center Street known as LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 116 and 165 E Deloney known as LOTS 8-9, BLK. 1, VAN VLECK -2. Exhibit A is included as a visual description for the lot combination. Plats 01088 and 0144 are included for reference.

CCC's Center Street, LLC respectfully requests to schedule this item on the March 16, 2021 agenda as we anticipate applying for Certificate of Occupancy the first week of March.

Sincerely,



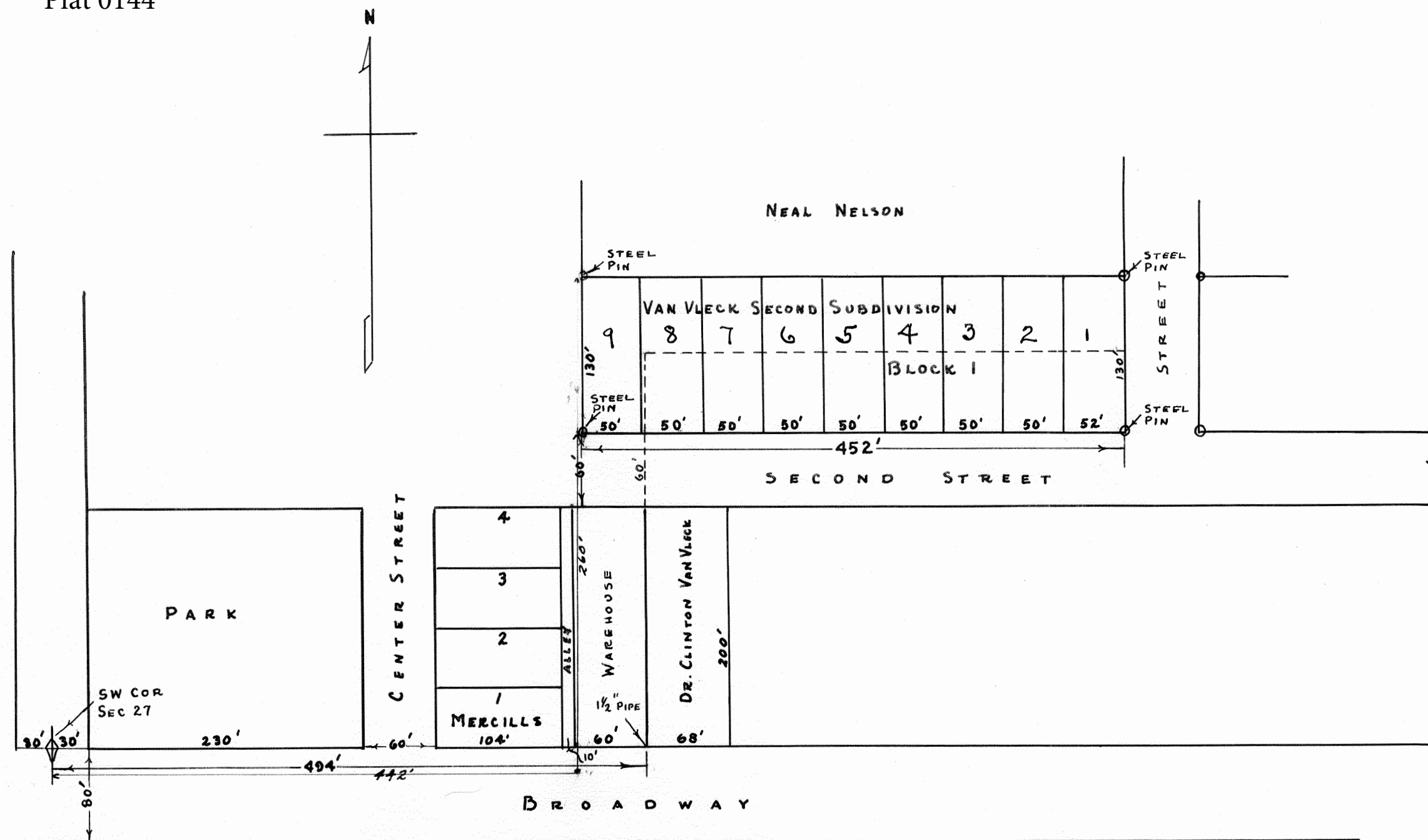
James Walter
President, CCC's Center Street, LLC

The Cloudveil Partial Vacation Exhibit A



Highlighted property
boundaries to be
vacated

Plat 0144



PLAT OF
VAN VLECK
SECOND SUBDIVISION

SCALE: 1" = 100'
SURVEYED BY:
GUY N. BUSH
JACKSON, WYOMING

DEDICATION

STATE OF WYOMING }
COUNTY OF TETON } SS

THE SUBDIVISION OF A TRACT OF LAND AS SHOWN HEREON BOUNDED AS FOLLOWS; BEGINNING AT SW CORNER OF THE TRACT OF LAND TO BE SUBDIVIDED. THIS CORNER NO. 1 IS 442 FT. EAST AND 260 FT. NORTH OF THE SW CORNER OF SECTION 27, T41 N., R116 W AND THE PLACE OF BEGINNING, THENCE NORTH 130 FT. TO CORNER NO. 2, THENCE EAST 452 FT. AND RUNNING PARALLEL WITH THE SECTION LINE OF 27 AND 34, TO CORNER NO. 3, THENCE SOUTH 130 FT. TO CORNER NO. 4, THENCE WEST 452 FT. TO CORNER NO. 1 AND PLACE OF BEGINNING AND CONTAINING 1.34 ACRES MORE OR LESS AND LYING WHOLLY WITHIN SW 1/4 OF SW 1/4 OF SECTION 27, T41 N., R116 W OF 6 P.M., AS APPEARS ON THIS PLAT. THE AFORESAID TRACT IS IN THE CITY LIMITS OF JACKSON, WYOMING, AND WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED, OWNER AND PROPRIETOR, AND THE STREET AND ALLEY, AS HEREON SHOWN ARE HEREBY DEDICATED TO PUBLIC USE IN FREE SIMPLE.

C. R. Van Vleck.
C R VAN VLECK

STATE OF WYOMING }
COUNTY OF TETON } SS

ON THIS 19th DAY OF Nov, 1955, BEFORE ME PERSONALLY
APPEARED C.R. VAN VLECK, TO ME KNOWN TO BE THE PERSON
DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRU-
MENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS
HIS OWN FREE ACT AND DEED, INCLUDING RELEASE AND
WAIVER OF THE RIGHT OF HOMESTEAD, THE SAID, C.R. VAN VLECK
HAVING BEEN BY ME FULLY APPRAISED OF HIS RIGHT AND
OF THE EFFECT OF SIGNING AND ACKNOWLEDGING THE
SAID INSTRUMENT. GIVEN UNDER Grace H. Smock NOTARIAL SEAL
THIS 19th DAY OF Nov, 1955
MY COMMISSION EXPIRES ON THE 23rd DAY OF June, 1958

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON,
STATE OF WYOMING, THIS 19TH DAY OF Nov., 1955

~~CLERK.~~
TOWN CLERK.

STATE OF WYOMING } ss
COUNTY OF TETON }

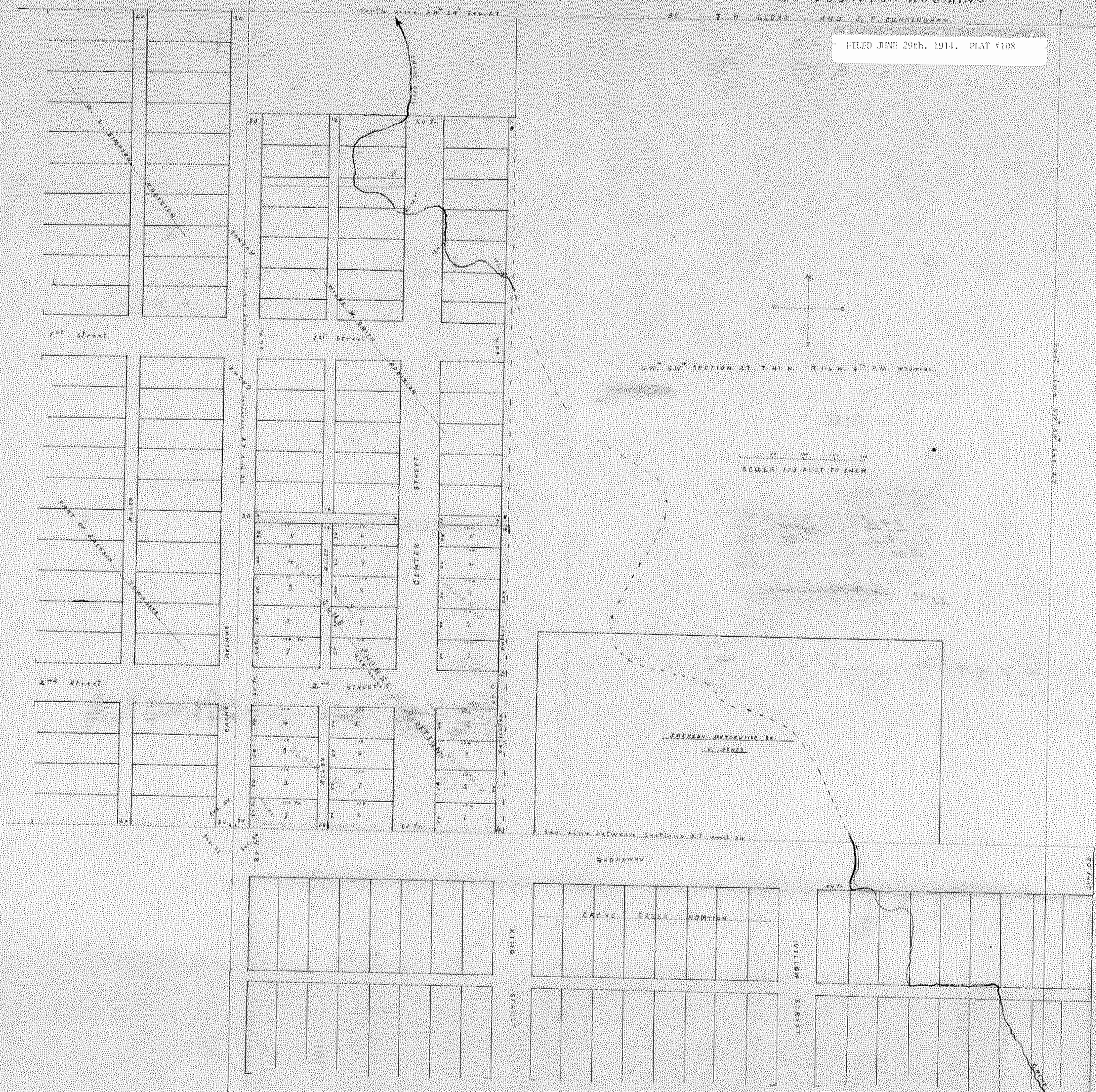
NO. 55367 -

FILED FOR RECORD IN MY OFFICE THIS 19th DAY OF Nov, 1955
 11:45 O'CLOCK AM, AND RECORDED AS PLAT. NO. 144.
 FEE \$ 25.00 - Paid. Grace J. Smith

COUNTY CLERK AND EX-OFFICIO
REGISTER OF DEEDS

"CLUB HOUSE" ADDITION TO JACKSON, LINCOLN COUNTY WYOMING

FILED JUNE 29th, 1914. PLAT #108

CLUB HOUSE ADDITION
TO JACKSON

STATE OF WYOMING ss. I, T. H. Lloyd and J. P. Cunningham of Jackson Lincoln Co. Wyoming deposes and says that the above plat of the Club House Addition to the Town of Jackson Wyoming as appears above and described as follows. Beginning 50 feet East of the S. W. corner of Sec. 27 T. 41 N. R. 114 W. 4th P.M. Wyoming. Thence North 440 feet. Thence West 412 feet. Thence South 440 feet to place of beginning. And containing 4.00 acres ± with the free consent, And in accordance with the desires of the undersigned. And that we do hereby dedicate to public use the streets and alleys in fee simple of such portions of the premises as plotted and within the above described boundary limits.

T. H. Lloyd
J. P. Cunningham

STATE OF WYOMING ss. I, O. E. Williams of Jackson Wyoming hereby certify that the above plat of the Club House Addition and in the S.W. 1/4 Sec. 27 T. 41 N. R. 114 W. 4th P.M. Wyoming was made from notes taken during an actual survey made by me on May 11th 1912. And that it shows correctly the 4 blocks and 27 lots. Together with the streets and alleys. And in accordance with the wishes of T. H. Lloyd and J. P. Cunningham of Jackson Wyoming.

O. E. Williams

Surveyor No. 122

I, Clara P. Van Ouch, a U.S. Commissioner in and for the District of Wyoming, do hereby certify that the foregoing was signed and subscribed to before me this 14th day of June, 1913.

Clara P. Van Ouch

PARTIAL VACATION WITHOUT REPLAT / LOT COMBINATION TO THE TOWN OF JACKSON

Parcel 1: LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 11

and

Parcel 2: LOTS 8-9, BLK. 1, VAN VLECK -2

WHEREAS, the Town of Jackson Council has previously approved a Final Development Plan (P17-213) and Building Permit (B19-0128) for the mixed-use redevelopment on 112 Center Street and 165 East Deloney Avenue, and

WHEREAS, having determined that the proposed partial vacation / lot combination does not abridge or destroy any rights and privileges of other proprietors in said plat; and

WHEREAS, the partial vacation without replat / lot combination is acknowledged by all affected parties and approved by the Town Council, and

WHEREAS, the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time, and

WHEREAS, CCC's Center Street, LLC has prepared the required application and this instrument of documentation.

NOW, THEREFORE, BE IT ACKNOWLEDGED that the Town of Jackson Council hereby requests the Teton County Clerk to make the appropriate annotations on Plat 0108 and 0144 referencing the partially vacated plat boundary lines for the lot combination of Parcel 1: with a PIDN of 22-41-16-27-3-15-001 and location known as LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 11 and Parcel 2: with a PIN of 22-41-16-27-3-14-002 and location known as LOTS 8-9, BLK. 1, VAN VLECK -2 as further described below, and that the County Clerk also make reference on said plat and map to the volume and page in which this required instrument of partial vacation without replat is recorded:

1. Eliminate the boundary line between the two Parcels:
Parcel 1: with a PIDN of 22-41-16-27-3-15-001 and location known as LOTS 2-3-4-5, BLK. 3, CLUBHOUSE, PT SW1/4, SW1/4, SEC. 27, TWP. 41, RNG. 11 (112 Center Street) and
Parcel 2: with a PIDN of 22-41-16-27-3-14-002 and location known as LOTS 8-9, BLK. 1, VAN VLECK -2 (165 East Deloney Avenue)
2. The 2 subject lots shall be combined into one lot consisting of 1.08 acres.

FURTHER, all of the above is in accordance with the requirements of Wyoming Statute Sec 18-5-306, any other applicable State requirement and Building Code requirement of Sec. 8.2.13.C.5 Amendments of Permits or Approvals, paragraph C.5 Subdivision Plat Amendment/ Partial Vacation Without Replat, and it is expressly permitted by said regulations.

OWNER ACKNOWLEDGEMENT

(SIGNATURE)
CCC's Center Street, LLC Representative

(PRINT NAME) (TITLE)
CCC's Center Street Representative

STATE OF WYOMING)
) SS.
County of Teton)

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 2021.

Notary Public

My commission expires

Witness my hand and official seal.

TOWN OF JACKSON ACKNOWLEDGEMENT

(SIGNATURE)
Hailey Morton-Levinson, Mayor
Town of Jackson

STATE OF WYOMING)
) SS.
County of Teton)

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 2021.

Notary Public

My commission expires

Witness my hand and official seal.

STAFF REPORT



Meeting Date:	3/15/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Application for Restaurant Liquor License – Pizzeria Caldera LLC	Public Comment:	Yes, public hearing for protests

Purpose & Policy Considerations.

Consideration of an application for a new 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.

To consider statutory findings for approving and issuing a new restaurant liquor license.

Recommendations.

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

Background.

On February 25, the town clerk received an application for a restaurant liquor license by Pizzeria Caldera LLC.

Pizzeria Caldera currently holds a restaurant liquor license that will expire March 31, 2021. Mr. Hansen did not renew this license because he did not have a lease that would be valid for renewal. Mr. Hansen recently secured an extended lease; however, it is too close to the expiration date for the license to be renewed. Wyoming Statute requires a public hearing for renewal at least 30-days before expiration plus another 10-days for noticing and state certification.

Since it was too late to go through the renewal process, Mr. Hansen submitted this application for a new license that would begin April 1st, allowing for seamless liquor license coverage.

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.

Analysis.

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

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

- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

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, 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 temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Fiscal Impact.

Upon approval, the license fee of \$1500 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 3 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.

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 application and issuance of a restaurant liquor license to Pizzeria Caldera LLC for the license year beginning April 1, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the condition of approval have 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.

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: \$ <u>1500.00</u>	Local License #	
# mths <u>12</u>	Prorated Fee: \$	Date filed with clerk: <u>2/25/2021</u>	
	Transfer Fee: \$	Advertising Dates: (2 Weeks) <u>3/3</u> & <u>3/10</u>	
	Publishing Fee: \$ <u>100.00</u>	Hearing Date: <u>3 / 15 / 2021</u>	
License Term: <u>4</u> / <u>1</u> / <u>2021</u> through <u>3</u> / <u>31</u> / <u>2022</u>	Month Day Year	Month Day Year	

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

Applicant: CHRISTOPHER R. HANSEN PIZZERIA CALDERA, LLC

Trade/Business Name (dba): PIZZERIA CALDERA, LLC

Building to be licensed/Building Address: 20 WEST BROADWAY
Number & Street

JACKSON WY 83001 TETON
City State Zip County

Mailing Address: P.O. Box 2771 JACKSON WY 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 201-1472 Fax Number: () NA

E-Mail Address: fire@pizzeriacaldera.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
E 1/2 LOT 2, BLK 1, WORT-1; COMMERCIAL

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: _____		☒ 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: ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT
---	--	--

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

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

If not full time, specify:

Months of Operation from _____ to _____	Days of Week (e.g. Mon through Saturday) from <u>MON</u> to <u>SUN</u>	Hours of Operation (e.g. 10am to 2am) from <u>11am</u> to <u>9:30pm</u>
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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 3/31/22, located on page 1 paragraph 1 of lease. latest lease extension.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 1 of lease. amendment (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.) of original lease. (p7)

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?
CHRISTOPHER R. HANSEN				10	100	YES ☐ NO ☒	YES ☒ NO ☐
MIGA ROSSETTI				10	100	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)

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): 6' x 6' ROOM ON EAST WALL
BETWEEN KITCHEN & DINING AREA.

(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 ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF Teton) SS.

Signed and sworn to before me on this 25 day of February, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Christopher R. Hansen</u> (Signature)	<u>CHRISTOPHER R. HANSEN</u> (Printed Name)	<u>OWNER</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ 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:



(SEAL)

Karen M. Fox
Signature of Notary Public

My commission expires: Nov 21, 2021



LETTER FROM APPLICANT /

PLAN OF OPERATIONS

February 24, 2021

To Whom it May Concern:

This application for a new restaurant liquor license is a formality due to missing the renewal period of our previous liquor license. We missed the renewal period as we did not have a lease taking us through the end of the next liquor license period. We have now secured an extension to our existing lease through March 31, 2022.

All information regarding the business and dispensing of alcohol remains the same as it has for the past decade. Briefly, we are open year-round for lunch and dinner seven days per week (or sometimes less based on off-season hours). We provide counter service during the day (11am - 4pm), wherein customers place their orders at the front counter; and table service at night (4pm - 9:30pm) wherein customers' orders are taken table-side. In both models alcohol is dispensed in the designated pouring room and delivered to customers at their table. During the summer months we also serve food and alcohol on our outside, upstairs deck. This deck is fully isolated from the public and there is no access to this deck from the first floor, without going through the restaurant, or by any adjacent building.

Attached please find all necessary items for application of the liquor license:

- Original, signed, notarized application
- Original, signed, notarized Affidavit of Authorization/Affidavit of Understanding
- P&L for 2020 indicating financial stability
- Original lease, amendment allowing the serving of alcohol, lease extension for 2016 and lease extension for 2021
- Floorplan indicating the location of the dispensing room
- Copy of valid food-service permit
- Copy of printed menu

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002
EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES**

Retail Food

ACCOUNT # 2989

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

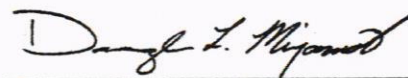
Issued to:

**PIZZERIA CALDERA
20 W BROADWAY
JACKSON, WY 83001**

EXPIRATION DATE:

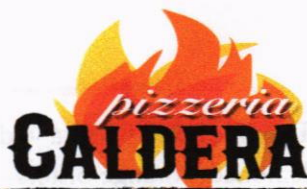
12/13/2021

**PIZZERIA CALDERA LLC
PIZZERIA CALDERA LLC
PO BOX 2771
JACKSON, WY 83001**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**



INSALATA

Mista mixed greens, sunflower seeds, shaved carrot, Wonderful Wyoming honey apple-cider vinaigrette	\$8
Arugula shaved parmesan, lemon vinaigrette	\$8
Caldera Caesar romaine, shaved parmesan, croutons	\$9
Grande mixed greens, artichoke, shaved carrot, olives, tomato, croutons, Italian tuna, lemon vinaigrette	\$13
*add Italian tuna in olive oil to any salad above	\$6
*add any pizza toppings from below	\$1-\$3

PICCOLO

Burrata Caprese burrata, baguette slices, greens, tomato, prosciutto, olive oil, balsamic reduction	\$13
Stuffed Mushrooms spinach, pork sausage and parmesan, with paprika aioli	\$10
Garlic bread herb butter, garlic & marinara sauce add mozzarella	\$7 \$8
Soup di Giorno ask your server	\$7
Lunch Special 11-4 pm slice side salad	\$8

PASTA

Pasta Marinara penne with tomato basil sauce, shaved parmesan / add house-made sausage	\$13 / \$16
Pasta Tartufo penne with white sauce, mushrooms, spinach, truffle oil, shaved parmesan	\$15
Mac n Cheese shells with cheddar, mozzarella, parmesan, cream with bread crumbs	\$13

PIZZE

Napoletana-style 12" pies

Margherita tomato sauce, fresh mozzarella, olive oil, fresh basil	\$14
Burrata Margherita tomato sauce, burrata, prosciutto, garlic, olive oil, fresh basil	\$17
Pepperoni tomato sauce, mozzarella, pepperoni	\$15
Milodon tomato sauce, mozzarella, spinach, mushrooms, artichoke hearts, roasted garlic	\$16
Rucola tomato sauce, mozzarella, prosciutto, artichoke hearts, tomatoes, fresh arugula, shaved parmesan	\$17
Bisonte tomato sauce, mozzarella, house-made bison sausage, yellow peppers, red onion, fresh sage	\$18
Funghi white sauce, fresh mozzarella, mushrooms, truffle oil, cracked black pepper, fresh arugula	\$16
Mediterraneo tomato sauce, mozzarella, tomato, feta, artichoke hearts, kalamata olive, oregano	\$16
Porcellino tomato sauce, mozzarella, house-made pork sausage, applewood-smoked bacon, mushrooms, spinach, roasted garlic, fresh sage	\$18
Pera Cipolle white sauce, mozzarella, red onion, Anjou pear, applewood bacon, gorgonzola, balsamic reduction	\$16
Elk Piccante garlicky tomato sauce, mozzarella, house-made elk sausage, fresh mozzarella, red onion, Mama Lil's mildly spicy Goat Horn peppers, fresh basil	\$18
Build your own 12" start with Cheese pizza , tomato sauce, mozzarella	\$13

Add to any pizza

\$1 per item

extra mozz, mushroom, red onion, tomato, kalamata olives, pineapple, roasted garlic, fresh garlic, basil, parsley, sage

\$2 per item

fresh mozz, shaved parmesan, gorgonzola, artichoke hearts, pepperoni, pork sausage, bacon, Mama Lil's peppers, Anjou pear

\$3 per item

burrata, prosciutto, anchovies, Italian tuna, sopressata, bison sausage, elk sausage

***Venice Bakery gluten-friendly crust, add \$3.50 * We can not guarantee 100% gluten-free pizza.**

***Caesar dressing contains raw eggs. Consumption of raw eggs may increase your risk of food-borne illness.**

Happy Hour 4 - 5 pm. No separate checks. One special offer per visit, please. 18% gratuity may be added to your bill.

BAMBINI \$11

11 and under

1 item + milk, apple juice or soda

Cheese 8" pizza

Pepperoni 8" pizza

Pasta with butter and oil

Pasta with red sauce and parmesan

BEVANDE

Fountain drinks

glass / pitcher \$2.50 / \$9

Pepsi, Diet Pepsi, Root Beer,

7up, Dr. Pepper, Lemonade, Iced Tea

Italian Soda

\$4

Raspberry, Peach or

Blood Orange Lemonade

(with or without cream)

Bottled Drinks

\$3

Apple juice, Bundaberg ginger beer,

San Pellegrino Limonata, San Pellegrino

Prickly Pear, Organic Chocolate milk

San Pellegrino frizzante .5 liter

\$4

Whole Milk

\$3

Hot Tea

\$3

Hot Chocolate, whipped cream

\$3

Individually brewed Coffee

\$3

Espresso

\$3

Cappuccino or Latte

\$5

DOLCE

Tiramisu

\$9

The original Italian "pick me up"

Skillet Cookie

\$9

Fresh baked skillet cookie with ice cream. Ask for current flavors

Chocolate Lava Cake

\$9

With vanilla ice cream, baked fresh to order. Allow 15 minutes.

Root Beer Float

\$7

Ice cream Ask for current flavors

\$6

LIBATIONS

Doc Holiday Svedka vodka, local Dustcutter huckleberry

\$10

lemonade, orange bitters

Sage Grey JH Stillworks Gin, Roses lime, tonic, fresh sage

\$12

Calderita Lunazul 100% agave tequila, lime juice, cane sugar

\$10

Gino's Perfect Manhattan Colter's Run Bourbon,

\$12

sweet & dry vermouth, BadaBing cherry, on the rocks or up

Teton Mule Grand Teton Vodka, Bundaberg ginger beer, lime

\$12

Cowboy Mule Dickel whiskey, Bundaberg ginger beer, lime

\$10

The Spritz Prosecco, Aperol, soda water, lemon

\$12

Hot Peach Toddy Dickel Tennessee whiskey, peach torani, lemon

\$10

VINO

The Perfect Pizza wine

Cantine Federiciane Gragnano, Italy. Red, Chilled & Frizante

\$34

Bianco & Rose

glass / half carafe / bottle

Barefoot house Pinot Grigio, California

\$8 \$20

Chateau Souverain Sauvignon Blanc, California

\$10 \$34

Simi Sonoma County Chardonnay, California

\$12 \$39

The Palm Rose, by Whispering Angel, California

\$12 \$39

Ruffino Prosecco 187 ml split, Italy

\$10

Rosso

glass / half carafe / bottle

Placido house Chianti, Italy

\$8 \$20

Alta Vista Classic Malbec, Argentina

\$9 \$30

Chateau St Michelle Cabernet Sauvignon, Washington

\$12 \$38

Fleur de Carneros Pinot Noir, California

\$12 \$38

Ruffino Riserva Ducale Chianti Classico, Italy

\$49

Zaccagnini Montepulciano d'Abruzzo, Italy

\$48

BIRRA

Wind River Blonde Ale, 5%, 25 IBUs

\$6 \$22

Snake River RollingThunder Dortmunder 4.9%, 20 IBUs

\$6 \$22

Grand Teton Amber Ale, 4.7%, 20 IBUs

\$6 \$22

Grand Teton Dream Catcher IPA 6.5%, 62 IBUs

\$6 \$22

Bottles and Cans

Budweiser, Coors Light, Bud Light

\$5

White Claw

\$6

Stella Artois Lager

\$6

Widmer Omission gluten-free Pale Ale

\$6

BlueMoon Weiss beer

\$6

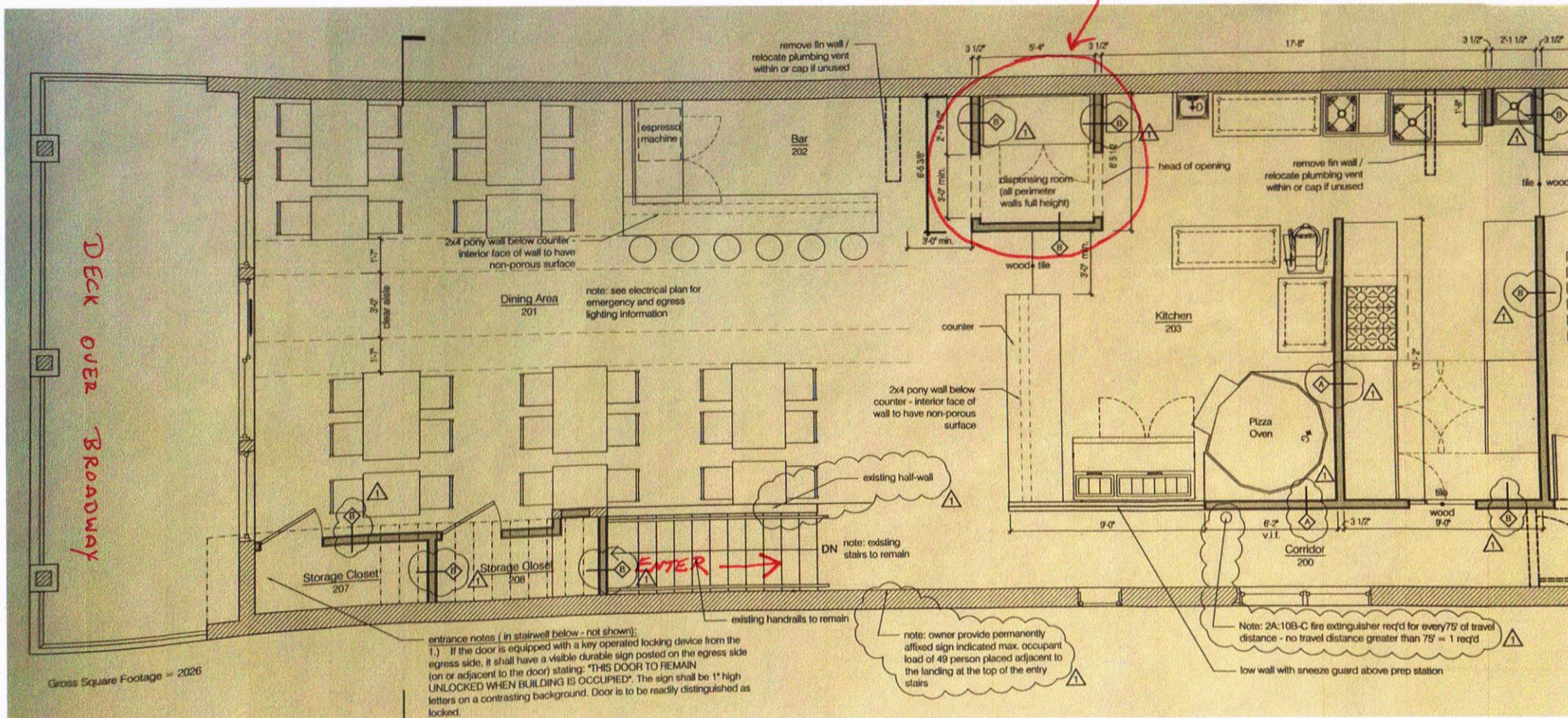
Stiegle Radler grapefruit lager

\$8

Kaliber non-alcoholic

\$5

Dispensing Room



Lease Extension 20 West Broadway

This Lease extension is entered into by **Blue Jay Corporation** as Landlord and **Pizzeria Caldera, LLC** as Tenant and is effective as of the date last signed below (the "Effective Date").

Recitals

- a. Landlord and Tenant entered into a commercial lease agreement with an effective date of June 23, 2011 (the "Lease").
- b. The Lease is for a portion of the property owned by Landlord located at 20 West Broadway, Jackson, WY 83001 (the "Leased Premises") as further defined in the Lease.
- c. The Lease's basic term was June 23, 2011 through March 31, 2016 and granted Tenant the option to extend the term for one 5-year period.
- d. Tenant exercised its right to extend the Lease term which extended the term of the Lease to an end date of March 31, 2021.
- e. Landlord and Tenant desire to extend the Lease by an additional year with an end date of March 31, 2022.

Now, therefore, in consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1. **Term.** The Lease shall continue in effect from March 31, 2021 to noon MST on March 31, 2022.
2. **Non-Assignment.** This Lease Extension is personal to Tenant and may not be assigned, mortgaged, transferred, or otherwise encumbered or hypothecated in any fashion.
3. **Movable and Removable Trade Fixtures.** The attached schedule of movable and removable equipment are trade fixtures which Tenant owns and shall be removable by it at the end of the lease, excepting the Woodstone oven, which can be purchased by the Landlord for \$7,500. As set forth in the Lease, all of Tenant's attached equipment, improvements and installations are property of the Landlord.
4. **No Effect on Other Provisions of Lease.** All other provisions of the Lease not in conflict with the terms of this Amendment shall remain in full force and effect.

Landlord

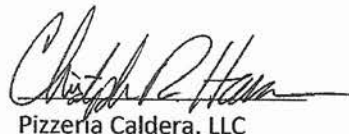


Blue Jay Corporation

By: Jaafar Darwiche, President

Dated: 2/26/2021

Tenant



Pizzeria Caldera, LLC

Christopher R. Hansen, Sole Member

Dated: 2/24/21

Lease Termination Agreement

Page 1 of 2

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 **Pizzeria Caldera LLC**

Filing ID **2016-000731327**

Type	Trademark	Status	Active
------	-----------	--------	--------

General Information

Old Name	Sub Status	Current
Fictitious Name	Standing - Tax	Good
	Standing - RA	Good
Sub Type	Standing - Other	Good
Formed in	Filing Date	11/01/2016 1:38 PM
Term of Duration	Expires	
	Delayed Effective Date	
	Inactive Date	

Principal Address

Mailing Address

PO Box 2771
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Applicant	Pizzeria Caldera LLC 20 West Broadway

Notes

Date	Recorded By	Note
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Annual Report History

Num	Status	Date	Year	Tax
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Amendment History

ID	Description	Date
See Filing ID	Initial Filing	11/01/2016

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:

CHRISTOPHER ROBERT HANSEN
Legal Name: First Name Full Middle Name Last Name

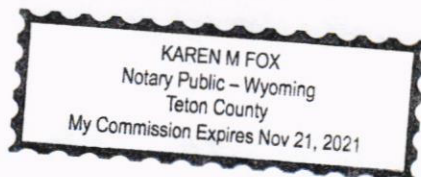
Date of Birth: [REDACTED] Driver License: WY [REDACTED]
State / Number

Christopher R. Hansen
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 25 day of February, 2021.

(SEAL)



Karen M. Fox
Notary Public or officer authorized to administer oaths

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council Evening Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Octane Addictions Freestyle Show	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of services of Town personnel, and exemption from Town of Jackson Municipal Code on behalf of the Town of Jackson.

During the Special Town Council Workshop held on February 23, 2021 a special event policy was adopted for considerations during the COVID-19 pandemic. The applicant has indicated that, depending on which risk category we are in during the event they would adjust their spectator numbers accordingly. The applicant is working with the Teton County Health Department and Town of Jackson staff to ensure that the event will have COVID-19 mitigation plans in place during the event. The applicant will need to adhere to any Town policies as well as any Statewide or Local Health Orders in effect that are in place at the time of their event.

Historically, this event, which takes place at the Teton County Rodeo Arena, has coincided with the timing of Snow Devil's World Championship Hill Climb; however, it is a separate event which is produced by a different organization (OA Productions). The applicant has indicated that approximately 750 - 1,000 spectators have attended this event in previous years. The Teton County Fair Manager has indicated that the space for this special event would be able to accommodate approximately 2,500 individuals with 6 feet of space per person. The current Statewide Health Order addressing group gatherings for an outdoor event would allow up to 2,000 people or 50% of venue capacity. The applicant has indicated that they would be willing and able to limit attendance numbers to 1,000 people if the Town Council would consider this number. The applicant's first preference would be a request to allow up to 1,000 spectators, but understands that Council may reduce this number. At the time of this report Teton County has entered the Yellow (LOW) risk level and the most recent continuance of Statewide Health Order #2 authorizes gatherings for certain outdoor events for up to 2,000 people or 50% of venue capacity, with conditions. The applicant also understands that if the Teton County Risk Level were to change from Yellow to Orange at the time of the event that spectators would be limited to no more than 500 people.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by OA Promotions for the Octane Addictions Freestyle Show.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The applicant, OA Promotions, requests permission to host the Octane Addictions Freestyle Show on Saturday, March 27, 2021 from 6:00pm until 9:00pm in the Teton County Rodeo Arena. This event consists of

snowmobiles performing aerial maneuvers and other tricks. OA Promotions is a for-profit organization; however, proceeds from ticket sales help raise money for the non-profit “Chase a Dream Foundation.” Typically an event taking place in the Teton County Rodeo Arena would not require a special event permit; however, the Chief of Police has requested the applicant have Jackson Police present at the event. In addition, the applicant has requested the use of amplified sound for the duration of this event.

This event was cancelled last year due to the on-set of the COVID-19 pandemic, but the requests remain the same as to the approvals which were granted in previous years. The differences this year include the implementation of a COVID-19 mitigation operating plan, and an operational review conducted by all Town and Joint departments including the Teton County Health Department.

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

- Police Officers to patrol the event
- Permission for amplified sound associated with the event

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event complies with state and local health orders as well as Town the special event policy with COVID-19 considerations.

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Residents and visitors have become accustomed to high-quality social, cultural, and recreational services. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Direct income: The Teton County Fair Grounds has indicated that direct income from the event is approximately \$1,100 for the arena rental and use of lights.

Costs to the Parks and Recreation include approximately 8 hours of staff time and equipment use for a cost of \$750. This includes administrative meetings, early removal of ice rink and potential less attention to snow removal service levels around town if there is an abundance of snow between March 15 and March 25.

Costs to the Police Department include on-duty for event presence. The Police Department is planning on having two on-duty foot patrol officers that are assigned to the Hill Climb to also cover this event.

Staff Impact.

Police and Parks and Recreation personnel will be impacted prior to and during the event as described above.

Conditions and Restrictions.

If approved, staff recommends the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant will follow the guidelines set forth by the Teton County Health Department in efforts to mitigate the potential spread of COVID-19 including, but not limited to, the requirement of face coverings, pedestrian traffic flow patterns that allow for 6 feet of social distancing, requirements for symptoms screening, COVID-19 cleaning protocols, and COVID-19 information dissemination to the participants and spectators.
4. The applicant shall abide by the Town of Jackson special event policy for COVID-19 considerations.
5. The promoter shall pay for any police services that the Police Chief deems necessary at least seven business days prior to the event.
6. The applicant shall abide by any recommendations from the Police Department with regard to police presence at the event.
7. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
8. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
9. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2). A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
10. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
11. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
12. Security will search spectators' bags at all entry points to assure that no outside alcohol is brought onsite.
13. All exits must be clearly visible and include exit signs.
14. If the applicant wishes to display temporary signs they must submit a temporary sign permit application to the Town of Jackson's Planning Department.

Attachments or Links.

Special Event application
Town of Jackson Special Event Policy with COVID-19 Considerations
Statewide Health Order #2 regarding group gatherings

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

I move to approve the special event application made by OA Productions for the 2021 Octane Addictions Freestyle Show with an attendance limit within the venue at any given time of _____ spectators, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Octane Addictions Freestyle show

Name of Organization: OA Promtions

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

Mailing Address: 7108 Niehenke ave

City: Billings State: Mt Zip Code: 59101

Name of Person Completing Application: Tyler Johnson

Email Address: octaneaddictions@hotmail.com

Work Phone: 4068610288 Cell Phone: 4068610288

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: Snowmobile freestyle show

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

Snowmobiles doing tricks and to help raise money for the chase a dream foundation

Location of Event: fairgrounds Alternative Location: _____

Date(s) of Event: March 27 Event Operating Hours: 6pm

Event Set Up Begins Date: March 26, 2021 Time: 12am

Event Clean Up Ends Date: March 28, 2021 Time: 8am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 750 Total Event: 750

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Tanya Moen Cell Phone: 406.5816386

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: snowmobiles doing tricks for a crowd

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: ⁶ _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: _____

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

Restroom Company: Macies

Restroom Drop off / Pick Up Date for Drop Off: march 26 Time for Drop Off: 1pm

Date for Pick Up: march 28 Time for Pick Up: 1pm

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: tj

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: tj

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: tj

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: tj

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: tj

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Tyler Johnson
Printed Name

DATE: 03/02/2021

TITLE: President

Town of Jackson Special Event Policy with COVID-19 Considerations

This special event policy takes into consideration Teton County's 5 COVID-19 Risk Levels (Critical, High, Moderate, Low, and New Normal) as well as the Center for Disease Control's evaluation of group gatherings in four levels of risk (Lowest Risk, More Risk, Higher Risk, and Highest Risk). This policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.

This possible special event policy with COVID-19 consideration states the following:

1. Virtual and drive-by/drive-in events will be allowed to take place on Town property during **Purple (Critical)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review and be approved by the Teton County Health Department.
2. Small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Red (High)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review and be approved by the Teton County Health Department.
3. Medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Orange (Moderate)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review and be approved by the Teton County Health Department.
4. Large-sized, medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Yellow (Low)** Risk Level as determined by the Teton County Health Department. These event plans must undergo review and be approved by the Teton County Health Department.
5. Large-sized, medium-sized, small-sized, virtual and drive-by/drive-in events will be allowed to operate on Town property during **Green (New Normal)** Risk Level without Teton County Health Department review and approval.
6. Definitions of event sizes and types:
 - a. Virtual, drive-by and drive-in events involve events held on-line and/or in a manner with little or no contact between people from different households. Lowest risk.
 - b. Small-sized events are gatherings of less than 100 people. More risk.
 - c. Medium-sized events are gatherings of 100 – 500. Higher risk.
 - d. Large-sized events are gatherings of more than 500 people where it is difficult for individuals to remain spaced at least 6 feet apart. Highest Risk.

Town of Jackson Special Event Policy with COVID-19 Considerations

	COVID RISK LEVEL				
	Green	Yellow	Orange	Red	Purple
Large-Sized Events Allowed (>500 people)	Yes	Yes	No	No	No
Medium- Sized Events Allowed (100 -500 people)	Yes	Yes	Yes	No	No
Small- Sized Events Allowed (<100 people)	Yes	Yes	Yes	Yes	No
Virtual And Drive-By/Drive-In Allowed	Yes	Yes	Yes	Yes	Yes
The policy does not apply to events exempt from Special Event permitting in accordance with Jackson Municipal Code § 12.28.040.D.					

**TWENTY-SECOND CONTINUATION, AND MODIFICATION, OF STATEWIDE
PUBLIC HEALTH ORDER #2: REGARDING GATHERINGS
OF MORE THAN FIFTY (50) PEOPLE**

In an effort to stop the spread of the coronavirus (COVID-19), the Wyoming Department of Health finds it necessary to protect the health of the public by modifying and continuing certain restrictions as outlined in this Order. Additionally, this Order implements measures in line with the White House unveiling, on April 16, 2020, of certain guidelines for Opening Up America Again - a three-phased approach beginning with State or Regional Gating Criteria and continuing through three phases of removing restrictions when there is no evidence of resurgence of the virus.

The metrics measuring outbreak progress and healthcare system capacity support the Wyoming Department of Health continuing the previous statewide public health orders through a measured and data-based approach (except Statewide Public Health Order #3 which will expire on February 28, 2021, and will not be renewed). As with previous statewide public health orders, this Order continues to authorize countywide variances to the restrictions within this Order, in the form of a Countywide Variance Order, if approved in writing by the County Health Officer and the State Health Officer.

This Order differs from the previous statewide public health order (Twenty-First Continuation), as it authorizes gatherings of 50 people or less, with exceptions, and this Order increases the maximum number of people allowed at certain indoor events (up to 1,000 people) and certain outdoor events (up to 2,000 people), with conditions. This Order also removes several requirements for events and event organizers/hosts. For instance, this Order removes the requirements that events and event organizers/hosts [described in paragraph 6 (pages 4-5)] encourage contactless payment, post signage reminding attendees not to enter if they have symptoms of COVID-19 and reminding attendees to stand at least 6 feet apart, and screen staff and participants prior to the event.

This Order is effective on March 1, 2021, and shall remain in effect through March 15, 2021, unless the Wyoming Department of Health revokes or extends this Order before March 15, 2021.

FINDINGS

1. COVID-19 was first detected in Wuhan, China in 2019, and since then has spread to over 60 countries including the United States. There are 45,801 confirmed cases of COVID-19 in Wyoming as of February 24, 2021, as well as the presence of community spread. It is expected that more cases will be diagnosed. There have been 671 deaths among Wyoming residents related to COVID-19.
2. COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus. Persons infected with COVID-19 may become symptomatic two to fourteen days after exposure. The symptoms of COVID-19 include fever, cough, and shortness of breath. In some cases, COVID-19 can result in severe disease including hospitalization, admission to an intensive care unit, and death, especially among older adults

and persons with serious underlying health conditions. New information about the implications of this virus is ongoing.

3. The World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020.
4. On March 13, 2020, the President of the United States declared a national emergency concerning the coronavirus, specifically stating that, in "December 2019 a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that has now spread globally [...] The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. [...] Additional measures [...] are needed to successfully contain and combat the virus in the United States."
5. On March 13, 2020, Wyoming Governor Mark Gordon declared a State of Emergency and Public Health Emergency in the State of Wyoming, stating that on March 11, 2020, an individual within the State of Wyoming tested presumptive positive for COVID-19 and the State of Wyoming is experiencing a public health emergency in response to the evolving COVID-19 outbreak.
6. Governor Gordon's Declaration of a State of Emergency and Public Health Emergency directs the Wyoming Department of Health to take all appropriate and necessary actions, and that in the judgment of the Director of the Wyoming Department of Health, any actions necessary should be taken to provide aid to those locations where there is a threat or danger to public health, safety, and welfare.
7. A significant number of Wyoming citizens are at risk of serious health complications, including death, from COVID-19. Although most individuals who contract COVID-19 do not become seriously ill, people with mild symptoms, and even asymptomatic persons with COVID-19, place other vulnerable members of the public at significant risk.
8. A large number of persons with serious infections may compromise the ability of healthcare systems in Wyoming to deliver the necessary healthcare to the public.
9. Wyoming Statute § 35-1-240(a)(i), (ii), (iii), and (iv) provides all the rights and powers for the Wyoming Department of Health, through the State Health Officer, Dr. Alexia Harrist, MD, PhD, or under her directive through other employees of the Wyoming Department of Health, to control the causes of communicable disease; and to forbid gatherings of people when necessary to protect public health.
10. In addition to the above findings, stopping the spread of COVID-19 includes washing your hands often, practicing social distancing by avoiding close contact with others, staying at least six feet away from someone who is ill or showing signs of illness, avoiding touching your face, eyes, nose and mouth, covering your cough or sneeze into your elbow or by using a tissue, and by wearing a face covering when in public.

ORDER

1. As used in this order "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers the nose and mouth and surrounding areas of the lower face.
2. Gatherings of more than fifty (50) people are prohibited in order to help stop the spread of COVID-19 and protect the health of the public.
3. "Gatherings" are any planned or spontaneous event, public or private, bringing together, or likely bringing together, more than fifty (50) people in a single room or a single confined space (whether indoor or outdoor) at the same time.
4. If a business or other entity (child care facility, K-12 school, college, university, and trade school) is governed by statewide public health order #1, the restrictions in that order govern those businesses or entities unless otherwise specifically noted herein.
5. Gatherings at the following are exempted from this Order:
 - a. Hotels and motels for lodging purposes;
 - b. Livestock auctions;
 - c. Groups of workers being transported to a location for their jobs;
 - d. Government business, military and National Guard facilities, law enforcement, jails, secure treatment centers, and correctional facilities, including any facility operated by the Wyoming Department of Corrections, and any facility used to respond to natural disasters or public health emergencies;
 - e. Federal, State, and local government facilities, including government service centers;
 - f. Relief facilities, including food pantries and shelter facilities;
 - g. Residential buildings, excluding individual household residences;
 - h. Grocery stores, markets, convenience stores, pharmacies, drug stores;
 - i. Truck stops, gas stations, and auto-repair facilities;
 - j. Retail or business establishments, where more than fifty (50) people may be present but are generally not within six (6) feet of one another;
 - k. Healthcare facilities, including hospitals, medical facilities, home health agencies, personal care agencies, hospices, adult family homes, mental health centers, and pharmacies;
 - l. Alcohol and drug treatment centers;

- m. Long-term care and assisted living facilities, including nursing homes and assisted living facilities, as long as the facility complies with guidance and directives from the CDC, the Wyoming Department of Health, and appropriate licensing and regulatory agencies;
 - n. Religious or faith based organizations and funeral homes; and
 - o. Parades.
6. Events not specifically identified by name or type within this Order may allow indoor gatherings of more than 50 people but no more than 25% of venue capacity with a maximum of 1,000 people. Events not specifically identified by name or type within this Order may allow outdoor gatherings of more than 50 people but no more than 50% of venue capacity with a maximum of 2,000 people. Events allowed under this paragraph are subject to the following conditions, to be enforced by the host or organizer of the event. These events include by way of example but are not limited to rodeos, speedway motor races, concerts, organized sporting events, fairs, track and field races, farmer's markets, fireworks shows, weddings, and any other event of a similar nature.
- a. Groups of attendees seated or standing together must be limited to 10, however, an event may make exceptions for groups greater than 10 if the group is solely comprised of members from the same household;
 - b. A 6-foot distance must be maintained between individual groups at all times, including but not limited to entrances, exits, concessions, ticket booths, and restrooms;
 - c. Staff, hosts, organizers, or event participants with symptoms of illness, or known exposure to a person with COVID-19 infection within the previous 14 days, shall not participate in the event;
 - d. The entire event facility, to the extent there are facilities, shall be cleaned thoroughly, including all high touch areas before and after each event, according to CDC guidelines for cleaning;
 - e. Staff who come within 6 feet of event attendees or other staff must wear a Face Covering;
 - f. In the event the required 6 feet of distance between individual groups cannot be maintained, Face Coverings must be worn during the event, to the greatest extent possible, unless wearing a Face Covering is specifically required by Statewide Public Health Order #4: Requiring Face Coverings in Certain Places, with Exceptions;
 - g. The event shall not take place without appropriate protective equipment for staff (Face Coverings, gloves for serving and cleaning, etc.), EPA-approved disinfectants and sanitizers, soap and other necessary cleaning supplies;
 - h. Food and beverage service shall follow the provisions for restaurants in the Twenty-Second Continuation, and Modification, of Statewide Public Health Order #1 Regarding Bars,

Restaurants, Theaters, Gymnasiums, Child Care Facilities, K-12 Schools, Colleges, Universities, and Trade Schools;

- i. Participants in organized sporting events and artistic performances shall not congregate in groups larger than 50 individuals. This means that participants (up to 50 individuals) may interact with each other in direct close proximity without physical distancing;
 - j. For clarity, the person limit in paragraph 6 (page 4) is not calculated by adding participants and spectators/attendees together.
7. Additional specific gathering exceptions to the restrictions in this Order may be granted, at the discretion of the County Health Officer, under the direction and supervision of the State Health Officer, if demonstrated, in writing, to the County Health Officer that people at the gathering will maintain at least six (6) feet of space between one another, and that effective sanitation will be performed before and after the gathering. Any specific exception under this paragraph must be approved in writing by the State Health Officer, and may be modified or revoked by the County Health Officer under the supervision and direction of the State Health Officer.
 8. Countywide variances to the prohibitions mandated in this Order may be granted in the form of a Countywide Variance Order if approved and signed by both the County Health Officer and the State Health Officer. Countywide Variance Orders may be less restrictive (or more restrictive) than the measures imposed in this Order.
 9. This Order is entered in conjunction with the statewide public health orders titled "Twenty-Second Continuation, and Modification, of Statewide Public Health Order Regarding Bars, Restaurants, Theaters, Gymnasiums, Child Care Facilities, K-12 Schools, Colleges, Universities, and Trade Schools", entered February 25, 2021 and "Fourth Continuation of Statewide Public Health Order #4: Requiring Face Coverings in Certain Places, with Exceptions", entered February 25, 2021.
 10. This Order does not alter but supplements the requirements outlined in the two other statewide public health orders.

As the State Health Officer, I specifically deem this Order necessary to protect the public health. See Wyo. Stat. Ann. § 35-1-240(a)(i), (ii), (iii), and (iv). I will reassess the necessity of this Order as appropriate to do so and according to accepted epidemiological and medical standards. Any person or legal entity that violates this Order shall be subject to criminal prosecution under Wyo. Stat. Ann. §§ 35-1-105 and -106.

DATED THIS 25 DAY OF February, 2021.



Alexia Harist
Wyoming State Health Officer

Hello and good morning. The plan of attack for this years freestyle show will be one that I am always open for suggestions and or ideas. After a day of trying to get the best possible plan put together I have came up with these bullet points for the plan of attack.

1. We will have someone outside the ticket entrance enforcing the mask mandate and the 6 feet social distancing to first get them threw the gate.
2. Once in the arena area we will provide toilets and wash stations only on the one side of the grandstands(the covered area) and the other two grandstands will be closed off.
3. Spectators would only be aloud to sit every 3rd row due to social distancing. We would put stickers showing those areas are closed off
4. The announcer will be making an announcement every 5 to 10 minutes reminding people to keep there masks on
5. Our security would be wondering threw the crowd looking for people not wearing masks. If they do not follow the rules we would ask them to leave and if they didn't agree we involve the police (Our security is lead by a deputy sheriff of Wy).
6. Again we would remind the spectators that is is a benefit show to help out two local ladies who have had a ruff go in the past year and to please follow the rules even if its for them.
7. If for some reason we are aloud the 1000 people we would then open up the other grandstands and plan accordingly to keep social distancing, toilets and wash stations in effect.
8. We would have a limited number or helpers and riders who would as well follow all the suggested rules.
9. We will also have the proper signage at the front gate and in the grandstands posted for the spectators.
10. Groups of attendees seated or standing together must be limited to 10, however, however an event may make an exception for groups greater then 10 if the group is solely compromised of members of the same household.
11. A 6ft distance must be maintained between individual groups at all times, including but not limited to entrances, exits, ticket booth, and restrooms
12. Staff, hosts, organizers or event participants with symptoms of illness, or known exposure to a person with Covid 19 infection within the previous 14 days, shall not participate in the event
13. The entire event facility shall be cleaned thoroughly including all high touch areas before and after even, according to CDC guidelines of cleaning
14. Staff who comes within 6 ft of the event attendees or other staff must wear Face coverings
15. In the event the required 6 ft of distance between individual groups cant not be maintained, Face covering must be worn during the event, to the greatest extent possible, unless wearing a face covering is specifically required by the Statewide public heath order #4: Requiring Face coverings in certain places, with exemptions
16. The event shall not take place without appropriate protective equiptment for staff(face coverings, gloves for serving and cleaning ect) Epa approved disinfectants and sanitizers, soapand other necessary cleaning supplies.

This is my plan and again feel free to please give advise in any area that may be needed. Thank you and I look forward to hearing back from you

From: ashley.cassat@wyo.gov <ashley.cassat@wyo.gov>

Sent: Monday, March 15, 2021 7:41:31 AM

To: Tyler Johnson <octaneaddictions@hotmail.com>

Cc: Carl Pelletier <cpelletier@jacksonwy.gov>; Sara Budge <sara.budge@wyo.gov>

Subject: Re: Octane Addictions Freestyle show

Hi Tyler,

Thanks for sending your revised plan over last night. I just read through it. Looks good- only thing to note is #15 there isn't a statewide mask mandate anymore so if you need to reference anything- reference the Teton County Mask Mandate which can be found here

https://www.tetoncountywy.gov/DocumentCenter/View/17725/TetonFaceCovering213_20210312_Signed

STAFF REPORT



Meeting Date:	March 15, 2020	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Jackson Municipal Code Title 5 Update	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to review an updated version of Title 5, including policy issues discussed during the August 10, 2020 Council meeting and additional non-policy oriented updates made by staff.

Requested Action.

Review the updates to Title 5 as presented.

Recommendations.

Staff recommends approving Title 5 as presented.

Background.

Title 5 of the Jackson Municipal Code covers business licenses and general business regulations. The Legal Department and an outside consultant reviewed each Chapter for constitutionality, legal issues, and identified necessary changes. Subsequently, the Legal Department worked closely with the staff that work daily with Title 5 – the Police and Administration Departments – to discuss the administrative functionality of the Title, identify necessary/requested changes, and presented key policy questions at the August 10, 2020 Council meeting.

Analysis.

The specific changes made as a result of Council direction on August 10, 2020:

- Fee Updates.** Council was asked to consider updating the fees in the entirety of Title 5.
 - ✓ **Direction Provided:** Council directed that all fees be updated **a)** by CPI and **b)** that the Title be adjusted so that fees may be updated annually. This has been accomplished with the Municipal Code Fee Update.
 - ✓ **Changes to Title as a Result:** All fees in the Title are now “established by resolution” and an associated master fee resolution for the Town will be updated annually with the budget.
- Licensing Long-term Residential Rentals.** Currently the Town requires a license for those that lease *three or more* dwellings or apartments for *residential* purposes. Additionally, the Town does not require a business license for residential rentals that: **a)** a person owns in order to meet an employee housing requirement; or **b)** are used by a business to house its employees; or **c)** for a person that already holds a business license with the Town. Options for updating this section include:
 - ✓ **Direction Provided:** The general consensus was to leave the regulation as is.
 - ✓ **Changes to Title as a Result:** The regulation and policy in this area are unchanged.
- Chapter 5.52 General Business Regulations.** This chapter, from 1972 and 2000, regulates only beauty shops, barbershops, and radio broadcasting. The ordinances for the first two businesses concern health issues and are regulated by public health. The latter ordinance states that radio broadcasting is a privilege and its effect on interstate commerce.
 - ✓ **Direction Provided:** Council directed that the chapter be repealed.
 - ✓ **Changes to Title as a Result:** The chapter has been repealed.
- Taxi Fares.** Since 2008, the Town Code has regulated taxi fares by **a)** setting out specific to-from trips; **b)** setting a maximum fare amount; **c)** a maximum number of passengers that fare applies to; and **d)** the allowance for a five-dollar

additional charge for each passenger above the maximum number. This system fails to regulate the fares for *every taxi trip except* those originating or terminating in Town and going within Town, to Teton Village, or to the Jackson Hole Airport. Moreover, since 2008, the advent of Uber and Lyft have changed the taxi fare market. Options for updating taxi fare regulation includes:

- ✓ **Direction Provided:** Council directed that taxi fares should be regulated, not be left to market forces exclusively, and Council generally agreed that some sort of grid/zone system be developed.
- ✓ **Changes to Title as a Result:**
 - ✓ **A “zone” system was created** and effectuated by resolution to address the chief complaint that the “point to point” fare regulation was an incomplete regulatory system.
 - ✓ **Existing Fare Structure and Cost per Mile:** As noted the Town previously set fares on a point-to-point basis, including that a trip from the Town to Teton Village was set at a *maximum* amount of \$35.00 for up to four passengers and permitted \$5.00 per additional passengers (\$2.69 per mile) and a *maximum* amount of \$12.00 for a trip within the Town for up to four passengers and permitted \$3.00 per additional passengers (\$3.00 per mile). These amounts were set in 2009.
 - ✓ **New Fare Structure.** The new zone system operates on the same principles as existed previously: **a)** it includes a *maximum* fare amount that may be charged; **b)** it includes an additional per passenger allowance (set at \$4.00 uniformly); and **c)** the maximum fare amounts are calculated based on CPI since the fares were originally enacted. If the point-to-point system were retained this would amount to the following: the \$35.00 maximum cost of a trip from the Town to the Village increases to \$43.36, which is a cost of \$3.33 per mile; and the maximum \$12.00 cost of a trip within the Town increases to \$14.87, which is a cost of \$2.97 per mile. This is an average cost of \$3.15 per mile in today’s dollars. The zone system does not translate precisely from a point-to-point system. However, in setting the suggested fares, the goal was to, roughly, retain this proportion. The methodology was as follows: **a)** determine the farthest possible distance covered by the trip in miles; **b)** multiply the mileage by 3.15. Notably, the average cost per mile for a taxi ride nationally, though variable, is most commonly is between \$2.50 and \$3.50 per mile, putting the recommend cost per mile squarely within normal limits.

Other Changes to Title 5 unrelated to policy and not discussed to date:

The entire title has been substantially reorganized, reworked and modernized. This includes the following changes:

- ✓ Placing all regulations uniformly applicable to all business in chapter 5.04 and simultaneously repealing chapter 5.12. In conjunction with this change is the provision that, if a particular business is regulated in the code by more specific regulation, those specific regulations and the generally applicable provisions of 5.04 apply to that business.
- ✓ Repealing the existing and outdated solicitors and canvassers chapter (5.06) and transient merchants chapter (5.21) and replacing both with a consolidated, revised, and updated chapter for commercial and non-commercial solicitation.
- ✓ Adding a new chapter for artistic performances, also known as busking or street performing.
- ✓ Repealing inappropriate provisions of the short-term rental chapter.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Revenue: Significant. The fees in Title 5 have been updated by CPI, which had not occurred for some of these provisions for many years. It is difficult to know the exact revenue increase because it depends on the number of applications, but it will be positive and anticipated to be no more than \$50,000.

Expense: Minimal. The Town hired a consultant to review the entire Code, Title 5 included, for \$5,000,.

Staff Impact.

Significant: This project has required extensive time investment from the Legal Department, and substantial time investment from Administration, Finance, Town Clerk, Police, and Special Events.

Attachments or Links.

- A redline draft of Title 5
- A clean draft of Title 5
- A draft Ground Transportation Fare Map Resolution

Suggested Motions.

Option 1: Approve as presented and undertake first reading tonight:

MOTION A: I move to approve the revisions to Title 5 as presented and to consider adoption of Ordinance W at first reading tonight during ordinance readings.

MOTION B: I move to approve the draft resolution as presented and direct staff to present it with the third reading of Ordinance W.

ALTERNATIVE MOTION B: I move to direct staff to make the revisions to the resolution discussed tonight and present it with said changes to Council with the third reading of Ordinance W.

Option 2: Approve with changes discussed tonight and undertake first reading at the next Council meeting:

MOTION A: I move to direct staff to make the revisions to Title 5 discussed tonight and present it with said changes to Council at the next Council meeting.

MOTION B: I move to approve the draft resolution as presented and direct staff to present it with the third reading of Ordinance W.

ALTERNATIVE MOTION B: I move to direct staff to make the revisions to the resolution discussed tonight and present it with said changes to Council with the third reading of Ordinance W.

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING TITLE 5 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR BUSINESS REGULATION 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. 148, 148A, 168, 216, 229, 311, 312, 330, 333, 337, 344, 402, 432, 488, 593, 614, 615, 626, 662, 669, 670, 671, 675, 676, 786, 795, 821, 825, 853, 895, 922, 929, 931, 932, 959, 961, 994, 995, 1001, 1029, 1061, 1092, 1100, 1113, 1169, 1179, 1187, 1235, 1236, 1237 AND 1238; Section 2 Of The Town Of Jackson Ordinance Nos. 148, 168, 229, 669, 667, 671 AND 676; Section 3 Of The Town Of Jackson Ordinance Nos. 148, 168, 501, 670, 676 And 860; Section 4 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 5 Of The Town Of Jackson Ordinance Nos. 148, 168 And 670; Section 6 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 7 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 8 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 9 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 10 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 11 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 12 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 13 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 14 Of The Town Of Jackson Ordinance No. 148; Section 15 Of The Town Of Jackson Ordinance No. 148; Section 16 Of The Town Of Jackson Ordinance No. 148; Section 19 Of The Town Of Jackson Ordinance No. 148; Section 20 Of The Town Of Jackson Ordinance No. 148; Section 21(a) Of The Town Of Jackson Ordinance No. 148; Section 21(b) Of The Town Of Jackson Ordinance No. 148; Section 21(l) Of The Town Of Jackson Ordinance No. 148; Section 22 Of The Town Of Jackson Ordinance No. 148; Section 23 Of The Town Of Jackson Ordinance No. 148; Section 24 Of The Town Of Jackson Ordinance No. 148; Section 25 Of The Town Of Jackson Ordinance No. 148; Section 26 Of The Town Of Jackson Ordinance No. 148 and Sections 5.04.010, 5.04.020, 5.04.021, 5.04.022, 5.04.023, 5.04.024, 5.04.025, 5.04.026, 5.04.027, 5.04.028, 5.04.030, 5.04.050, 5.04.080, 5.04.090, 5.04.100, 5.04.110, 5.04.120, 5.04.130, 5.06.010, 5.06.011, 5.06.015, 5.06.020, 5.06.030, 5.06.030, 5.06.050, 5.06.060, 5.06.070, 5.06.080, 5.06.090, 5.06.110, 5.06.120, 5.06.130, 5.06.140, 5.06.150, 5.06.160, 5.06.170, 5.08.010, 5.08.020, 5.12.010, 5.12.015, 5.12.020, 5.12.030, 5.12.040, 5.12.050, 5.12.060, 5.12.070, 5.12.080, 5.12.090, 5.12.100, 5.12.110, 5.12.115, 5.12.120, 5.12.130, 5.12.140, 5.12.150, 5.20.010, 5.20.020, 5.21.010, 5.21.020, 5.21.030, 5.21.040, 5.21.050, 5.21.060, 5.21.070, 5.21.080, 5.21.090, 5.21.100, 5.24.010, 5.24.020, 5.24.030, 5.32.010, 5.32.020, 5.32.030, 5.32.040, 5.32.060, 5.32.080, 5.32.100, 5.48.020, 5.48.030, 5.48.039, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.120, 5.48.150, 5.48.160, 5.48.190, 5.48.200, 5.48.210, 5.50.010, 5.50.020, 5.50.025, 5.50.030, 5.50.040, 5.50.050, 5.50.060, 5.50.070, 5.50.080, 5.50.085, 5.50.090, 5.50.095, 5.50.100, 5.50.115, 5.50.120, 5.50.130, 5.50.140, 5.50.150, 5.50.160, 5.50.170, 5.50.180, 5.52.010, 5.52.020, 5.52.030, 5.52.040, 5.52.010, 5.60.030, 5.60.040, 5.60.060, 5.60.070, 5.60.080, 5.60.090, 5.60.100, 5.60.110, 5.60.120, 5.60.130, 5.70.050, 5.80.040 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows

Chapter 5.04
BUSINESS LICENSES --GENERALLY

Sections:

- 5.04.010 Purpose.
- 5.04.020 Definitions.
- 5.04.021 License required.
- 5.04.022 Personal Privilege.
- 5.04.022 Coordination of contractor licensing.
- 5.04.023 Separate licenses.
- 5.04.024 Evidence of doing business.
- 5.04.025 Building and premises.
- 5.04.026 Fees—Payment.
- 5.04.027 Applications – initial and renewal.
- 5.04.028 Display license.5.04.030 Separate violations. (Repealed.)
- 5.04.050 Change of location.
- 5.04.060 Nuisances.
- 5.04.070 Soliciting and peddling in residential areas. (Repealed.)
- 5.04.080 Change of location.
- 5.04.090 Transfer.
- 5.04.100 Notification required.
- 5.04.110 Merchandise sales from public property.
- 5.04.120 Expiration of licenses.
- 5.04.130 Denial, revocation and suspension.

5.04.010 Purpose.

- A. The purpose of this chapter of licensing and regulating certain types of businesses and events held within the Town is to protect the health, safety and general welfare of those receiving goods and services, and to provide uniform regulations for the providers of goods and services.
- B. The provisions of this chapter are pursuant to authority granted cities and towns under Wyo. Stat. §15-1-103(a)(xiii).
- C. Every person transacting or carrying on any business within the Town, prior to and during transacting or carrying on such business, must obtain and maintain a general business license pursuant to this chapter. Where other chapters of the code provide more specific regulations and requirements for the business for which a license or permit may be issued, said additional regulations and requirements also apply to the business and must also be complied with prior to and during transacting or carrying on such business, including securing a license or permit under that more specific chapter in lieu of the general business license.

(Ord. ____ § ____, ____; Ord. 860 §3, 2008; Ord. 148 §1, 1972.)

5.04.020 Definitions.

The following words and phrases, when used in this title, shall have the following meanings:

- A. *Agent or Independent Contractor* includes such individuals who work independently without employees, either with or without a contract, at their own discretion but under the general direction of the business. Examples of agents or independent contractors include but are not limited to, real estate agents, attorneys, doctors, and hairstylists.
(Ord. ____ § ____, ____; Ord. 930 §1, 2009; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)
- B. *Business* includes all and every kind of lawful business, trade, calling, profession, or occupation, including solicitation and performing.

- C. *Employee* means an individual in the service of another, where the employer has the power or right to control and direct the employee in the details of how the work is to be performed, subject to the following: An individual who works twenty (20) hours per week or less shall be designated a part time or "half" employee; thus, two (2) half employees shall equal one (1) employee. An individual who works more than twenty (20) hours per week shall be considered one (1) employee. Seasonal employees shall be attributed according to the percent of the year they are employed, rounding to the nearest quarter; thus, a seasonal employee who is employed for three months shall be accounted for as a "quarter" employee. An owner who works for and draws a salary from his or her business shall be designated as an employee or part-time employee, depending on the number of hours and/or months worked.
- D. *Sales tax collecting business* means a business that possesses a sales tax license.
- E. *Town official* is any law enforcement officer, community service officer, or special municipal officer of the Town of Jackson.

(Ord. _____ § ____, ____; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)

5.04.021 License required.

- A. It shall be unlawful for any person to transact or carry on any business in the Town not otherwise exempt without first having procured a business license or permit from the Town and complied with all of the applicable provisions of this chapter and any applicable specific requirements or regulations of other chapters of this Code.
- B. Upon approval of an application the Town Manager, or their designee, shall issue to the applicant an identification card corresponding the type of permit or license issued.

(Ord. _____, § ____, 2021).

5.04.022 Personal Privilege

- A. A license or permit issued under this chapter shall be a personal privilege, good for the period for which issued, subject to the condition however, that it may, for good cause, be denied, revoked or suspended.

(Ord. _____, § ____, 2021).

5.04.022. Coordination of contractor licensing.

- A. Contractors, as that term is defined in title 15, shall be subject to all relevant requirements of title 15. Upon issuance of a contractor license, said license shall be renewed each year thereafter through the provisions of this title and pursuant to the fees set forth in this title.
- B. Should the contractor license lapse in any given year, the contractor will be required to reapply under the provisions of title 15.

(Ord. _____, § ____, 2021).

5.04.023 Separate licenses.

- A. A separate license must be obtained for each branch, establishment, or separate place of business in which the business is conducted.
- B. Each agent or independent contractor is required to obtain their own business license, separate and distinct from the business for which they work.

(Ord. _____, § ____, 2021).

5.04.024 Evidence of doing business.

- A. Whenever any person by the use of signs, circulars, cards, telephone books, or newspapers, advertises, holds out, or represents that they are in business in the Town, or when any person holds an active license or permit issued by a governmental agency indicating that they are in business in the Town, these facts shall be considered prima facie evidence that they are conducting business in the Town.

(Ord. _____ § ____, ____; Ord. 860 §3, 2008; Ord. 148 §6, 1972.)

5.04.025 Building and premises.

- A. No license or permit shall be issued for the conduct of any business or performance of any act if the premises and building to be used does not fully comply with the requirements of the Town or which would involve a violation of the Land Development Regulations.

(Ord. _____ § ____, ____).

5.04.026 Fees--Payment.

- A. All fees for licenses and permits shall be in an amount established by resolution, be paid at the time application therefor is made to the Town, and be non-refundable.
- B. Any licenses or permits not renewed by December 31st each year shall be delinquent and a late fee in an amount established by resolution shall be imposed.
- C. Receipt of payment does not constitute approval of a business license application.

(Ord. _____, § ____, ____; Ord. 860 § 6, 2008; Ord. 670 § 6, 2000; Ord. 148 § 14, 1972).

5.04.027 Applications – initial and renewal.

- A. Every person seeking to begin, or continue if previously licensed or permitted, business within the Town must complete an application pursuant to this section and obtain approval before beginning or continuing such business.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
- C. It shall be the duty of the applicant to seek any reviews, authorizations, permits and/or approvals from state, federal, Town or county authorities that may be required in addition to the license or permit set forth in this title.
- D. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.
- E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license or permit is renewed.
- F. Applications shall be processed within 30 days of the receipt of an application.

(Ord. _____, § ____, ____).

5.04.028 Display license.

- A. Any person licensed or permitted hereunder shall maintain possession of their current license or permit and display it in a prominent place, as applicable, on their permanent premises, their temporary location, in their vehicle, or on their person, and shall produce the same upon the request of any Town official or customer.

(Ord. _____, § ____, ____).

5.04.030 Separate violations. (Repealed).

(Ord. _____, § ____, ____; Ord. 860 §3, 2008; Ord. 148 §4, 1972; Ord. 667 §3, 2000.)

5.04.050 Change of location.

Repealed.

(Ord. 860 §3, 2008; Ord. 148 §17, 1972; Ord. 667 §1, 2000.)

5.04.060 Nuisances.

- A. No business, licensed or not, shall be so conducted or operated as to amount to a nuisance in fact.

(Ord. 860 §3, 2008; Ord. 148 §18, 1972; Ord. 667 §4, 2000.)

5.04.070 Soliciting and peddling in residential areas. (Repealed.)

(Ord. 860 §3, 2008; Ord. 821, 2006; Ord. 218 §1, 1977; Ord. 667 §5, 2000.)

5.04.080 Change of location.

- A. The location of any licensed or permitted business or occupation, or of any permitted act, may be changed with Town approval, provided that 14 days' notice thereof is given to the Town Manager, or their designee, in the absence of any provision to the contrary; and provided that the building and zoning requirements of all Town ordinances are complied with.
- B. Notice must be given in the form of a new business license application and an administrative fee of in an amount established by resolution will be charged for each change of location.

(Ord. _____, § ____, ____).

5.04.90 Transfer.

- A. No license shall be valid for more than one person, nor shall a license be transferable, in the absence of any provision to the contrary.

(Ord. _____, § ____, ____).

5.04.100 Notification required.

- A. Any licensee or permittee who ceases business shall notify the Town Manager, or their designee, in writing that it is no longer in operation within 30 days of ceasing said business.

(Ord. _____, § ____, ____).

5.04.110 Merchandise sales from public property.

- A. No person shall place upon or cause to be placed upon any right-of-way in the limits of the city any goods, wares, or merchandise, for sale or for show, nor suspend the same within or above the any right-of-way, except where the same may be temporarily permitted and licensed from time to time by Town Council.

(Ord. _____ § ____, 2021).

5.04.120 Expiration of licenses.

- A. All licenses and permits shall expire on December 31 each year where no provision to the contrary is made.

- B. All licenses and permits shall automatically expire if any applicable requirement(s) of this chapter or those specific to the license or permit lapse, are canceled or expire during the term of an existing license or permit. A license holder shall have 10 days from the date of the lapsed, cancelled or expired requirement to provide proof of being current with said requirement before a suspension shall be effective.
- C. It is the duty of each licensee and permittee to renew and maintain a valid license or permit in conformance with the requirements of this title.
- D. If an application has not been received by the Town prior to December 31, the licensee or permittee will have until January 31 to submit a renewal application together with payment of the annual fee, plus an additional late fee in an amount established by resolution. The license or permit is delinquent beginning January 1 and concluding January 31 on 11:59 p.m. After 11:59 p.m. on January 31 the license or permit is not be eligible for renewal; an application for a new license or permit must be submitted.

(Ord. _____, § ____, ____).

5.04.130 Denial, revocation and suspension.

- A. The Town Manager, or their designee, may deny, suspend or revoke a license or permit when the holder commits any one or more of the following acts or omissions:
 - 1. The breach of any condition upon which the license or permit was issued or failure to comply with any applicable provision(s) of law.
 - 2. The violation of any local, state or federal law(s) relating to health and safety of the premises occupied or relating to the Town of Jackson Land Development Regulations.
 - 3. The securing of any license or permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.
 - 4. The conviction for a crime involving dishonesty, false statement or a felony.
 - 5. The conduct of the business puts the health, safety and welfare of the public at risk.
 - 6. The failure to timely provide any information required by the Town for the application process.
 - 7. The applicant had a license or permit issued hereunder revoked or suspended within one year immediately preceding the date of application.
 - 8. The applicant currently holds a license or permit issued hereunder and the pre-existing license is suspended.
- B. When the Town Manager, or their designee, deems that a license or permit issued hereunder shall be denied, suspended or revoked, the procedure shall be as follows:
 - 1. The licensee/permittee shall be notified by the Town Manager, or their designee, in writing, sent via certified mail; such notice shall be sent at least 15 days prior to the action contemplated, setting forth the reasons therefor.
 - 2. Upon receipt of the notice, the license/permit holder may request a hearing before the Town Council. Such request shall be in writing and shall be received by the Town Manager, or their designee, within 15 days of the postal date of the suspension or revocation notice; failure on the part of the licensee/permittee to request a hearing in writing and within the specified time period shall be deemed a waiver of their right to a hearing.
 - 3. If a hearing is requested by the licensee/permittee, the Town Manager, or their designee shall set the time, date and location, which shall be within 45 days of receipt of the notice requesting such. The Town Manager, or their designee, shall notify the licensee/permittee in writing, sent by certified mail, of the hearing.
 - 4. At the hearing, all parties shall have the right to be represented by counsel, and to present testimony and evidence. The Town Council shall, by majority vote, render a decision. The decision of the Town Council shall be final and binding on all parties concerned.
 - 5. The Town Manager, or their designee, shall notify the licensee/permittee in writing, by certified mail, of the Town Council decision as the result of the hearing.
- C. Such revocation or suspension may be in addition to any fine imposed.

Chapter 5.06
COMMERCIAL AND NON-COMMERCIAL SOLICITATION

Sections:

5.06.010 Definitions. (Repealed).
5.06.011 Exemption from Registration. (Repealed).
5.06.015 Business License Required. (Repealed).
5.06.020 Certificate of Registration. (Repealed).
5.06.030 Application for Certificate of Registration. (Repealed).
5.06.030 Revocation of Certificate. (Repealed).
5.06.050 Notice Regulating Soliciting. (Repealed).
5.06.060 Duty of Solicitors. (Repealed).
5.06.070 Uninvited Soliciting Prohibited. (Repealed).
5.06.080 Time Limit on Soliciting. (Repealed).
5.06.090 Penalty. (Repealed).
5.06.110 Definitions.
5.06.120 Prohibited solicitation.
5.06.130 Commercial solicitation license required.
5.06.140 No license required for noncommercial solicitation.
5.06.150 Solicitation on a highway or street.
5.06.160 Limit on hours of door-to-door solicitation.
5.06.170 Constitutional rights.

5.06.010 Definitions. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.011 Exemption from registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008.)

5.06.015 Business license required. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008.)

5.06.020. Certificate of registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.030. Application for certificate of registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.040. Revocation of certificate. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.050. Notice regulating soliciting. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.060. Duty of solicitors. (Repealed).

(Ord. _____, § __, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.070. Uninvited soliciting prohibited. (Repealed).

(Ord. _____, § __, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.080. Time limit on soliciting. (Repealed).

(Ord. _____, § __, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.090. Penalty. (Repealed)..

(Ord. _____, § __, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.110 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

- A. *Commercial solicitation* means attempting to make personal contact with any person, whether or not the person making the contact receives any contribution or makes any sale, without prior invitation by or appointment with the resident, for the primary purpose of:
 - 1. Attempting to sell, for present or future delivery, any goods, wares or merchandise, newspaper or magazine subscriptions, or any services to be performed immediately or in the future, whether or not the person has, carries or exposes a sample of such goods, wares or merchandise, and whether or not they are collecting advance payments for such sales and services;
 - 2. Seeking or attempting to obtain contributions of money or any other thing of value for the benefit of any association, organization, corporation, or program, excluding those defined under door-to-door non-commercial solicitation; or
 - 3. Personally delivering to the resident a handbill or flyer advertising a commercial event, activity, good, or service that is offered to the resident for purchase at a location away from the residence or at a future time.
- B. *Door-to-door commercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of commercial solicitation, as herein defined.
- C. *Noncommercial solicitation* means attempting to make personal contact with any person at their residence without prior specific invitation by or appointment with the resident, for the primary purpose of:
 - 1. Seeking or asking for a gift or donation for a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
 - 2. Soliciting the sale of goods, wares or merchandise for present or future delivery, or the sale of services to be performed immediately or in the future, with the entire proceeds of such sale to be paid directly to, or used exclusively for the benefit of, a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
 - 3. Personally delivering to the resident a handbill or flyer advertising a not-for-profit event, activity, good or service;
 - 4. Distribution of religious materials and information on behalf of a religious organization;
 - 5. Door-to-door canvassing and pamphleteering as a vehicle for the dissemination of ideas, or views or opinions by one engaged in political activities as a candidate or on behalf of a candidate in a recognized federal, state or local election, or on behalf of an issue on an upcoming ballot.
- D. *Door-to-door noncommercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of noncommercial solicitation, as herein defined.

- E. *Public entity* means the United States of America, the State of Wyoming, and any county, municipality, school district, special district, and any other kind of district, agency, instrumentality, or political subdivision thereof organized pursuant to law, and any separate entity created by intergovernmental contract or cooperation only between or among the federal, state, county, municipality, school district, special district, and every other kind of district, agency, instrumentality, or political subdivision thereof.
- F. *Residence* means a private residence in the Town, including, but not limited to, condominium units and apartments, and shall include the yards, grounds or hallways, thereof.

(Ord. _____, § ____, ____).

5.06.120 Prohibited solicitation.

- A. It is hereby declared to be the policy of the Town that the occupant or occupants of residences in the Town shall make the determination of whether solicitors shall be, or shall not be, invited to their residence.
- B. No person may engage in door-to-door commercial solicitation at any residence without prior invitation from the occupant if the residence prominently displays a notice stating "No Commercial Solicitors" or "No Commercial Solicitation" on or near the main entrance or door to any dwelling unit in the residence.
- C. No person may engage in any door-to-door commercial or noncommercial solicitation upon any residence without prior invitation from the occupant thereof if the residence prominently displays a notice stating "No Solicitors" or "No Solicitation" on or near the main entrance or door to any dwelling unit in the residence.
- D. No person may engage in door-to-door commercial or noncommercial solicitation at any residence after the owner or occupant asks the person to leave the residence.
- E. No person may obstruct pedestrian or vehicular traffic by walking, standing, sitting, lying, or placing an object in such a manner as to block passage by another person or a vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact. Acts authorized as an exercise of one's constitutional right to picket or to legally protest shall not constitute obstruction of pedestrian or vehicular traffic.
- F. No person may erect any structure, display or other object on any public sidewalk, highway or street without approval from the Town Council.

(Ord. _____, § ____, ____).

5.06.130 Commercial solicitation license required.

- A. It shall be unlawful for any person to engage in door-to-door commercial solicitation at a private residence, or commercial solicitation on streets, highways or sidewalks located in the Town, except for a merchant conducting a sale as permitted elsewhere by the Town's code, without first obtaining a license issued by the Town Manager, or their designee. Unless authorized or permitted pursuant to the terms and provisions of this chapter, the practice of being in and upon private residential property within the Town by door-to-door commercial solicitors is prohibited.

(Ord. _____, § ____, ____).

5.06.140 No license required for noncommercial solicitation.

- A. Persons engaged in noncommercial solicitation are not required to obtain a license.

(Ord. _____, § ____, ____).

5.06.150 Solicitation on a highway or street.

No person shall stand on a highway or street for the purpose of commercial or noncommercial solicitation except:

- A. A person 16 years of age or more wearing a high visibility vest;
- B. Standing in an area designated by the Town, based on the safety of the highway solicitors and the safety of motorists, and taking into account the orderly flow of traffic and lack of interference with the operation of official traffic control devices. Prospective highway or street solicitors must request approval from the Town Council of the designated location for highway or street solicitation.
- C. If the Town Council permits the solicitation, the Town Manager, or their designee, shall issue a one-day license for the highway solicitation, subject to the following limitations.
 1. No more than one highway solicitation license will be issued for the same date at the same intersection;
 2. No highway solicitation license will be issued to the same applicant on more than two dates in any given calendar month and no more than four days during any calendar year;
 3. The applicant or licensee must file a current certificate of liability insurance with the Town Clerk, insuring the soliciting agency against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agency, naming the Town as an additional primary insured, and providing aggregate limits of not less than \$1,000,000.00;
 4. Highway and street solicitation must take place during daylight hours when traffic has come to full stop;
 5. Highway solicitation is prohibited when it interferes with the orderly flow of traffic, including:
 - i. 7:00 a.m. to 9:00 a.m., Monday through Friday;
 - ii. 4:00 p.m. to 6:00 p.m., Monday through Friday; and
 - iii. Such other times as determined by any police officer, fireman, or other person authorized by a local or state authority to direct, control, or regulate traffic.
 6. The solicitor is liable for any injuries to any person or property during highway solicitation which is causally related to an act of ordinary negligence of the solicitor.

5.06.160 Limit on hours of door-to-door solicitation.

- A. It shall be unlawful for any person to engage in door-to-door commercial solicitation at a residence, or commercial solicitation on any highway, street or sidewalk in the Town, between the hours of 9:00 p.m. and 9:00 a.m.

(Ord. _____, §____, ____).

5.06.170 Constitutional rights.

- A. Nothing in this chapter shall be interpreted or enforced to deprive any person of any rights guaranteed under the constitutions of the State of Wyoming or the United States.

(Ord. _____, §____, ____).

Chapter 5.08
EXEMPTIONS AND ADJUSTMENTS

Sections:

5.08.010. Constitutional apportionment. (Repealed).

5.08.020. Charitable and nonprofit organizations exempt.

5.08.030. Youth-generated businesses.

5.08.040. Business conducted at Jackson Hole Airport.

5.08.010 Constitutional apportionment. (Repealed).

(Ord. ____ § ____, ____; Ord. 860 § 5, 2008; Ord. 669 § 1, 2000; Ord. 148 § 7, 1972.)

5.08.020. Charitable and nonprofit organizations exempt.

A. The provisions of this title shall not be deemed or construed to require the payment of a license tax from any institution or organization qualified by the Internal Revenue Service as a tax exempt entity; provided that, within ten days of demand by the Town, such institution or organization provide an IRS Form 990 for the applicable tax year(s). This section shall not be deemed to exempt any such institution or organization from completing a business license application or complying with any other applicable governmental regulation.

(Ord. ____ § ____, ____; Ord. 860 § 5, 2008; Ord. 669 § 2, 2000; Ord. 148 § 8, 1972.)

5.08.030. Youth-generated businesses.

A. The provisions of this Title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any youth 17 years of age or younger so long as the operation of the business does not involve employees working for the youth.

(Ord. 931 § 1, 2009.)

5.08.040. Business conducted at Jackson Hole Airport.

A. The provisions of this title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any business operating at the Jackson Hole Airport so long as that business does not also operate within the Town limits.

(Ord. 931 § 1, 2009.)

Chapter 5.12
LICENSE REQUIRED
(Repealed. Ord. _____, §____, 2021).

MARCH 15 MEETING DRAFT

Chapter 5.16
SPECIFIC LICENSE FEES--REGULATIONS OF PARTICULAR BUSINESSES

Sections:

- 5.16.010. Sales tax collecting businesses.**
- 5.16.020. Non-sales tax collecting businesses.**
- 5.16.025. Independent contractors and agents.**
- 5.16.027. Commercial and residential rentals.**
- 5.16.030. Repealed.**
- 5.16.035. Annual review of fees. (Repealed.)**
- 5.16.040 through 5.16.680. (Repealed.)**

5.16.010. Sales tax collecting businesses.

A. The business license fee for sales tax collecting businesses shall be in an amount established by resolution.
(Ord. 1280 § 3, 2021; Ord. 860 § 7, 2008; Ord. 148 § 21(a), 1972; Ord. 676 § 2, 2000.)

5.16.020. Non-sales tax collecting businesses.

A. 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. 1280 § 3, 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.

A. The business license fee for independent contractors and agents shall be in an amount established by resolution.
(Ord. 1280 § 3, 2021; Ord. 860 § 7, 2008.)

5.16.027. Commercial and residential rentals.

A. 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. 1280 § 3, 2021; (Ord. 959 § 1, 2010; Ord. 929 § 1, 2009.)

5.16.030. Repealed.

(Ord. 676 § 1, 2000.)

5.16.035. Annual review of fees. (Repealed.)

(Ord. 1280 §3, 2021; Ord. 860 § 7, 2008.)

5.16.040 through 5.16.680. Repealed.

(Ord. 676 § 1, 2000.)

Chapter 5.20
INSTALLATION PERMIT--EXPOSITIONS AND OUTDOOR SALES

Sections:

5.20.010. Installation permit. (Repealed).

5.20.020. Expositions and outdoor sales.

5.20.010. Installation permit. (Repealed).

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

5.20.020. Expositions and outdoor sales.

- A. Except those holding a general business license pursuant to 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.
1. The applicant shall:
- a. Submit an application pursuant to chapter 5.04 at least ten days prior to the event.
 - b. Notify each participant in writing, prior to accepting any application or approving participation in the exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the 21st day of the month following the event:
 - i. A report of total sales to be delivered to the organization; and
 - ii. A check, payable to the Wyoming Department of Revenue, for the sales tax percentage required under the guidelines as specified by the Wyoming Department of Revenue.
 - c. Be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the 30th day of the month following the exposition.
 - d. Acquire and keep on file names, addresses and phone numbers of all participants.
- B. In the event that the outdoor exposition, indoor exposition, bazaar, exhibit or sale, as defined in subsection A of this section, where the applicant is a nonprofit organization, the applicant shall provide proof of its nonprofit status in accordance with the Internal Revenue Code of the United States and such applicant may purchase an umbrella exposition license pursuant to the fees established by resolution upon the following conditions:
1. Not less than 75 percent of the net profits of such exposition or sale shall be retained by the nonprofit organization benefiting from the event.
 2. The nonprofit organization complies with all of the conditions set forth in subsection A of this section.

(Ord. _____ § ____, 2021; Ord. 895 § 1, 2008; Ord. 860 § 8, 2008; Ord. 825 § 1, 2006; 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.)

Chapter 5.21
TEMPORARY OR TRANSIENT MERCHANT BUSINESS LICENSES
(Repealed Ord.____, §____, 2021)

MARCH 15 MEETING DRAFT

Chapter 5.22 Performers

5.22.010 Definitions.

5.22.020 Intent and purpose.

5.22.030 Cooperative performances; limit on number of street performers.

5.22.040 Regulations.

5.22.010 Definitions.

As used in this section, the following terms shall have the following meanings:

- A. *Perform* or *performance* is audible or visual entertainment such as, but not limited to, reciting or singing, acting, dancing, miming, pantomiming, playing a musical instrument or performing a theatrical or literary work.
- B. *Performer* is an individual who performs on public property within the Town.

(Ord. _____ § _____, 2021).

5.22.020 Intent and purpose.

The Town Council finds and determines the following:

- A. Permitting regulated performances by performers would enhance the character and culture of the Town. Performers are engaged in commerce as entertainers who receive gratuities in exchange for the artistic value of the performance.
- B. Performers have a right to perform on public property, but unregulated performances are also likely to cause adverse impacts to the community such as: gathering crowds attracted to the entertainment offered in public locations not appropriate for street performances because of insufficient room for crowds; blocked access to fire hydrants, sidewalks and public pathways; blocked ingress and egress of buildings; the risk of disrupting nearby motor vehicle traffic; interference with the operation of commercial activities; and disturbance of the quiet enjoyment of residents. Performances are distinguished from panhandling activities by the commercial nature of the performer's actions which provide the benefit of a live performance of artistic value in exchange for gratuities from citizens in appreciation of the performance. Therefore, the nature and character of a performance differs from solicitation of alms and/or charitable contributions.
- C. For these reasons, it is the intent of the Town to permit performances to careful regulation in order to reduce or eliminate adverse impacts associated with unregulated or poorly regulated performances. The purpose of this section is to create a means of regulation which ensures the ability of performers to perform in public spaces and to promote harmony among performers, local businesses, permitted special event sponsors, residents and visitors of the Town by balancing the interests of performing artists with those of citizens.

(Ord. _____ § _____, 2021).

5.22.030 Cooperative performances; limit on number of street performers.

- A. Any performance may be performed cooperatively by no more than five total performers, provided that the performer or group of cooperating street performers stay at least 100 feet away from all other performances. Each cooperative performer within a single group is required to meet the permitting requirements of this section.
- B. The provisions of this subsection shall not relieve any performer in a cooperating street performance from complying with the regulations contained in chapter 5.22.060.

5.22.040 Regulations.

Performers shall comply with the following regulations:

- A. Performers shall not perform within the travel lane, parking spots or shoulder of any highway or street, whether from a vehicle or not, nor within ten feet of the outer edge of the travel lane or shoulder of a street or highway, with the exception of being on a sidewalk.
- B. Performers shall not block or cause the blocking of any sidewalk, passageway, street, bus stop, crosswalk, or any ingress or egress to any building, structure, driveway or other passage. A minimum of five feet of unobstructed pathway on all sidewalks and crosswalks must be maintained at all times.
- C. No performer shall utilize or prevent the public from utilizing any waste receptacles, fire hydrants, public amenities, public benches, or other street furniture during a performance.
- D. Performers shall perform at least 100 feet away from other performers.
- E. Performances are not permitted before 10:00 a.m. any day nor after 10:00 p.m. Sunday through Thursday nor after 12:00 a.m. Friday and Saturday.
- F. Performers shall not commit any violation of the Jackson Municipal Code noise control provisions.
- G. Amplification devices are prohibited during performances.
- H. No performer on public property shall connect to, or cause to be connected to, any source of electrical power or a water supply system as part of a performance.
- I. No performer shall claim a greater right to perform at any location over a performer who arrives first at the same location.
- J. Performers shall not perform on private property without written permission of the property owner. Performers are required to keep the writing granting such permission on their person during any performance on private property.
- K. Performers may accept contributions of money or property at their performance in exchange for their artistic performance and may sell audio or video recordings of their own artistic works. Performers shall not sell any other goods, wares, or works of art or conduct any other service on public property in connection with a performance.
- L. Performers shall not infringe upon or detract from the purpose of special events or vendor activities for which a Town permit has been issued to another party. Performers shall not perform at such permitted special events or vendor activities without the written permission of the special event permit holder. A special event permit holder may only grant permission to perform within the special event area to a performer permit holder. Performers are required to keep the writing granting such permission on their person during any performance at permitted events, gatherings or activities.
- M. During a performance, no performer shall use in any way fire, sharp instruments or objects, spray paint, aerosols, dangerous weapons, or any form of harmful chemicals.
- N. No performer shall use any animal as a part of a performance. A performer may be accompanied by a service or disability assistance animal.
- O. While conducting a performance, a performer shall not use language or gestures, or display any matter which:
 - 1. Is obscene as defined in Wyoming Statute § 6-4-301; or
 - 2. Constitutes breach of the peace as set forth in Wyoming Statute § 6-6-102.
- P. Performers may display one sign no larger than 18 inches by 18 inches. Said sign may be placed on a prop or sandwich board-type stand in a location no closer than three feet from any curb and not in any location which impedes any foot traffic, parking or persons entering or exiting any motor vehicle. Performers shall remove such signs from any location at the conclusion of their performance. No sign, handbill, flyer or other advertisement shall be left at any location after the conclusion of a performance.
- Q. Performers shall not be under the influence of alcoholic beverages or other controlled or intoxicating substances while performing.

- R. Performers shall be liable for any property damage or injury resulting from a performance.
- S. Performers shall promptly comply with the directions of any Town official to cease or relocate performances when the Town official determines that such action is necessary for public safety or to comply with the provisions of this chapter.

(Ord. _____ § ____, 2021).

MARCH 15 MEETING DRAFT

Chapter 5.24
BUSINESS LICENSE TAX--PENALTIES
(Repealed Ord. _____, § _____, 2021)

MARCH 15 MEETING DRAFT

Chapter 5.28
LIQUOR LICENSES AND PERMITS*

***Note**--See Title 6, Liquor Licenses and Permits.
Repealed (Ord. 853, §1, 2007).

MARCH 15 MEETING DRAFT

**Chapter 5.32
PAWNBROKERS**

Sections:

- 5.32.010 Definitions.**
- 5.32.020 License--Required.**
- 5.32.030 License issuance prohibition.**
- 5.32.040 License--Fee.**
- 5.32.050 Retention of pawned goods.**
- 5.32.060 Repealed.**
- 5.32.070 Records.**
- 5.32.080 Repealed.**
- 5.32.090 Minors.**
- 5.32.100 Stolen goods.**

5.32.010. Definitions.

Certain words and terms in this chapter are defined for the purpose thereof as follows:

- A. *Pawn* means a species of bailment, made for the mutual benefit of bailor and bailee, arising when goods are delivered to another as a pawn for security to him on money borrowed by bailor.
- B. *Pawnshop* means the place where a pawnbroker conducts their business.

(Ord. 860 § 11, 2008; Ord. 168 § 1, 1974.)

5.32.020. License--Required.

- A. No person, firm or corporation shall conduct or operate the business of pawnbroker without having first obtained a license therefor as is herein provided, or in violation of any of the provisions herein contained.

(Ord. 860 § 11, 2008; Ord. 168 § 2, 1974.)

5.32.030. License issuance prohibition.

- A. No license shall be issued to a person who has been convicted of the offense of receiving stolen goods.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 168 § 3, 1974.)

5.32.040. License--Fee.

- A. The annual fee for a pawnbroker's license shall be in the amount established by resolution.

(Ord. ____ § ____, ____; Ord. 1280 § 3, 2021; Ord. 860 § 11, 2008; Ord. 168 § 4, 1974.)

5.32.050. Retention of pawned goods.

- A. Every article of any kind or description taken in pawn shall not be sold by the pawnbroker for a period of two months, during which time the same shall not be shown, either for sale or inspection, to any person other than a police officer. Nothing in the foregoing sentence shall preclude the person pawning the goods from redeeming the same during the two-month period.

(Ord. 860 § 11, 2008; Ord. 229 § 1, 1977; Ord. 168 § 5, 1974.)

5.32.060. Repealed.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 229 § 2, 1977; Ord. 168 § 6, 1974.)

5.32.070. Records.

A. Every pawnbroker doing business in the Town shall keep a record for every article pledged with him or sold to him. Each such record shall include the full name, address, driver's license or other identification number, of the person pledging or selling any article to the pawnbroker, together with a description of the article, including serial numbers or other identifying marks (if applicable), and this record shall be open to the inspection of any law enforcement officer at any time during the hours of business.

B. Not later than the end of each working day, each pawnbroker shall make and deliver to the police department a copy of the entries made in the pawnbroker's record book on the preceding day, which report shall include all purchases and pawns transacted with individuals from the time of the last report to the day such report is made. Such reporting shall be by hand delivery, via fax, e-mail, or such other means as the police department may prescribe from time to time.

(Ord. 860 § 11, 2008; Ord. 662 § I, 2000; Ord. 488 § 1, 1994; Ord. 168 § 7, 1974.)

5.32.080 Weapons (Repealed).

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 168 § 8, 1974.)

5.32.090. Minors.

A. No pawnbroker shall have any business dealings as a pawnbroker with any person less than 18 years of age, except with the written consent of the parent or guardian of the minor to each particular transaction. No pawnbroker's license shall be issued to any person who is not 19 years of age or over; and no pawnbroker shall employ a person of less than 19 years of age to assist him in his business.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 168 § 9, 1974.)

5.32.100. Stolen goods.

A. It shall be the duty of every pawnbroker to report to the police or to the county sheriff any article pledged with him if he has reason to believe that the article was stolen or lost, and found by the person attempting to pledge it in the case of a lost article.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 168 § 10, 1974.)

Chapter 5.48
BINGO AND PULL TAB REGULATIONS

Sections:

- 5.48.010. Purpose of provisions.
- 5.48.020. Definitions.
- 5.48.030. License required.
- 5.48.039 Location.
- 5.48.040. License--Eligibility.
- 5.48.050. License fee.
- 5.48.060. Financial responsibility.
- 5.48.070. Combination of interests prohibited.
- 5.48.080. License application--Requirements.
- 5.48.090. License--Issuance or denial--Display required.
- 5.48.100. Conduct of games.
- 5.48.120. Restrictions on players.
- 5.48.130. Posting of odds required.
- 5.48.140. Pull tabs--Use of.
- 5.48.150. Examination of books, records and personnel.
- 5.48.160. Distribution of gross proceeds.
- 5.48.170. Equipment and supplies.
- 5.48.180. Gratuities prohibited.
- 5.48.190 Violation--Penalty. (Repealed.)
- 5.48.200. Suspension and revocation. (Repealed.)
- 5.48.210. License--Duration--Renewal--Transferability. (Repealed.)

5.48.010. Purpose of provisions.

- A. It is declared that the unregulated conduct of games of chance sponsored by charitable or nonprofit organizations is a threat to the health, safety and welfare of the citizens of the Town.
- B. It is further declared that the purpose of this chapter is to
 - 1. Protect the health, safety and welfare of the public;
 - 2. Protect the economic welfare and interest in fair play of participants in games of chance;
 - 3. Ensure that the fundraising potential of games of chance are fairly and fully available to charitable or nonprofit organizations within the Town;
 - 4. Prevent purposes for which games of chance are sponsored by charitable or nonprofit organizations from being subverted by improper elements;
 - 5. Monitor and control the organization, conduct and accounting of games of chance in order for the Town to promote the public welfare.

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

5.48.020. Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

- A. *Bingo* means a game of chance in which:
 - 1. The winning chances are determined by a random selection of a subset of numbers or designators or objects numbered, lettered or otherwise designated by some medium among a total set of numbers of designators or object numbered, lettered or otherwise designated by some medium.
 - 2. The card or cards held by the player by which a winner or winners are associated is sold, rented or used only at the time and place of the gaming activity.

3. The term "bingo" shall not mean or include any activity which is prohibited under Wyo. Stat. Ann. title 6, as amended, dealing with crimes and offenses.
- B. *Charitable or nonprofit organization* means an organization recognized as a charitable or nonprofit organization under the Wyoming Statutes and which possesses a valid exemption from federal income tax issued by the United States Internal Revenue Service under applicable provisions of the Internal Revenue Code and provided that the proceeds of such games are used only for charitable or nonprofit purposes.
- C. *Gross proceeds* means any money collected or received from the conduct of bingo games, raffles, pull tabs or admission thereto.
- D. *License holder* means the organization licensed to conduct games under this chapter or any member, employee or volunteer charged with compliance with this chapter and applicable state statutes.
- E. *Minor* means a person under the age of 18 years.
- F. *Pull tabs* means single or banded tickets or cards each with its face covered to conceal one or more numbers or symbols, where one or more card or ticket in each set has been designated in advance as a winner. The term "pull tabs" shall also include the devices known as "pickle cards," "break opens," "Nevada tickets," "pickles" or other similar devices.
- G. *Set (of pull tabs)* means a prepacked group of pull tabs in which the value, number and distribution of winning and non-winning pull tabs is known and determined by the manufacturer. Also known as a *deal*.
- (Ord. ____ § ____, ____; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.030. License required.

- A. A charitable or nonprofit organization shall not conduct a bingo game to which the public is invited nor sell pull tabs to the public without a license issued by the Town under the applicable requirements of this title.
- (Ord. ____ § ____, ____; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.039 Location.

- A. Each gaming license issued entitles the charitable or nonprofit organization to operate such games only in the location described in such license.
- (Ord. ____ § ____, 2021).

5.48.040. License--Eligibility.

- A. A license may be issued to a charitable or nonprofit organization which conducts bingo, pull tabs or other gaming activities permitted by Wyoming Statutes on premises owned, leased or rented by the organization with volunteer personnel who are bona fide members of the organization or personnel paid by the organization as paid employees directly controlled and supervised by the licensed organization for the sole benefit of the organization.
- (Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.050. License fee.

- A. The annual nonrefundable fee for a gaming license under this chapter shall be in amount established by resolution.
- (Ord. 1280 § 3, 2021; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.060. Financial responsibility.

- A. The holder of any gaming license under this chapter shall furnish the office of the Town Manager, or their designee a bond, line of credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.

B. If, in the judgment of the Town Manager, or the Town Council, the sureties of a bond or other form of guarantee of financial responsibility are insolvent or for any cause are no longer proper or sufficient guarantors, the Town Manager, or their designee may require the license holder to furnish a new or additional bond or guarantee.

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

5.48.070. Combination of interests prohibited.

A. A charitable or nonprofit organization which conducts games of chance permitted under Wyoming State Statutes shall not be a manufacturer or distributor of supplies or equipment for such games.

B. A charitable or nonprofit organization which conducts permitted games of chance shall not:

1. Have a direct or indirect interest of any kind in any entity which manufactures or distributes supplies or equipment for games of chance; or
2. Have any members of the organization serve as an officer, director, shareholder of more than two percent of the shares or as a proprietor or employee of an entity which manufactures or distributes supplies or equipment for games of chance.

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

5.48.080. License application--Requirements.

A. When an application for a license and supporting documentation or a renewal has been filed with the Town Manager, or their designee, with the required license fee and amounts necessary to cover costs of publishing notice, the Town Manager, or their designee shall prepare a notice of application, place the notice conspicuously upon the premises shown on the application, and publish the notice in a newspaper of local circulation once a week for three consecutive weeks. The notice shall state that the named applicant has applied for a license or renewal, and that protests against the issuance or renewal of the license or permit will be heard at a designated meeting of the licensing authority.

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

5.48.090. License--Issuance or denial.

A. The Town Council may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the Town.

B. The Town Council may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.

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

5.48.100. Conduct of games.

A. Only the organization authorized to conduct a game of chance under this chapter shall operate such game(s) or participate in the promotion, supervision or any other phase of such game(s).

B. All games shall be organized and conducted in a fair and unbiased manner. No activities which would be considered unfair to either players or the benefitted organization are permitted.

C. Any game conducted from 12:01 a.m. to six a.m. shall be considered to be conducted on the previous day unless no gaming session was conducted that day.

D. All games which are advertised or otherwise promoted shall be played. Games may have qualifying conditions, such as a minimum number of players, but such conditions must be included in any advertising or other publicity.

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

5.48.120. Restrictions on players.

A. Minors may be present at a gaming session only when accompanied by parent or guardian. Minors may participate in the sessions only to the extent of marking the parent's or guardian's bingo cards. At no other time may a minor participate in any other gaming activity addressed in this chapter.

B. No person under the influence of drugs shall be allowed to participate in any gaming activity under this chapter.

C. No volunteer or employee of a charitable or nonprofit organization shall participate in an authorized game of that organization.

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

5.48.130. Posting of odds required.

A. There shall be posted at any location where gaming activities are conducted a conspicuously placed and readable sign stating the odds of winning in each game to be played at the location and at the session.

B. For bingo, the odds shall be calculated for a single bingo card played with 99 other random bingo cards. Odds need not be posted for games with guaranteed winners or for games where the odds of winning are less than 500:1.

C. For pull tabs, the odds shall be calculated from a single pull tab from a particular unopened set.

D. Any advertising for gaming activities must include all prizes or combination of prizes. Advertising includes, but is not limited to, all signs, flyers, handbills, radio ads or television ads whether published, posted or distributed. All advertisements shall be in compliance with the ordinances of the Town.

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

5.48.140. Pull tabs--Use of.

A. The number and amount of pull tabs from a set which have won or lost, the amount of payout, or any similar information which would reveal other than the posted odds of winning or losing may be tabulated for accounting and managerial purposes but shall not be communicated to any player or potential player.

B. No set of pull tabs may be removed from play or withdrawn from sale until at least 100 percent of the major prizes have been paid to the players or no sales from the set have been made for ten days when the set was available for sale. A "major prize" is any prize of eight times the purchase price of the pull tab or greater.

C. Any set of pull tabs must be purchased by the operator as a sealed premixed set. It is specifically forbidden for an operator to purchase or otherwise acquire winning and non-winning pull tabs separately.

D. No organization, distributor or manufacturer or any representative, either with knowledge or with constructive knowledge, shall possess, display, put out for play, sell or otherwise furnish to any person any deal of pull tabs:

1. In which the winning pull tabs are not completely and randomly distributed and mixed among all other pull tabs in the set;

2. In which the location or approximate location of any of the winning pull tabs can be determined in advance of opening the pull tabs in any manner or by any device, including, but not limited to, any pattern in the manufacture, assembly or packaging of pull tabs by the manufacturer, by any markings on the pull tabs or container, or by the use of a light.

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

5.48.150. Examination of books, records and personnel.

A. The Town Manager, or their designee, shall have the power to examine or cause to be examined the books and records of any charitable or nonprofit organization to which a gaming license is issued so far as they relate to any transactions connected with holding and conducting games of chance.

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

5.48.160. Distribution of gross proceeds.

- A. During any gaming activity, no less than the percentage of the gross proceeds specified by Wyo. Stat. Ann. 6-7-101(a)(iii)(D)(IV) shall be returned to the players in the form of prizes. Merchandise prizes shall be valued at the cost to the charitable or nonprofit organization awarding the prize. The return percent may be calculated either on a session-by-session or a monthly basis.
- B. All prizes valued at \$500.00 or less shall be distributed to the winning players on the day of the game. Prizes exceeding \$500.00 in value shall be distributed to the winners no later than the next banking day. Cash prizes of \$500.00 or less may be distributed in the form of cash; cash prizes exceeding \$500.00 shall be in the form of a check; cash prizes exceeding \$1,000.00 shall be in the form of a certified check, money order or other form of guaranteed negotiable instrument.
- C. A charitable or nonprofit organization conducting gaming activities under this chapter shall provide an itemized accounting of all charitable donations made from gaming proceeds. Such information is to be provided to the Town Manager, or their designee. Such report shall be submitted with the annual application for renewal.

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

5.48.170. Equipment and supplies.

- A. All equipment, supplies and materials used in the conduct of gaming activities shall be purchased, leased or otherwise acquired by the charitable or nonprofit organization at no more than fair market value.
- B. Any sale or lease of equipment, supplies and materials used in the conduct of gaming shall be considered a separate transaction from the sale, rent or lease of the premises used for the conduct of gaming. In no case may the sale, rent or lease of premises be contingent upon the sale, lease or rent of equipment, supplies and materials from a particular person or organization.

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

5.48.180. Gratuities prohibited.

- A. Volunteers, employees or supervisory personnel assisting with the conduct of a permitted gaming activity shall not accept any tip, gratuity or any other thing of value from any player of a game.
- B. A license holder shall not receive, either directly or indirectly, any gifts, trips, prizes, provisions or other thing of value from any manufacturer or distributor of gaming supplies or equipment except for nominal promotional prizes or benefits, but in no case may the value of such prize exceed \$100.00 per calendar year.

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

5.48.190 Violation--Penalty. (Repealed.)

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

5.48.200. Suspension and revocation. (Repealed.)

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

5.48.210. License--Duration--Renewal--Transferability. (Repealed.)

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

Chapter 5.50
GROUND TRANSPORTATION

Sections:

- 5.50.010 Purpose – Authority – General Provisions.
- 5.50.020 Definitions.
- 5.50.025 Permits required.
- 5.50.030 Exemptions.
- 5.50.040 Ground transportation business license – Fee; Insurance.
- 5.50.050 Vehicle permit.
- 5.50.060 Operator’s permit.
- 5.50.070 Permit – Contents. (Repealed.)
- 5.50.080 Display of license, permit and insurance upon request. (Repealed.)
- 5.50.085 Taxi fares.
- 5.50.090 Vehicle markings and signage.
- 5.50.095 Taxi roof lights.
- 5.50.100 License and permit - Liability insurance required.
- 5.50.110 Repealed (Ord. 961 §1, 2010).
- 5.50.115 Issuance of receipts
- 5.50.120 License and permit – Term - Automatic expiration of license or permit.
- 5.50.130 Transfer of permit.
- 5.50.140 General operating requirements.
- 5.50.150 Fraud and misrepresentation prohibited.
- 5.50.160 Denial, suspension and revocation upon criminal convictions or charges.
- 5.50.170 License and permit renewal. (Repealed.)
- 5.50.180 License and permit denial, revocation or suspension conditions. (Repealed.)
- 5.50.190 Penalty. (Repealed.)

5.50.010 Purpose – Authority – General Provisions.

- A. The purpose of this chapter is to regulate and license businesses within the Town that provide public transportation services to the public to and from the Town, including courtesy vehicles, taxi’s, limousines, or executive services vehicles as defined in this chapter, and the operators or drivers for the ground transportation businesses.
- B. Every licensee and permittee providing services to the public under the provisions of this chapter must abide with the motor vehicle and traffic provisions of Title 10 of this code and federal and state law. (Ord. ____ §__, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- A. *Courtesy vehicle* means any motor vehicle, regardless of size, used regularly to transport persons and baggage to or from any hotel, motel, lodge, or other similar tourist accommodation and includes vehicles used to support non-transportation businesses such as float trips, for which no charge is paid directly by the passenger.
- B. *Executive services vehicle* or *limousine* means a vehicle meeting each of the following standards:
 - 1. Operating with advanced reservations;
 - 2. Operating for a single client or client group;

3. Using vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxi's; and
4. Providing specialized services in addition to point-to-point transportation.

C. *Fare* means that portion of the charge for hire of a ground transportation vehicle. the fare includes sales tax. The fare does not include any surcharge added as a consequence of using of a credit card to pay the fare.

(Ord. ____ § __, ____; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009)

- D. *Fully licensed* means to have a ground transportation business license, operator's permit, and a vehicle permit.
- E. *Ground transportation business* means any business operating a ground transportation vehicle of any make, model or size used or offered on a regular or continuing basis, whether or not for hire, to transport persons within, to and from the Town.
- F. *Ground transportation business license* means a business license issued by the Town for the purposes of engaging in a ground transportation business.
- G. *Ground transportation vehicle* means any motor vehicle used to provide taxi, executive vehicle, or limousine services to the public within, to or from the Town of Jackson.
- H. *Operator* or *driver* means any person authorized by the Town to operate a ground transportation vehicle.
- I. *Operator's permit* means the permit issued to a person allowing that person to drive or operate a ground transportation vehicle.
- J. *Taxi* means any motor vehicle, other than a bus or courtesy vehicle, used to carry passengers for hire on a call and demand expedited basis over the public streets of the Town, between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.
- K. *Third-party contractor* means any person operating a ground transportation vehicle, either owned by the operator or a ground transportation business, who is not directly employed by said business and who is instead hired on a contractual basis to operate the vehicle.
- L. *Vehicle permit* means a permit issued to a vehicle allowing that vehicle to be used as a ground transportation vehicle.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.025 Permits required.

- A. No person shall provide taxi, executive vehicle, or limousine services in the Town without being fully licensed.
- B. All third-party contractor vehicles and operators shall be regulated as either a courtesy vehicle, taxi, executive services vehicle, or limousine in accordance with this chapter.

5.50.30 Exemptions.

- A. Exemptions. The following are exempt from the vehicle and operator's permits required in this chapter:
 1. Vehicles used in interstate or foreign commerce.
 2. Vehicles owned and operated by a school or school district and used only to transport students or teachers to and from school or to and from approved school activities.

3. Vehicles used primarily to transport members of the owner's family or agents or employees of the owner.
4. Vehicles owned by or operated under a contract with the Town or Teton County for public transportation.
5. Courtesy vehicles and vehicles used to support non-transportation businesses, such as hotel shuttles.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.040 Ground transportation business license – Fee; Insurance

- A. 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. 1280 §3, 2021; Ord. 995 §1, 2011; Ord. 922 §1, 2009.)

- B. Insurance. Prior to initial issuance or any renewal of a ground transportation business license, the applicant shall submit to the Town Manager, or their designee, a current policy of insurance that indicates that the vehicle(s) to be utilized is approved by the insurance company to be operated as a "taxi" or an "executive services vehicle/limousine" in such amounts as the Town Council shall from time to time determine appropriate, executed by an insurance company qualified to do business in the state, and approved by the Town Council, insuring any person against loss or damage to person or property resulting to said person or said person's beneficiaries from the negligent operation of any ground transportation vehicle operated by or on behalf of the owner thereof. The applicant shall also list the Town as a "certificate holder" on the policy of insurance and provide proof thereof.

(Ord. ____ § __, ____; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009).

5.50.050 Vehicle Permit

- A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle without first obtaining a vehicle permit. Such permit shall be unique to the vehicle and to the ground transportation business to which it is assigned.
- B. Fee required. The annual fees for new vehicle permits shall be in an amount established by resolution. The vehicle permit fee shall accompany the application for a permit.
- C. Only duly licensed ground transportation businesses may apply for a vehicle permit.
- D. Only vehicles owned or leased in the name of the ground transportation business or a third-party contractor may be issued a vehicle permit.
- E. Inspection by qualified mechanic. A copy of a vehicle safety inspection performed by a qualified automobile mechanic and completed within thirty (30) days of the application, whether initial or renewal, must be attached to the application. At a minimum, the inspection shall verify the safety and working order of the following;
 1. Brakes;
 2. Tires;
 3. Steering;
 4. Suspension components;
 5. Exhaust system;

6. Windshield and wipers;
7. Lighting, including head lights, tail lights and brake lights.

F. Inspection by Town. In addition to the safety inspection required above, all applicants for vehicle permits, including renewals, must submit said vehicle to the Town Manager, or their designee, for an inspection prior to the issuance of a vehicle permit.

(Ord. ____ § ____, ____; Ord. 1280 §3, 2021; Ord. 1137 §1, 2016; Ord. 1061 §1, 2014, Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.060 Operator's Permit

- A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle in the Town of Jackson without first obtaining an operator's permit, including those operating or driving as third-party contractors.
- 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.
- C. Operator's Permit Restrictions. No operator's permit shall be issued under this chapter to any person under any of the following conditions:
 1. The person is under the age of twenty-one (21) years;
 2. To any person who does not possess a valid driver's or commercial driver's license in compliance with Wyoming state statutes;
 3. Within three (3) years from the date on which the person's driver's or commercial driver's license is revoked, denied or suspended;
 4. To any person adjudicated mentally incompetent by a court of law;
 5. To any person who is currently required to register as a sex offender in the state or in any other state or territory of the United States;
 6. To any person who has been convicted or received a deferred adjudication for drunk driving while under the influence of alcohol or controlled substances within three (3) years preceding the application for a permit;
 7. To any person who has been convicted of four (4) moving traffic violations within the preceding twelve (12) months of the date of application;
 8. Whenever the applicant has demonstrated disregard for the general public safety or welfare or demonstrated a pattern of behavior that could be construed as manifesting a disregard for public safety or welfare, including but not limited to orders granted against the applicant for stalking, protection orders, etc.;
 9. To any person who does not reside in the United States legally.

(Ord. ____ § ____, ____; Ord. 1280 §3, 2021; Ord. 1029 §1, 2013; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.070 Operator's Permit - Contents. (Repealed.)

(Ord. ____ § ____, ____; Ord. 922 §1, 2009.)

5.50.080 Display of license, permit and insurance upon request. (Repealed).

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.085 Taxi fares.

- A. 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 all trips, the maximum fares shall be in an amount established by resolution.
- B. A schedule of fares, charges, and credit card surcharges must be prominently and clearly displayed in a conspicuous place within each taxi at all times. The rate card shall contain the notation: All fares include applicable sales tax and do not include credit card surcharges.
- C. Upon request for such information, a passenger shall be informed as to the exact amount(s) of any additional fees for which a charge is applied.
- D. A surcharge may be added to a fare as a consequence of using a credit card to pay the fare and, if charged, shall be equal to, and no more than, the surcharge charged to the ground transportation business by the applicable credit card company.

(Ord. ____ § __, ____).

5.50.090 Vehicle markings and signage.

- A. No business license shall be issued to any person, firm or corporation until a designated monogram, name or insignia shall be adopted by the applicant and approved by the Town Manager, or their designee, which designation shall not conflict with or imitate any monogram, name or insignia used by another licensee in such manner as to be misleading or to tend to deceive or defraud the public.
- B. Every taxi permitted shall have painted or displayed a permanently affixed marking or signage on the rear of the vehicle, which includes the name of the company operating the ground transportation business, business telephone number and the Town vehicle permit number. No signs shall be paper or affixed with glue or tape of any kind, other than that of a self-adhesive design normally found for attachment of professionally created decaling. Lettering shall not be less than two and one-half inches in height and one-half inch stroke. All other ground transportation vehicles are not required by the Town to have decaling of any kind other than what may be required by Wyoming State Statutes.
- C. The Town vehicle permit number shall be furnished by the , Town Manager, or their designee, and shall be a unique identifier. Each number shall be attached to the left side of the rear of the vehicle. This requirement applies to all ground transportation vehicles. No Town permit decal shall be transferred to another vehicle or to different company.
- D. In the event a ground transportation business license is denied, all vehicle insignias must be removed immediately.

(Ord. ____ § __, ____).

5.50.095 Taxi Roof lights

- A. Every taxi operating under a vehicle permit shall have a taxi roof light affixed to the exterior of the roof within the front third of the vehicle roof while operating. Every roof light shall be capable of illuminating. Operators of a taxi shall have the light illuminated when on-duty and available to transport passengers. Operators of a taxi may turn the illumination of the light off when either out of service or when a rider(s) is

in transport. Upon completion of a rider transport, the operator of the taxi shall again illuminate the light if the taxi is back in service and available for transport.

(Ord. ____ § __, ____).

5.50.100 Licenses and Permit - Liability insurance required.

- A. No person shall operate any ground transportation business within the Town without first having obtained a commercial public liability and property damage insurance policy from an insurance company licensed to do business in the State of Wyoming, with dollar limits required by Wyoming State Statute. The applicant shall list the Town as a “certificate holder” on the policy of insurance. Said insurance shall specify if the vehicle to be operated is insured as a taxi, an executive services vehicle or limousine, or both. If an executive services vehicle or limousine also operates as a taxi, or vice versa, then the operator must be covered by an insurance policy sufficient to cover both executive and taxi services.
- B. Any person engaged in a ground transportation business within the Town shall submit their commercial public liability and property damage insurance policies to any official of the Town for examination upon request.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.110 Repealed.

(Ord. 961 §1, 2010.)

5.50.115 Issuance of receipts.

- A. Upon request, the operator of the vehicle shall furnish passengers receipts for fees collected.

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.120 Licenses and permits – Term; Automatic expiration.

- A. Ground transportation business licenses, vehicle permits, and operator’s permits issued under this chapter shall be valid for a period of time of one (1) year and shall expire one (1) year from the date of issuance, provided that any license or permit issued under this chapter shall expire immediately if
 1. The liability insurance lapses or is otherwise cancelled or is altered in a manner that does not coincide with the method of operation, i.e. changed from taxi to executive services or limousine service, etc.; or
 2. The operator’s state-issued driver’s license is expired, cancelled, revoked, or suspended..

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.130 Transfer of license or permit.

- A. Licenses or permits issued under this chapter are personal privileges and shall not be assignable or transferable to any other person, corporation or firm. Notwithstanding the foregoing, operator’s permits are transferable between ground transportation businesses if used by a single individual operator.

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.140 General Operating Requirements.

- A. Additional passengers. Whenever the operator or driver is transporting a passenger or passengers, such passenger or passengers shall have the exclusive right to full and free use of the passenger compartment, and it is unlawful for the operator to solicit or carry an additional passenger or passengers therein, except with the consent of the passenger or passengers then being transported.
- B. Alcoholic Beverages prohibited. No operator or driver of a ground transportation vehicle shall have any measurable amount of alcohol or illegal controlled substance in their system while operating or in actual physical control of a ground transportation vehicle.
- C. Subject to random roadside driver inspections and safety checks. Vehicles and operators permitted under this Chapter are subject to random roadside inspections by any police officer and may be inspected at such intervals as shall be established by the Chief of Police to ensure compliance with this Chapter.
- D. Smoking in vehicles prohibited. It is unlawful for any operator, driver or passenger to smoke within a Ground Transportation Vehicle.
- E. Personal Pets Prohibited. It is unlawful for the operator or driver to carry a personal pet of any kind within a Ground Transportation Vehicle other than those service animals individually trained to do work or perform tasks for the operator or driver with a disability as defined by the Americans with Disabilities Act (ADA) regulations.
- F. All operators under this chapter, including third party contractors, shall abide by all rules and regulations of the Jackson Hole Airport Board as they pertain to the regulation and movement of ground transportation vehicles while on the Jackson Hole Airport property or conducting business at the Jackson Hole Airport property.

(Ord. ____ § ____, ____; Ord. 1001 §1, 2012; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.150 Fraud and misrepresentation prohibited.

- A. It is unlawful for any owner, operator, driver, or for any person soliciting patronage for any ground transportation vehicle, to induce or attempt to induce any person to employ them by knowingly or wantonly misinforming or misleading such person as to the time or place of the arrival or departure, or the location of any hotel, public place or private residence within the Town, or to practice any deceit, fraud or misrepresentation in any manner whatever relative to matters pertaining to their business.
- B. It is unlawful for any owner, operator or driver to charge rates in excess of those prescribed herein.
- C. It is unlawful to refuse to pay for a ride in a ground transportation vehicle once the ride has commenced.

(Ord. ____ § ____, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.160 Denial, suspension and revocation upon criminal convictions or charges.

- A. In addition to the grounds set forth in chapter 5.04, the Town Manager, or their designee, may deny, suspend or revoke any ground transportation business license, vehicle permit or operator's permit issued pursuant to this chapter if they become aware of any criminal conviction or criminal charges and they determine, based on the factors below, that the criminal conviction or criminal charges compromise the person's ability, capacity, or fitness to hold a ground transportation business license, vehicle permit, or operator's permit:

1. The nature and seriousness of the crime;
2. The relationship of the crime to the purpose for requiring a ground transportation business license, vehicle permit, or operator's permit;

3. The extent to which a ground transportation business license, vehicle permit or operator's permit might offer an opportunity to engage in further criminal activity of the similar type as that in which the person had previously been involved;
4. The relationship of the crime to the ability or capacity required to perform the duties and responsibilities under a ground transportation business license, vehicle permit, or operator's permit;
5. Any correlation between the elements of the crime and the duties and responsibilities of the ground transportation business license, vehicle permit, or operator's permit.

B. When the Town Manager, or their designee, denies, suspends or revokes a license or permit pursuant to this section, the procedure shall be in accordance with chapter 5.04.

C. If the criminal charges are either dismissed or an acquittal is rendered the license or permit shall be reinstated.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.170 License or permit renewal (Repealed).

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.180 License or permit denial, revocation, or suspension conditions. (Repealed.)

(Ord. ____ § __, ____; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

Chapter 5.52
GENERAL BUSINESS REGULATIONS
(Ord. _____ §____, 2021.) (Repealed.)

MARCH 15 MEETING DRAFT

Chapter 5.60
RESIDENTIAL SHORT-TERM RENTAL PERMITS

Sections:

- 5.60.010 Intent and purpose.
- 5.60.020 Definitions.
- 5.60.030 Prohibitions.
- 5.60.040 Residential short-term rental permit required.
- 5.60.050 Residential short-term rental business operational requirements.
- 5.60.060 Permit renewal.
- 5.60.070 Permit expiration.
- 5.60.080 Permit denial.5.60.090. Appeal.
- 5.60.100 Fraud and misrepresentation.
- 5.60.110 Administrative enforcement.
- 5.60.120 Reserved.
- 5.60.130 Reserved.

5.60.010. Intent and purpose.

- A. The natural, wildlife, agricultural, and scenic resources found in the Town of Jackson are essential components of the community's economic base and establish the character of the community. The economic base of the community is tourism and the future success of tourism is directly linked to the community's ability to provide an enjoyable experience to people who have many alternative locations to vacation. The location of tourist facilities and the quality of the facilities are important parts of the tourist experience in Jackson, and thus this chapter seeks to ensure those facilities are of the highest quality.
- B. The intent and purpose of this chapter is to establish procedures and standards by which residential short-term rentals can be provided to tourists seeking them in a manner that protects both the quality of their experience and the community of Jackson. It is the Town of Jackson's intent to establish residential short-term rental regulations that promote a mix of lodging options to support Jackson's tourist base and local economy, while simultaneously upholding the health, safety and welfare of the public and preserving the long-term residential neighborhoods within the Town.

5.60.020. Definitions.

- A. *Residential short-term rental* means the rental of all or a portion of a residential unit such that occupancy is limited to less than one calendar month. One calendar month is the period of time from a day of one month to the corresponding day of the next month if such exists; or if not, to the last day of the next month. One calendar month shall be computed by excluding the first and including the last day (as from January 4 to February 3 or from January 31 to February 29).
- B. Words or phrases in this chapter necessitating a definition shall be defined pursuant to the Town Land Development Regulations, as amended.

(Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012.)

5.60.030. Prohibitions.

- A. No person shall sublet a residential short-term rental unit.

(Ord. ____ § ___, 2021; Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012.)

5.60.040 Residential short-term rental permits; application; transfer

- A. The residential short-term rental permit fee shall be in an amount established by resolution. for each residential short-term rental unit being permitted.
- B. Where one agent or owner manages or owns multiple residential short-term rental units within the same complex, a single consolidated permit application may be submitted. Each residential short-term rental unit will be assigned a unique permit number. If the units are managed by different owner representatives, despite being in the same complex, separate applications are required.
- C. Residential short-term rental permits are nontransferable, except that upon death the property may be transferred to an immediate family member.

(Ord. ____ § ____, 2021).

5.60.050 Residential short-term rental business operational requirements

- A. Notice to neighbors within 300 feet. Rental unit owners or their agents must provide notice to the owners of neighboring parcels within 300 feet of the short-term rental property, informing these neighbors that a residential short-term rental permit has been issued and providing the name and contact information for the local owner representative. The residential short-term rental permit holder has an affirmative duty to re-notify all applicable neighbors and the Town upon a change in the local owner representative.
- B. Advertising requirements. Any advertising, including but not limited to newspaper, radio, print, digital, or voice advertising of residential short-term rental units must include:
 - 1. The valid permit number issued to the unit; and
 - 2. For digital advertising, an effective internet link to the Town of Jackson short-term rental law.
- C. Lodging and sales taxes. residential short-term rental unit owners are subject to and responsible for collecting and remitting all applicable taxes, specifically including the sales and lodging taxes.
- D. Compliance with building and fire codes. All residential short-term rental units are subject to the applicable building and fire codes and prior to occupancy must be reviewed and approved for compliance with such codes by the Town Building Official and the Fire Marshal, respectively.

5.60.060 Permit Renewal (Repealed.)

(Ord. ____ § ____, 2021).

5.60.070 Permit Expiration (Repealed.)

(Ord. ____ § ____, 2021).

5.60.080 Permit ineligibility

- A. In addition to the grounds in chapter 5.04, a conviction for the operation of a residential short-term rental without a permit shall result in the property owner being ineligible for a permit for five (5) years.

(Ord. ____ § ____, 2021).

5.60.090. Appeal. (Repealed.)

(Ord. ____ § ____, 2021).

5.60.100 Fraud and Misrepresentation

- A. It is unlawful for any residential short-term rental unit owner or their agent to induce or attempt to induce any person to rent a unit by knowingly or wantonly misinforming or misleading such person as to the time

period for which the unit is available, the regulations applicable to residential short-term rental units, the location of the unit within the Town of Jackson, or the rental rate of the unit.
(Ord. ____ § ___, 2021).

5.60.110 Administrative Enforcement (Repealed.)

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

5.60.120. Repealed.

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

5.60.130. Repealed.

(Ord. ____ § ___, ____; Ord. 1179 §1, 2017).

MARCH 15 MEETING DRAFT

Chapter 5.70
ADULT ENTERTAINMENT BUSINESS

Sections:

5.70.010 Intent, rationale and purpose.

5.70.020 Legislative findings.

5.70.030 Definitions.

5.70.040 Operation standards.

5.70.050 Reserved.

5.70.010. Intent, rationale and purpose.

- A. Adult entertainment businesses require special supervision from the public safety agencies of the Town in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the Town.
- B. The Town Council finds that adult entertainment businesses, as a category of establishments, are frequently used for unlawful sexual activities, including prostitution.
- C. There is convincing documented evidence that adult entertainment businesses, as a category of establishments, have deleterious secondary effects and are often associated with crime and the downgrading of property values.
- D. The Town Council desires to minimize and control these adverse secondary effects and thereby protect the health, safety, and welfare of the citizenry; protect citizens from crime; preserve the quality of life; preserve the property values and character of surrounding neighborhoods and deter the spread of urban blight.
- E. The Town Council recognizes its constitutional duty to interpret, construe, and amend its ordinances to comply with constitutional requirements as they are announced.
- F. With the passage of the ordinance from which this chapter is derived, the Town Council accepts as binding the applicability of general principles of criminal and civil law and procedure and the rights and obligations under the United States and Wyoming Constitutions, the Wyoming State Statutes, and the Wyoming Rules of Civil and Criminal Procedure.
- G. It is not the intent of this chapter to suppress any speech activities protected by the United States Constitution or the Wyoming Constitution, but to enact an ordinance to further content-neutral governmental interests of the Town, to wit, the controlling of secondary effects of adult entertainment businesses.
- H. It is the purpose of this section to regulate the standards of adult entertainment business to promote the health, safety, and general welfare of the citizens of Jackson, Wyoming, and to establish reasonable and uniform regulations to address the adverse secondary effects of adult entertainment business within the Town. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction of the content of any communication material, including sexually-explicit materials. Similarly, it is not the intent or effect of this chapter to restrict or deny access by adults to sexually-explicit materials protected by the First Amendment to the United States Constitution, or articles 1 and 20 of the Wyoming Constitution, or to deny access by the distributors and exhibitors of sexually-explicit entertainment to their intended market. It is not the intent or effect of this chapter to condone or legitimize the distribution of obscene material as defined by Wyo. Stat. Ann. 6-4-301(a)(iii).

5.70.020. Legislative findings.

A. This chapter is based on findings concerning the adverse secondary effects of the adult entertainment business on the community presented in studies, case law, and expert papers reviewed by the Town Council, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986), *Young v. American Mini Theatres*, 426 U.S. 50 (1976), *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991), *City of Erie v. Pap's A.M.*, 120 S. Ct. 1382 (2000); *City of Los Angeles v. Alameda*

Books, Inc., 535 U.S. 425 (2002); *N.Y. State Liquor Auth. v. Bellanca*, 452 U.S. 714, 717–18 (1981); *California v. LaRue*, 409 U.S. 109, 118 (1972); *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484, 515 (1996); *BZAPS, Inc. v. City of Mankato*, 268 F.3d 603, 606 (8th Cir. 2001); *181 S. Inc. v. Fischer*, 454 F.3d 228, 233–34 (3d Cir. 2006), and on studies in and by other communities including, but not limited to, all those in the National Law Center for Children and Families 2005 Summaries of SOB Land Use Studies; Richard McCleary, Rural Hot Spots: The Case for Adult Businesses, Criminal Justice Policy Review 19(2), 153-163 (2008); Eric Domain Kelly, et. al., Survey of Florida Appraisers: Effects of Land Uses on Market Values, (2008); Alan C. Weinstein et. al., The Association of Adult Businesses with Secondary effects: Legal Doctrine, Social Theory, and Empirical Evidence, 29 Cardozo Arts and Entertainment Law Journal 565 (2011); Richard McCleary, Do "Off-Site: Adult Businesses Have Secondary Effects? Legal Doctrine, Social Theory, and Empirical Evidence, Law & Policy Vol. 31, No. 2 218-35 (2009).

5.70.030. Definitions.

A. *Adult entertainment business* means a business that generates a substantial or significant portion of its revenues, or devotes a substantial or significant portion of its interior business, advertising, sale floor, or display space for the exhibition, display, sale, or performance, whether presented as printed materials, live entertainment, recorded entertainment, or devices emphasizing or focusing on whole or partial exposure to view of intimate parts or the depiction, simulation or facilitation of sexual contact.

1. The term adult entertainment business includes:
 - a. *Intimate parts* as defined by Wyo. Stat. Ann. 6-2-301.
 - b. *Sexual contact* means touching, with the intention of sexual arousal, gratification or abuse, of the patron's intimate parts by performers, or of the performer's intimate parts by patrons, or of the clothing covering the immediate area of the patron's or performer's intimate parts;
2. The term "adult entertainment business":
 - a. Shall not be construed to apply to or otherwise allow any form of activity prohibited or punished by law such as exhibitions, displays, or performances deemed by law to be obscene.
 - b. Shall not be construed to apply to the presentation, showing, or performance of any play, drama, ballet, or other artistic work in any theater, concert hall, museum, school, institution of higher education, or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

5.70.040. Operation standards.

- A. Duty to comply. It shall be the legal duty of the owner and his/her agents to ensure that all operation standards are enforced.
- B. Manager's station. The adult entertainment business shall be configured in such a manner that there is an unobstructed view from a designated manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. The view required in this subsection must be by direct line of sight from the manager's station.
- C. Employee presence. During operational hours, every adult entertainment business shall have, at minimum, two employees present on site within the business, one of which must be at the manager's station. Cameras and other automated devices do not meet this standard.
- D. Hours of operation. All adult entertainment businesses:
 1. May be open between the hours 8:00 p.m. and 6:00 a.m., Monday through Saturday.
 2. Must be closed between the hours 6:00 a.m. and 8:00 p.m., Monday through Saturday.
 3. Must be closed on national holidays, regardless of the day of the week on which such a holiday falls.
 4. Must be closed Sunday, beginning at 6:01 a.m. Sunday morning.
- E. Minors. No person under the age of 18 years shall be permitted:

1. In any adult entertainment business;
 2. To purchase goods or services at an adult entertainment business; or
 3. To work at an adult entertainment business.
- F. Public view. Adult entertainment business, as defined in this section, shall be obscured from public view such that the business is not readily apparent to a reasonable observer.
- G. Lighting. Outdoor lighting shall be left on for one hour after closing.
- H. Alcoholic liquor.
1. For the purposes of this chapter, definitions shall be those in Wyo. Stat. Ann. 12-1-101
 2. No alcoholic liquor shall be sold, consumed, made available in any way, or present at or on a parcel of land where an adult entertainment business is operational.
- I. Public indecency. No owner or agent of any adult entertainment business shall knowingly, or with reasonable cause to know, allow a patron to commit on the business premises an act of public indecency as set forth in Wyo. Stat. Ann. 6-4-201 or section 9.28.030.
- J. Sexual acts. No sexual acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, sodomy, and masturbation shall take place on the premises of any adult entertainment business by or between performers, owners, agents, and patrons.
- K. Live performance. Live performance within an adult entertainment business shall only be permitted pursuant to the following standards:
1. Patrons shall be seated no closer than six horizontal feet from the stage.
 2. Patrons shall not be permitted on the stage at any time.
 3. All performers shall remain on the stage during the performance.
 4. Physical contact between a performer and patron shall not be permitted.
- L. Viewing booths. All adult entertainment business which contain one or more viewing booths, whether for live or recorded performance, shall comply with the following standards:
1. All viewing booths shall remain unobstructed by any doors, curtains, partitions, walls, merchandise, display racks or other materials.
 2. Physical contact between a performer and patron shall not be permitted.
 3. No viewing booth may be occupied by more than one person at any time.
 4. No openings of any kind shall exist between viewing booths.

5.70.050. Repealed.

(Ord. ____ § __, ____; Ord. 1169 § 1, 2017.)

Chapter 5.80
RESIDENTIAL RENTAL PROPERTY REGULATIONS

Sections:

5.80.010 Purpose.

5.80.020 Definitions.

5.80.030 Minimum notice of non-renewal.

5.80.040 Reserved.

5.80.010. Purpose.

A. The ordinance from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes, the Wyoming Constitution and the United States Constitution, the powers of the Town of Jackson to take steps to provide minimum notice requirements for non-renewal of residential rental properties in order to provide for the health, safety and welfare of its residents.

(Ord. 1187 § 1, 2018.)

5.80.020. Definitions.

- A. *Rental agreement* means any agreement, written or oral, which establishes or modifies the terms, conditions, rules or any other provisions regarding the use and occupancy of a residential rental unit but excluding a residential short term rental that is permitted in compliance with chapter 5.60.
- B. *Renter* means any renter, lessee, tenant or other person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.
- C. *Owner* means the owner, lessor or sublessor of a residential rental unit and for purposes of notice and other communication required or allowed under this chapter, the term "owner" includes a managing agent, leasing agent or resident manager unless the agent or manager specifies otherwise in writing in the rental agreement.

(Ord. 1187 § 1, 2018.)

5.80.030. Minimum notice of non-renewal.

- A. If a rental unit will not be available to renter to re-rent at the end of the term of a rental agreement that has not expired and has not been prematurely terminated for cause and the renter has complied with the terms and conditions thereof, the owner must provide the renter, at a minimum, 30 days' written notice that the unit will not be available to renter to re-rent. Unless otherwise stated in a rental agreement, written notice may be provided via electronic communication upon mutual consent of the parties.
- B. It is not a violation of subsection A of this section if owner cures the failure to provide the notice required by that subsection by promptly providing renter with overdue written notice of non-renewal extended through the last day of the following month, not to be less than 30 days.
- C. Nothing in this provision may be construed to impair an owner's rights under Wyo. Stat. Ann. 1-21-1203(d).

(Ord. 1187 § 1, 2018.)

5.80.040. Repealed.

(Ord. 1187 § 1, 2018.)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

RESOLUTION 21-xx

A RESOLUTION ESTABLISHING GROUND TRANSPORTATION FARE MAP

WHEREAS, pursuant to title 15 of the Wyoming State Statutes, the Town Council may institute regulations necessary for the health, safety and welfare of the Town, its inhabitants and guests; and

WHEREAS, the Town Council acknowledges that taxi rides provide convenience to residents and visitors of the Town, mitigates the need for a visitor to rent a vehicle, and provides safe option for residents and visitors to return to their home or rental accommodation; and

WHEREAS, the Town Council acknowledges that regulating taxi fares will ensure predictability in the amount customers will be charged, eliminate price gouging, and to ensure a reasonable return for owners and drivers; and

WHEREAS, on _____, 2021, the Town Council approved Ordinance XX which amended and reenacted Title 5 of the Jackson Municipal Code and, in conjunction therewith, updated the taxi fare provisions thereof by adopting taxi fares by resolution; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on March 15, 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 this Resolution #21-xx and establishes a Town of Jackson Ground Transportation Fare Map, attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

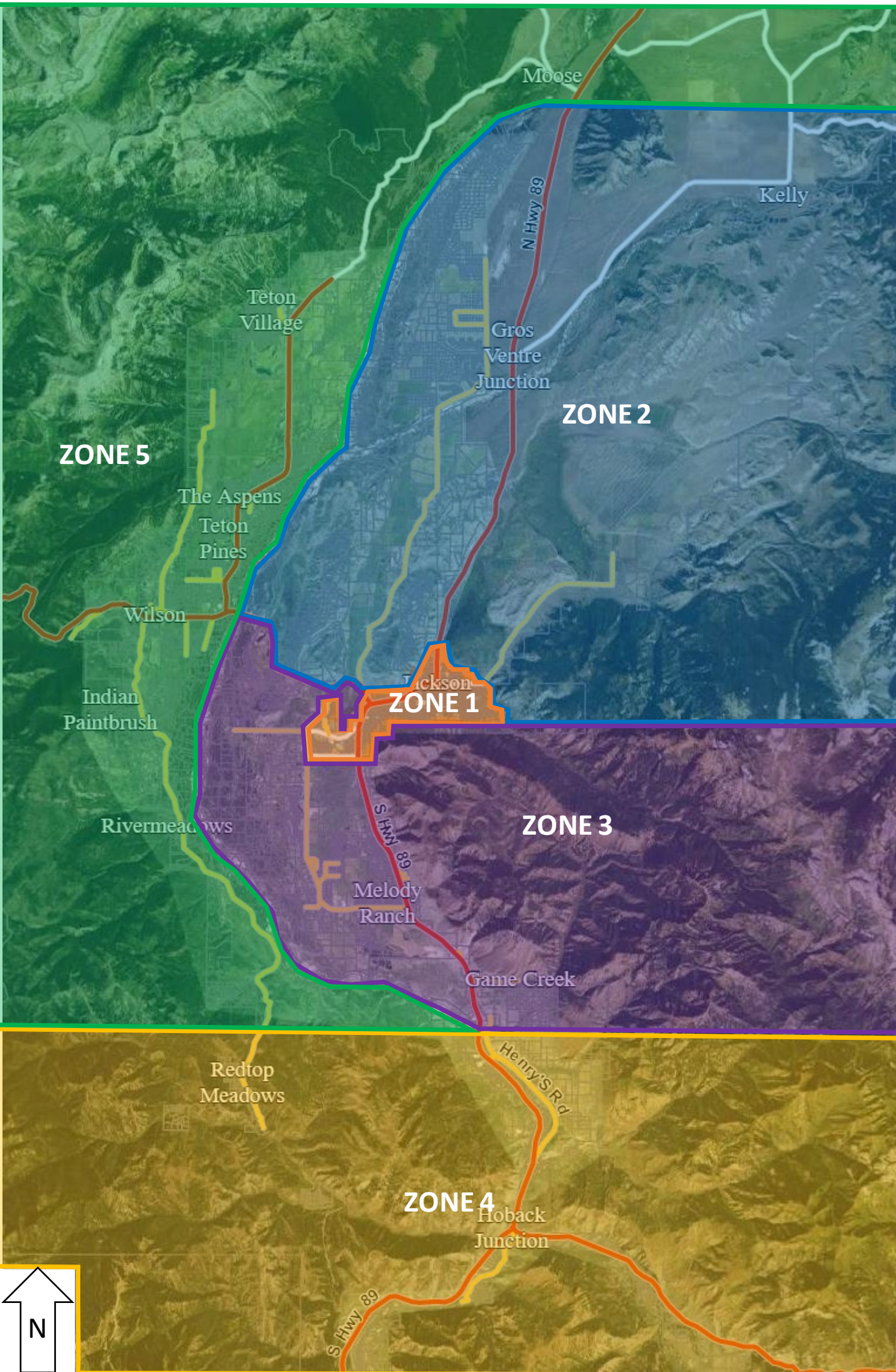
APPENDIX A

<u>ZONE</u>	<u>AREA</u>	<u>FARE</u>
1	All properties within the Town of Jackson corporate limits and all properties accessible by vehicle from within the Town of Jackson corporate limits.	Trips entirely within Zone 1 cannot exceed \$15.00. Trips between Zone 1 and Zone 2 cannot exceed \$70.00. Trips between Zone 1 and Zone 3 cannot exceed \$35.00. Trips between Zone 1 and Zone 4 cannot exceed \$63.00. Trips between Zone 1 and Zone 5 cannot exceed \$57.00.
2	All properties accessible by vehicle from roads: West of the Teton County, Wyoming boundary; East of the Snake River; North of the Town of Jackson corporate limits and north of Highway 22 to a point equal latitudinally with the Jackson Hole Airport; South of the Jackson Hole Airport. This zone also includes all properties within the unincorporated area of Kelly, Wyoming.	Trips entirely within Zone 2 cannot exceed \$45.00. Trips between Zone 2 and Zone 3 cannot exceed \$75.00. Trips between Zone 2 and Zone 4 cannot exceed \$100.00. Trips between Zone 2 and Zone 5 cannot exceed \$95.00.
3	All properties accessible by vehicle from roads: West of the Teton County, Wyoming boundary; East of the Snake River; South of the Town of Jackson corporate limits and south of Highway 22 to a point equal latitudinally with Munger Mountain Road; North of a point equal latitudinally with Munger Mountain Road.	Trips entirely within Zone 3 cannot exceed \$25.00. Trips between Zone 3 and Zone 4 cannot exceed \$54.00. Trips between Zone 3 and Zone 5 cannot exceed \$54.00.
4	All properties accessible by vehicle from roads: South of a point a point equal latitudinally with Munger Mountain Road; North of the Teton County, Wyoming boundary; East the Teton County, Wyoming boundary; West the Teton County, Wyoming boundary.	Trips entirely within Zone 4 cannot exceed \$35.00. Trips between Zone 4 and Zone 5 cannot exceed \$73.00.
5	All properties accessible by vehicle from roads: Not included in another zone.	Trips entirely within Zone 5 cannot exceed \$60.00.

The maximum fares set forth herein are for one to four (1-4) passengers. Ground transportation businesses may charge a maximum of four dollars (\$4.00) per additional passenger.

If there is a doubt about in what zone a property lies, it is resolved by determining in which zone the vehicle access to the property is. If more than one vehicle access exists, the more commonly used access shall control.

Ground Transportation Fare Map



ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING TITLE 5 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR BUSINESS REGULATION 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. 148, 148A, 168, 216, 229, 311, 312, 330, 333, 337, 344, 402, 432, 488, 593, 614, 615, 626, 662, 669, 670, 671, 675, 676, 786, 795, 821, 825, 853, 895, 922, 929, 931, 932, 959, 961, 994, 995, 1001, 1029, 1061, 1092, 1100, 1113, 1169, 1179, 1187, 1235, 1236, 1237 AND 1238; Section 2 Of The Town Of Jackson Ordinance Nos. 148, 168, 229, 669, 667, 671 AND 676; Section 3 Of The Town Of Jackson Ordinance Nos. 148, 168, 501, 670, 676 And 860; Section 4 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 5 Of The Town Of Jackson Ordinance Nos. 148, 168 And 670; Section 6 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 7 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 8 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 9 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 10 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 11 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 12 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 13 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 14 Of The Town Of Jackson Ordinance No. 148; Section 15 Of The Town Of Jackson Ordinance No. 148; Section 16 Of The Town Of Jackson Ordinance No. 148; Section 19 Of The Town Of Jackson Ordinance No. 148; Section 20 Of The Town Of Jackson Ordinance No. 148; Section 21(a) Of The Town Of Jackson Ordinance No. 148; Section 21(b) Of The Town Of Jackson Ordinance No. 148; Section 21(l) Of The Town Of Jackson Ordinance No. 148; Section 22 Of The Town Of Jackson Ordinance No. 148; Section 23 Of The Town Of Jackson Ordinance No. 148; Section 24 Of The Town Of Jackson Ordinance No. 148; Section 25 Of The Town Of Jackson Ordinance No. 148; Section 26 Of The Town Of Jackson Ordinance No. 148 and Sections 5.04.010, 5.04.020, 5.04.021, 5.04.022, 5.04.023, 5.04.024, 5.04.025, 5.04.026, 5.04.027, 5.04.028, 5.04.030, 5.04.050, 5.04.080, 5.04.090, 5.04.100, 5.04.110, 5.04.120, 5.04.130, 5.06.010, 5.06.011, 5.06.015, 5.06.020, 5.06.030, 5.06.030, 5.06.050, 5.06.060, 5.06.070, 5.06.080, 5.06.090, 5.06.110, 5.06.120, 5.06.130, 5.06.140, 5.06.150, 5.06.160, 5.06.170, 5.08.010, 5.08.020, 5.12.010, 5.12.015, 5.12.020, 5.12.030, 5.12.040, 5.12.050, 5.12.060, 5.12.070, 5.12.080, 5.12.090, 5.12.100, 5.12.110, 5.12.115, 5.12.120, 5.12.130, 5.12.140, 5.12.150, 5.20.010, 5.20.020, 5.21.010, 5.21.020, 5.21.030, 5.21.040, 5.21.050, 5.21.060, 5.21.070, 5.21.080, 5.21.090, 5.21.100, 5.24.010, 5.24.020, 5.24.030, 5.32.010, 5.32.020, 5.32.030, 5.32.040, 5.32.060, 5.32.080, 5.32.100, 5.48.020, 5.48.030, , 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.120, 5.48.150, 5.48.160, 5.48.190, 5.48.200, 5.48.210, **5.50.010, 5.50.020, , 5.50.030, 5.50.040, 5.50.050, 5.50.060, 5.50.070, 5.50.080, , 90, 9, 5.50.100, 5.50.115, 5.50.120, 5.50.130, 5.50.140, 5.50.150, 5.50.160, 5.50.170, 5.50.180, 5.52.010, 5.52.020, 5.52.030, 5.52.040, 5.52.010, 5.60.030, 5.60.040, 5.60.060, 5.60.070, 5.60.80, 5.60.090, 5.60.100, 5.60.110,** 5.60.120, 5.60.130, 5.70.050, 5.80.040 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows

Chapter 5.04
BUSINESS LICENSES ~~TAX~~ -- GENERALLY PROVISIONS

Sections:

- 5.04.010 ~~License tax levied~~ -- Purpose.
- 5.04.020 Definitions.
- 5.04.021 License required.
- 5.04.022 Personal Privilege.
- 5.04.022 Coordination of contractor licensing.
- 5.04.023 Separate licenses.
- 5.04.024 Evidence of doing business.
- 5.04.025 Building and premises.
- 5.04.026 Fees—Payment.
- 5.04.027 Applications – initial and renewal.
- 5.04.028 Display license.
- 5.04.030 Separate violations. (Repealed.)
- 5.04.050 Change of location.
- ~~5.04.040 Evidence of doing business.~~
- 5.04.0650 Nuisances.
- 5.04.0760 Soliciting and peddling in residential areas. (Repealed.)
- 5.04.080 Change of location.
- 5.04.090 Transfer.
- 5.04.100 Notification required.
- 5.04.110 Merchandise sales from public property.
- 5.04.120 Expiration of licenses.
- 5.04.130 Denial, revocation and suspension.

5.04.010 ~~License tax levied~~ -- Purpose.

~~For the purpose of raising revenue, the Town of Jackson, a municipal corporation, duly incorporated under the laws of the state of Wyoming, does levy a license tax on any business whatsoever conducted, carried on or trafficked in, within the limits of the Town of Jackson, pursuant to the provisions of Section 15-103(xiii) Wyoming Statutes (1957) as amended. Wyo. Stat. Ann. 15-1-103(a)(xiii).~~

- A. The purpose of this chapter of licensing and regulating certain types of businesses and events held within the Town is to protect the health, safety and general welfare of those receiving goods and services, and to provide uniform regulations for the providers of goods and services.
- B. The provisions of this chapter are pursuant to authority granted cities and towns under Wyo. Stat. Section 15-1-103(a)(xiii).
- C. Every person transacting or carrying on any business within the Town, prior to and during transacting or carrying on such business, must obtain and maintain a general business license pursuant to this chapter. Where other chapters of the code provide more specific regulations and requirements for the business for which a license or permit may be issued, said additional regulations and requirements also apply to the business and must also be complied with prior to and during transacting or carrying on such business, including securing a license or permit under that more specific chapter in lieu of the general business license.

(Ord. _____ § _____; Ord. 860 §3, 2008; Ord. 148 §1, 1972.)

5.04.020 Definitions.

The following words and phrases, when used in this ~~title chapter and Chapters 5.04 through 5.24, and 5.52,~~ shall have the following meanings ~~ascribed to them in this section unless the context clearly indicates a different meaning:~~

- A. *Agent or Independent Contractor* includes such individuals who work independently without employees, either with or without a contract, at their own discretion but under the general direction of the business ~~except those who have their own business license or contractor license. Examples of agents or independent contractors include but are not limited to, -~~real estate agents, attorneys, doctors, and hairstylists. ~~-are "Agents" under this definition.~~
(Ord. _____ § _____; Ord. 930 §1, 2009; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)
- B. *Business* includes all and every kind of lawful business, trade, calling, profession, or occupation, including solicitation and street performing.
- C. *Employee* means an individual in the service of another, where the employer has the power or right to control and direct the employee in the details of how the work is to be performed, subject to the following: An individual who works twenty (20) hours per week or less shall be designated a part time or "half" employee; thus, two (2) half employees shall equal one (1) employee. An individual who works more than twenty (20) hours per week shall be considered one (1) employee. Seasonal employees shall be attributed according to the percent of the year they are employed, rounding to the nearest quarter; thus, a seasonal employee who is employed for three months shall be accounted for as a "quarter" employee. An owner who works for and draws a salary from his or her business shall be designated as an employee or part-time employee, depending on the number of hours and/or months worked per week.
- ~~D. "Fixed place of business" is the premises within the Town where a business is continuously conducted from day to day and regularly kept open for the purpose of said business. "Regular place of business" for the purpose of this subsection has the same meaning as "fixed place of business."~~
- ~~D. "Person" means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business trusts, societies, and individuals transacting and carrying on any business in the Town other than as an employee.~~
- ~~E. "Restaurant" includes any place where food or drink is prepared to serve to the public for consumption on the premises; "food service business" includes any place where food or drink (other than alcoholic liquor) is prepared or served to the public for consumption other than on the premises or within automobiles on the premises of the food service business; and "food" includes beverages other than alcoholic liquor.~~
- ~~F. Sales tax collecting business means a business that possesses a sales tax license generates 50 percent or more of its revenue from activities that are subject to sales tax levies by the Town of Jackson.~~
- ~~F.G. Town official is any law enforcement officer, community service officer, or special municipal officer of the Town of Jackson.~~

~~H. "Town" means the town of Jackson.~~

(Ord. _____ § _____; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)

5.04.021 License required.

- A. It shall be unlawful for any person to transact or carry on any business in the Town not otherwise exempt without first having procured a business license or permit from the Town and complied with all of the applicable provisions of this chapter and any applicable specific requirements or regulations of other chapters of this Code.
- B. Upon approval the Town manager, or their designee, shall issue to the applicant an identification card corresponding the type of permit or license issued.

(Ord. _____, § _____, 2021).

5.04.022 Personal Privilege

A. A license or permit issued under this chapter shall be a personal privilege, good for the period for which issued, subject to the condition however, that it may, for good cause, be denied, revoked or suspended.
(Ord. _____, § _____, 2021).

5.04.022. Coordination of contractor licensing.

A. Contractors, as that term is defined in title 15, shall be subject to all relevant requirements of title 15. Upon issuance of a contractor license, said license shall be renewed each year thereafter through the provisions of this title and pursuant to the fees set forth in this title.
B. Should the contractor license lapse in any given year, the contractor will be required to reapply under the provisions of title 15.
(Ord. _____, § _____, 2021).

5.04.023 Separate licenses.

A. A separate license must be obtained for each branch, establishment, or separate place of business in which the business is conducted.
B. Each agent or independent contractor is required to obtain their own business license, separate and distinct from the business for which they work.
(Ord. _____, § _____, 2021).

5.04.0240 Evidence of doing business.

Whenever any person by the use of signs, circulars, cards, telephone books, or newspapers, advertises, holds out, or represents that they are in business in the Town, or when any person holds an active license or permit issued by a governmental agency indicating that they are in business in the Town, ~~and such person fails to deny by a sworn statement given to the Town Clerk that he is not conducting a business in the Town, after being requested to do so by the Town Clerk, then~~ these facts shall be considered prima facie evidence that they are conducting a business in the Town.

(Ord. _____ § _____, _____; Ord. 860 §3, 2008; Ord. 148 §6, 1972.)

5.04.025 Building and premises.

No license or permit shall be issued for the conduct of any business or performance of any act if the premises and building to be used does not fully comply with the requirements of the Town or which would involve a violation of the Land Development Regulations.

(Ord. _____ § _____, _____).

5.04.026 Fees--Payment.

A. All fees for licenses and permits shall be in an amount established by resolution, be paid at the time application therefor is made to the Town, and be non-refundable.
B. Any licenses or permits not renewed by December 31st each year shall be delinquent and a late fee in an amount established by resolution shall be imposed.
C. Receipt of payment does not constitute approval of a business license application.
(Ord. _____, § _____, _____; Ord. 860 § 6, 2008; Ord. 670 § 6, 2000; Ord. 148 § 14, 1972).

5.04.027 Applications – initial and renewal.

A. Every person seeking to begin, or continue if previously licensed or permitted, business within the Town

must complete an application pursuant to this section and obtain approval before beginning or continuing such business.

B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.

C. It shall be the duty of the applicant to seek any reviews, authorizations, permits and/or approvals from state, federal, Town or county authorities that may be required in addition to the license or permit set forth in this title.

D. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.

E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license or permit is renewed.

F. Applications shall be processed within 30 days of the receipt of an application.

(Ord. _____, § _____).

5.04.028 Display license.

A. Any person licensed or permitted hereunder shall maintain possession of their current license or permit and display it in a prominent place, as applicable, on their permanent premises, their temporary location, in their vehicle, or on their person, and shall produce the same upon the request of any Town official or customer.

(Ord. _____, § _____).

5.04.030 Separate violations. (Repealed).

~~The carrying on of any Business as aforesaid, without first having procured a license from the Town to do so, or without complying with any and all regulations of such Business contained in the Jackson Municipal Code, shall be deemed a separate violation for each and every day that such business, trade, calling, profession or occupation is carried on.~~

~~(Ord. _____, § _____; Ord. 860 §3, 2008; Ord. 148 §4, 1972; Ord. 667 §3, 2000.)~~

5.04.050 Change of location.

Repealed.

~~(Ord. 860 §3, 2008; Ord. 148 §17, 1972; Ord. 667 §1, 2000.)~~

5.04.0650 Nuisances.

No business, licensed or not, shall be so conducted or operated as to amount to a nuisance in fact.

(Ord. 860 §3, 2008; Ord. 148 §18, 1972; Ord. 667 §4, 2000.)

5.04.0760 Soliciting and peddling in residential areas.

Repealed.

~~(Ord. 860 §3, 2008; Ord. 821, 2006; Ord. 218 §1, 1977; Ord. 667 §5, 2000.)~~

5.04.080 Change of location.

The location of any licensed or permitted business or occupation, or of any permitted act, may be changed with Town approval, provided that 14 days' notice thereof is given to the Town Manager, or their designee, in the

absence of any provision to the contrary; and 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 of in an amount established by resolution will be charged for each change of location.

5.04.090 Transfer.

No license shall be valid for more than one person, nor shall a license be transferable, in the absence of any provision to the contrary.

5.04.100 Notification required.

Any licensee or permittee who ceases business shall notify the Town Manager, or their designee, in writing within 30 days of ceasing said business that it is no longer in operation.

5.04.110 Merchandise sales from public property.

No person shall place upon or cause to be placed upon any right-of-way in the limits of the city any goods, wares, or merchandise, for sale or for show, nor suspend the same within or above the sidewalk, except where the same may be temporarily permitted and licensed from time to time by Town Council.

(Ord. _____ § _____, 2021).

5.04.120 Expiration of licenses.

- A. All licenses and permits shall expire on December 31 each year where no provision to the contrary is made.
- B. All licenses and permits shall automatically expire if any applicable requirement(s) of this chapter or those specific to the license or permit lapse, are canceled or expire during the term of an existing license or permit. A license holder shall have ten days from the date of the lapsed, cancelled or expired requirement to provide proof of being current with said requirement before a suspension shall be effective.
- C. It is the duty of each licensee and permittee to renew and maintain a valid license(s) or permit(s) in conformance with the requirements of this title.
- D. If an application has not been received by the Town prior to December 31, the licensee or permittee will have until January 31 to submit a renewal application together with payment of the annual fee, plus an additional late fee in an amount established by resolution. The license or permit is delinquent beginning January 1 and concluding January 31 on 11:59 p.m. After at 11:59 p.m. on January 31 the license or permit is not be eligible for renewal; an application for a new license or permit must be submitted.

(Ord. _____, § _____, _____).

5.04.130 Denial, revocation and suspension.

A. The Town Manager, or their designee, may deny, suspend or revoke a license or permit when the holder commits any one or more of the following acts or omissions:

- 1. The breach of any condition upon which the license or permit was issued or failed to comply with any applicable provisions of law;
- 2. The violation of any local, state or federal law relating to health and safety of the premises occupied or relating to the Town of Jackson Land Development Regulations;
- 3. The securing of any license or permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process;
- 4. The conviction for a crime involving dishonesty, false statement or a felony;
- 5. The conduct of the business puts the health, safety and welfare of the public at risk;
- 6. The failure to timely provide any information required by the Town for the application process;

7. The applicant had a license or permit issued hereunder revoked or suspended within the one year immediately preceding the date of application; or

8. The applicant currently holds a license or permit issued hereunder and the pre-existing license is suspended.

B. When the Town Manager, or their designee, deems a license or permit issued hereunder shall be denied, suspended or revoked, the procedure shall be as follows:

1. The licensee/permittee shall be notified by the Town Manager, or their designee, in writing, sent via certified mail; such notice shall be sent at least 15 days prior to the action contemplated, setting forth the reasons therefor.

2. Upon receipt of the notice, the license/permit holder may request a hearing before the Town Council. Such request shall be in writing and shall be received by the Town Manager, or their designee, within 15 days of the postal date of the suspension or revocation notice; failure on the part of the licensee/permittee to request a hearing in writing and within the specified time period shall be deemed a waiver of their right to a hearing.

3. If a hearing is requested by the licensee/permittee, the Town Council shall set the time, date and location, which shall be within 45 days of receipt of the notice requesting such. The Town Manager, or their designee, shall notify the licensee/permittee in writing, sent by certified mail, of the hearing.

4. At the hearing, all parties shall have the right to be represented by counsel, and to present testimony and evidence. Town Council shall by majority vote render a decision. The decision of the Town Council shall be final and binding on all parties concerned.

5. The Town Manager, or their designee, will notify the licensee/permittee in writing, by certified mail, of the Town Council decision as the result of the hearing.

C. Such revocation or suspension may be in addition to any fine imposed.

Chapter 5.06

COMMERCIAL AND NON-COMMERCIAL SOLICITATION ORS AND CANVASSERS — POSTED RESIDENTIAL SIGNS.

Sections:

- 5.06.010 Definitions. (Repealed).
- 5.06.011 Exemption from Registration. (Repealed).
- 5.06.015 Business License Required. (Repealed).
- 5.06.020 Certificate of Registration. (Repealed).
- 5.06.030 Application for Certificate of Registration. (Repealed).
- 5.06.030 Revocation of Certificate. (Repealed).
- 5.06.050 Notice Regulating Soliciting. (Repealed).
- 5.06.060 Duty of Solicitors. (Repealed).
- 5.06.070 Uninvited Soliciting Prohibited. (Repealed).
- 5.06.080 Time Limit on Soliciting. (Repealed).
- 5.06.090 Penalty. (Repealed).
- 5.06.110 Definitions.
- 5.06.120 Prohibited solicitation.
- 5.06.130 Commercial solicitation license required.
- 5.06.140 No license required for noncommercial solicitation.
- 5.06.150 Solicitation on a highway or street.
- 5.06.160 Limit on hours of door-to-door solicitation.
- 5.06.170 Constitutional rights.

5.06.010 Definitions. (Repealed).

~~The following words and phrases, when used in this chapter shall have the meanings ascribed to them in this section unless the context clearly indicates a different meaning:~~

~~A. — "Soliciting" shall mean and include any one or more of the following activities:~~

~~(a) — Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services, of any kind, character or description whatever, for any kind of consideration whatever; or~~

~~(b) — Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or publication; or~~

~~(c) — Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or~~

~~B. — "Residence" shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.~~

~~C. — "Registered solicitor" shall mean and include any individual who has obtained a valid certificate of registration as hereinafter provided, which certificate is in the possession of the solicitor on his or her person while engaged in soliciting.~~

~~D. — “Applicant” shall mean any individual intending to solicit as defined herein.
(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.011 Exemption from registration. (Repealed).

~~Individuals seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation, or project are exempt from registration.
(Ord. _____, § _____; Ord. 860 §4, 2008.)~~

5.06.015 Business license required. (Repealed).

~~Every registered solicitor must operate under a valid Town of Jackson business license pursuant to 5.12.010.
(Ord. _____, § _____; Ord. 860 §4, 2008.)~~

5.06.020. Certificate of registration. (Repealed).

~~Every individual desiring to engage in soliciting as herein defined from persons in residences within the Town of Jackson, is hereby required to make written application for a certificate of registration as hereinafter provided ten (10) days prior to their anticipated start date of their soliciting. Such certificate shall be carried by the solicitor and shall expire at the same time as their regular business license.
(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.030. Application for certificate of registration. (Repealed).

~~Application for a certificate of registration shall be made upon a form provided by the Town of Jackson and once approved, shall serve as the Certificate of Registration. The applicant shall furnish a valid and current photo identification and truthfully state in full the information requested on the application, to wit:~~

- ~~(a) — Name and address of present place of residence and length of residence at such address; also business address if other than present address;~~
- ~~(b) — Address of place of residence during the past three years if other than present address;~~
- ~~(c) — Telephone Number(s);~~
- ~~(d) — Date of birth;~~
- ~~(e) — Physical description of the applicant~~
- ~~(f) — Name and address of the person, firm or corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;~~
- ~~(g) — Name and address of employer during the past three years if other than the present employer;~~
- ~~(h) — Description sufficient for identification of the subject matter of the soliciting in which the applicant will engage;~~
- ~~(i) — Period of time for which the certificate is applied;~~
- ~~(j) — The date, or approximate date, of the latest previous application for certificate under this ordinance, if any;~~
- ~~(k) — Has a certificate of registration issued to the applicant under this ordinance ever been revoked?~~
- ~~(l) — Has the applicant ever been convicted of a violation of a felony under the laws of the state or any other state or federal law of the United States?~~
- ~~(m) — Names of magazines, journals or books;~~
- ~~(n) — Names of the three most recent communities where the applicant has solicited house to house;~~
- ~~(o) — Proposed method of operation;~~
- ~~(p) — Signature of applicant;~~
- ~~(q) — Social security number of applicant.~~

~~All statements made by the applicant upon the application or in connection therewith shall be under oath. It shall~~

~~be the duty of the solicitor to notify the Town Clerk of any changes in the above information.~~

~~The Town Clerk shall cause to be kept in his office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this ordinance, and of the denial of applications. No certificate of registration shall be issued to any individual who is unable or unwilling to provide the above information or who has been convicted of the commission of a felony under the laws of the state or any other state or federal law of the United States, within ten years of the date of the application; nor to any individual who has been convicted of a violation of any of the provisions of this ordinance; nor to any individual whose certificate of registration issued hereunder has previously been revoked as herein provided.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.040. Revocation of certificate. (Repealed).

~~Any certificate of registration issued hereunder shall be revoked by the chief of police if the holder of the certificate is convicted of a violation of any of the provisions of this ordinance, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a certificate of registration under the terms of this ordinance. Immediately upon such revocation, written notice thereof shall be given by the chief of police to the holder of the certificate in person or by certified United States mail addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice the certificate of registration shall become null and void. The certificate of registration shall state the expiration date thereof.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.050. Notice regulating soliciting. (Repealed).

~~Every individual desiring to secure the protection provided by the regulations pertaining to soliciting contained in this ordinance shall comply with the following directions, to wit:~~

~~Notice of the determination by the occupant of giving invitation to solicitors, or the refusal of invitation to solicitors, to any residence, shall be given in the manner following:~~

~~A weatherproof card, approximately three inches by four inches in size, shall be exhibited upon or near the main entrance door to the residence, indicating the determination by the occupant, containing the applicable words, as follows:~~

~~"Only Solicitors Registered in _____ Invited"~~

~~Or~~

~~"No Solicitors Invited."~~

~~The letters shall be at least one third inch in height. For the purpose of uniformity the cards shall be provided by the chief of police to persons requesting, at the cost thereof.~~

~~Such card so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.060. Duty of solicitors. (Repealed).

~~It shall be the duty of every solicitor upon going onto any premises in the Town upon which a residence as herein defined is located, to first examine the notice provided for in this ordinance, if any is attached, and be governed by~~

~~the statement contained on any notice. If the notice states "No Solicitors Invited," then the solicitor, whether registered or not, shall immediately and peacefully depart from the premises.~~

~~Any solicitor who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant and shall not return.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.070. Uninvited soliciting prohibited. (Repealed).

~~It is hereby declared to be unlawful and shall constitute a nuisance for any individual to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of section 6 of this ordinance or if requested by occupant not to return.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.080. Time limit on soliciting. (Repealed).

~~It is hereby declared to be unlawful and shall constitute a nuisance for any individual whether registered under this ordinance or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, prior to nine a.m. or after nine p.m. of any weekday, or at any time on a weekend or on a state or national holiday.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.090. Penalty. (Repealed).

~~Any individual violating any of the provisions of this ordinance shall, upon conviction thereof, be punishable as provided in Section 1.12.010.~~

~~(Ord. _____, § _____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)~~

5.06.110 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

A. *Commercial solicitation* means attempting to make personal contact with any person, whether or not the person making the contact receives any contribution or makes any sale, without prior invitation by or appointment with the resident, for the primary purpose of:

1. Attempting to sell, for present or future delivery, any goods, wares or merchandise, newspaper or magazine subscriptions, or any services to be performed immediately or in the future, whether or not the person has, carries or exposes a sample of such goods, wares or merchandise, and whether or not he is collecting advance payments for such sales and services;
2. Seeking or attempting to obtain contributions of money or any other thing of value for the benefit of any association, organization, corporation, or program, excluding those defined under door-to-door non-commercial solicitation; or
3. Personally delivering to the resident a handbill or flyer advertising a commercial event, activity, good, or service that is offered to the resident for purchase at a location away from the residence or at a future time.

B. *Door-to-door commercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of commercial solicitation, as herein defined.

C. *Noncommercial solicitation* means attempting to make personal contact with any person at their residence without prior specific invitation by or appointment with the resident, for the primary purpose of:

1. Seeking or asking for a gift or donation for a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
2. Soliciting the sale of goods, wares or merchandise for present or future delivery, or the sale of services to be performed immediately or in the future, with the entire proceeds of such sale to be paid directly to, or used exclusively for the benefit of, a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
3. Personally delivering to the resident a handbill or flyer advertising a not-for-profit event, activity, good or service;
4. Distribution of religious tracts and information on behalf of a religious organization;
5. Door-to-door canvassing and pamphleteering as a vehicle for the dissemination of ideas, or views or opinions by one engaged in political activities as a candidate or on behalf of a candidate in a recognized federal, state or local election, or on behalf of an issue on an upcoming ballot.

D. *Door-to-door noncommercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of noncommercial solicitation, as herein defined.

E. *Public entity* means the United States of America, the State of Wyoming, and any county, municipality, school district, special district, and any other kind of district, agency, instrumentality, or political subdivision thereof organized pursuant to law and any separate entity created by intergovernmental contract or cooperation only between or among the federal, state, county, municipality, school district, special district, and every other kind of district, agency, instrumentality, or political subdivision thereof.

F. *Residence* means a private residence in the Town, including, but not limited to, condominium units and apartments, and shall include the yards, grounds or hallways, thereof.

(Ord. _____, § _____).

5.06.120 Prohibited solicitation.

A. It is hereby declared to be the policy of the Town that the occupant or occupants of residences in the Town shall make the determination of whether solicitors shall be, or shall not be, invited to their residence.

B. No person may engage in door-to-door commercial solicitation at any residence without prior invitation from the occupant if the residence prominently displays a notice stating "No Commercial Solicitors" or "No Commercial Solicitation" on or near the main entrance or door to any dwelling unit in the residence.

C. No person may engage in any door-to-door commercial or noncommercial solicitation upon any residence without prior invitation from the occupant thereof if the residence prominently displays a notice stating "No Solicitors" or "No Solicitation" on or near the main entrance or door to any dwelling unit in the residence.

D. No person may engage in door-to-door commercial or noncommercial solicitation at any residence after the owner or occupant asks the person to leave the residence.

E. No person may obstruct pedestrian or vehicular traffic by walking, standing, sitting, lying, or placing an object in such a manner as to block passage by another person or a vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact. Acts authorized as an exercise of one's constitutional right to picket or to legally protest shall not constitute obstruction of pedestrian or vehicular traffic.

F. No person may erect any structure, display or other object on any public sidewalk, highway or street without approval from the Town Council.

(Ord. _____, § _____).

5.06.130 Commercial solicitation license required.

It shall be unlawful for any person to engage in door-to-door commercial solicitation at a private residence, or commercial solicitation on streets, highways or sidewalks located in the Town, except for a merchant conducting a sale on the sidewalk as permitted under the Town's zoning code, without first obtaining a license issued by the

Town Manager, or their designee. Unless authorized or permitted pursuant to the terms and provisions of this chapter, the practice of being in and upon private residential property within the Town by door-to-door commercial solicitors is prohibited.
(Ord. _____, § _____).

5.06.140 No license required for noncommercial solicitation.

Persons engaged in noncommercial solicitation are not required to obtain a license.
(Ord. _____, § _____).

5.06.150 Solicitation on a highway or street.

No person shall stand on a highway or street for the purpose of commercial or noncommercial solicitation except:

1. A person 16 years of age or more wearing a high visibility vest;
2. Standing in an area designated by the Town, based on the safety of the highway solicitors and the safety of motorists, and taking into account the orderly flow of traffic and lack of interference with the operation of official traffic control devices. Prospective highway or street solicitors must request approval from the Town Council of the designated location for highway or street solicitation.
3. If the Town Council permits the solicitation, the Town Manager, or their designee, shall issue a one-day license for the highway solicitation, subject to the following limitations.
 - a. No more than one highway solicitation license will be issued for the same date at the same intersection;
 - b. No highway solicitation license will be issued to the same applicant on more than two dates in any given calendar month and no more than four days during any calendar year;
 - c. The applicant or licensee must file a current certificate of liability insurance with the Town Clerk, insuring the soliciting agency against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agency, naming the Town as an additional primary insured, and providing aggregate limits of not less than \$1,000,000.00;
 - d. Highway and street solicitation must take place during daylight hours when traffic has come to full stop;
 - e. Highway solicitation is prohibited when it interferes with the orderly flow of traffic, including:
 - i. 7:00 a.m. to 9:00 a.m., Monday through Friday;
 - ii. 4:00 p.m. to 6:00 p.m., Monday through Friday; and
 - iii. Such other times as determined by any police officer, fireman, or other person authorized by a local or state authority to direct, control, or regulate traffic.
 - f. The solicitor is liable for any injuries to any person or property during highway solicitation which is causally related to an act of ordinary negligence of the solicitor.

5.06.160 Limit on hours of door-to-door solicitation.

It shall be unlawful for any person to engage in door-to-door commercial solicitation at a residence, or commercial solicitation on any highway, street or sidewalk in the Town, between the hours of 9:00 p.m. and 9:00 a.m.
(Ord. _____, § _____).

5.06.170 Constitutional rights.

Nothing in this chapter shall be interpreted or enforced to deprive any person of any rights guaranteed under the constitutions of the State of Wyoming or the United States.
(Ord. _____, § _____).

Chapter 5.08 EXEMPTIONS AND ADJUSTMENTS

Sections:

5.08.010. Constitutional apportionment. (Repealed).

5.08.020. Charitable and nonprofit organizations exempt.

5.08.030. Youth-generated businesses.

5.08.040. Business conducted at Jackson Hole Airport.

5.08.010 Constitutional apportionment. (Repealed).

~~None of the license taxes provided for by Chapters 5.04 through 5.24, or 5.52 shall be so applied as to occasion an undue burden upon interstate commerce or be violative of the equal protection and due process clauses of the constitutions of the United States and the state of Wyoming. In any case where a license tax is believed by a licensee or applicant for a license to place an undue burden upon interstate commerce or be in violation of such constitutional clauses, he may apply to the Town Council for an adjustment of the tax. Such application may be made before, at, or within six months after payment of the prescribed license tax. The applicant shall, by sworn statement and supporting testimony, show his method of business and the gross volume or estimated gross volume of business and such other information as the Town Council may deem necessary in order to determine the extent, if any, of such undue burden or violation. The Town Council shall then conduct an investigation and, after having first obtained the written approval of the Town Attorney, shall fix as the license tax for the applicant, an amount that is reasonable and nondiscriminatory, or if the license has already been paid, shall order a refund of the amount over and above the license tax so fixed.~~

~~(Ord. _____ § _____; Ord. 860 § 5, 2008; Ord. 669 § 1, 2000; Ord. 148 § 7, 1972.)~~

5.08.020. Charitable and nonprofit organizations exempt.

A. ~~The provisions of this title shall not be deemed or construed to require the payment of a license tax to conduct, manage or carry on any business, occupations, event or activity, from any institution or organization qualified by the Internal Revenue Service as a tax exempt entity which is conducted, managed or carried on for the benefit of religious, charitable, philanthropic or educational purposes; provided that, within ten days of demand by the Town, such institution or organization provide an IRS Form 990 for the applicable tax year(s). convincing evidence is furnished to the Town Clerk which establishes that not less than seventy five percent of the net profits derived from any such business, occupation, event or activity will be devoted to religious, charitable, philanthropic or educational purposes.~~ This section shall not be deemed to exempt any such institution ~~at~~ or organization from completing a business license application or complying with any other applicable governmental regulation.

~~(Ord. _____ § _____; Ord. 860 § 5, 2008; Ord. 669 § 2, 2000; Ord. 148 § 8, 1972.)~~

5.08.030. Youth-generated businesses.

A. The provisions of this Title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any youth 17 years of age or younger so long as the operation of the business does not involve employees working for the youth.

(Ord. 931 § 1, 2009.)

5.08.040. Business conducted at Jackson Hole Airport.

A. The provisions of this title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any business operating at the Jackson Hole Airport so long as that business does not also operate within the Town limits.

(Ord. 931 § 1, 2009.)

Chapter 5.12
LICENSE REQUIRED
(Ord. _____, § _____, 2021).

Sections:

~~5.12.010 License required.~~

~~5.12.015 Coordination of contractor licensing.~~

~~5.12.020 Separate licenses.~~

~~5.12.030 Applications or Renewals.~~

~~5.12.040 Person subject to license.~~

~~5.12.050 Forms.~~

~~5.12.060 Signatures.~~

~~5.12.070 Investigations. (Repealed.~~

~~5.12.080 Fees—Payment.~~

~~5.12.090 Expiration and renewal of licenses.~~

~~5.12.100 Building and premises.~~

~~5.12.110 Revocation and Suspension.~~

~~5.12.115 Appeal.~~

~~5.12.120 Posting license.~~

~~5.12.130 Change of location.~~

~~5.12.140 Notification Requiredrequired.~~

~~5.12.150 Public Property on Which Sales of Merchandise May Be Made. (Repealed.)~~

~~5.12.010 License required.~~

~~It is unlawful for any person, either for himself or for any other person, or for anybody, corporation or otherwise, to commence or carry on any kind of lawful business, trade, calling, profession, solicitation or occupation in the Town, without having a valid license from the Town to do so, or without complying with any and all regulations of such business, trade, calling, profession, or occupation contained in Chapterschapters 5.04 through 5.24, and 5.52, or other applicable governmental regulations. Violation of this requirement shall be punishable pursuant to Section 1.12.010 of the Municipal Code of the Town of Jackson.~~

~~(Ord. 860 § 6, 2008; Ord. 670 § 1, 2000; Ord. 501 § 3, 1995; Ord. 148 § 3, 1972.)~~

~~5.12.015 Coordination of Contractor Licensing.~~

~~Contractors with employees shall be subject to the requirements of Chapter 15.36 of the Jackson Municipal Code for initial licensing purposes and for maintenance of certifications throughout the tenure of their contracting business. Upon issuance of a contractor license, said license shall be renewed each year thereafter through the provisions of Title 5this title and pursuant to the fees set forth in Title 5. this title. Should the contractor license lapse in any given year, the contractor will be required to reapply under the provisions of Chapterchapter 15.36.~~

~~(Ord. 932, § 1, 2009.)~~

~~5.12.020 Separate licenses.~~

~~A separate license must be obtained for each branch, establishment, or separate place of business in which the business is conducted.~~

~~(Ord. 860 § 6, 2008; Ord. 670 § 2, 2000; Ord. 148A § 1, 1973; Ord. 148 § 5, 1972.)~~

~~5.12.030 Applications or renewals.~~

~~A. —An application for or renewal of a business license must be submitted and approved by the Town before the business can begin operations. Applications for all licenses and permits required by Chapterschapters 5.04 through 5.24, and 5.52, shall be made in writing to the Town Clerk in the absence of provision of the contrary. Each~~

application shall state the name of the applicant, the permit or license desired, the location to be used, if any, the time covered, shall state that the applicant has obtained a sales tax license or permit from the state and is in compliance with the requirements of the workmen's compensation and unemployment compensation laws of the state, or shall show reasons why the applicant is exempt from the requirements of the sales tax or workmen's compensation and unemployment compensation laws, the applicant's federal employer's identification number or a copy of the application for such number, and the fee to be paid to the Town, and each application shall contain such additional information as may be needed for the proper guidance of the Town officials in the issuing of the permit or license applied for.

B. — If any of the requirements in subsection A of this section 5.12.030.A are not provided to the Town, a business license shall not be issued. If any of the requirements in subsection A of this section 5.12.030.A lapse, are canceled or are not current during the term of an existing business license, such license shall not be renewed and may be suspended for a limited time by the Mayor or the Town Manager. Such suspension may be in addition to any fine imposed. A renewal applicant shall have ten (10) days to rectify or risk losing a business license. (Ord. 994 § 1, 2011; Ord. 860 § 6, 2008; Ord. 670 § 3, 2000; Ord. 615 § 1, 1998; Ord. 311 § 1, 1983; Ord. 148 § 9, 1972.)

5.12.040. Person subject to license.

Whenever in Chapters 5.04 through 5.24, or 5.52, a license is required for the maintenance, operation or conduct of any business or establishment, or for doing business or engaging in any activity or occupation, any person or corporation shall be subject to the requirement if, by himself or through an agent, employee or partner, he holds himself forth as being engaged in the business or occupation; or solicits patronage therefore, actively or passively; or performs or attempts to perform any part of such business or occupation in the Town. (Ord. 860 § 6, 2008; Ord. 670 § 4, 2000; Ord. 148 § 10, 1972.)

5.12.050. Forms.

Forms for all licenses and permits, and applications therefor, shall be prepared and kept in on file by the Town Clerk. (Ord. 860 § 6, 2008; Ord. 148 § 11, 1972.)

5.12.060. Signatures.

Each license or permit issued shall bear the signatures of the Mayor and the Town Clerk in the absence of any provision to the contrary. (Ord. 860 § 6, 2008; Ord. 148 § 12, 1972.)

5.12.070. Investigations. (Repealed. —.)

(Ord. 1235 § 1, 2019; Ord. 994 § 1, 2011; Ord. 860 § 6, 2008; Ord. 670 § 5, 2000; Ord. 148 § 13, 1972.)

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 a \$37.00 application fee, 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 \$25.00 late fee shall be imposed the last day of each month until renewed. Late fees shall not exceed \$100.00. (Ord. 860 § 6, 2008.)

C. — When an applicant has not engaged in the business until after the expiration of part of the current license year, the license fee shall be prorated by quarters and the fee paid for each quarter or fraction thereof during which

~~the business has been or will be conducted. Except as otherwise provided, all license fees shall become a part of the corporate fund. Receipt of payment does not constitute approval of a business license application. (Ord. 860 § 6, 2008; Ord. 670 § 6, 2000; Ord. 148 § 14, 1972.)~~

5.12.090. Expiration and renewal of licenses.

~~A. All annual licenses shall expire on the thirty-first day of December 31 each year where no provision to the contrary is made.~~

~~(Ord. 860 § 6, 2008; Ord. 614 § 1, 1998; Ord. 148 § 15, 1972.)~~

~~B. It is the duty of each licensee to renew and maintain a valid license in conformance with the requirements of section 5.12.030 and this Chapter. chapter. The Town Clerk shall mail to all annual licensees of the Town a statement pursuant to the below schedule. Provided, that a failure to send out such notice or the failure of the licensee to receive it shall not excuse the licensee from a failure to obtain a new license, or a renewal thereof, nor shall it be a defense in an action for operation without a license.~~

~~(Ord. 994 § 1, 2011; Ord. 860 § 6, 2008; Ord. 614 § 1, 1998; Ord. 148 § 15, 1972.)~~

~~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 1 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 30TH30TH DAY OF JANUARY. A \$25 LATE FEE SHALL BE IMPOSED THE LAST DAY OF EACH MONTH UNTIL RENEWED."~~

~~(Ord. 860 § 6, 2008.)~~

~~D. Licenses delinquent over five (5) months may be referred to the Municipal Court.~~

~~(Ord. 860 § 6, 2008.)~~

5.12.100. Building and premises.

~~No license shall be issued for the conduct of any business, and no permit shall be issued for anythingany thing, or act, if the premises and building to be used for the purpose do not fully comply with the requirements of the Town. No such license or permit shall be issued for the conduct of any business or performance of any act which would involve a violation of the land development regulationregulations of the Town.~~

~~(Ord. 860 § 6, 2008; Ord. 670 § 7, 2000; Ord. 148 § 16, 1972.)~~

5.12.110. Revocation and Suspension.

~~A. The Town Manager may suspend or revoke a license when the license holder commits one or more of the following acts or omissions:~~

- ~~1. The licensee breached any condition upon which the license was issued or has failed to comply with the provisions of this chapter;~~
- ~~2. The violation of any local, state or federal law relating to health and safety of the premises occupied or relating to the Town of Jackson Land Development Regulations;~~
- ~~3. The securing of any license by fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;~~
- ~~4. The conviction of the license holder of a crime involving dishonesty, false statement or a felony;~~
- ~~5.~~

~~B. When the Town Manager deems that a license or permit issued hereunder shall be suspended or revoked, the procedure shall be as follows:~~

- ~~1. The licensee shall be notified by the Town Clerk, in writing, sent via certified mail; such notice shall be sent at least fifteen days prior to the action contemplated, setting forth with particularity the reasons~~

therefor;

~~2. Upon receipt of the notice, the license holder may request a hearing before the Town Council. Such request shall be in writing and shall be received by the Town Clerk within fifteen days of the postal date of the suspension or revocation notice; failure on the part of the licensee to request a hearing in writing and within the specified time period shall be deemed a waiver of its right to a hearing;~~

~~3. If a hearing is requested by the licensee, the Town Council shall set the time, date and location. The Town Clerk shall notify the licensee in writing, sent by certified mail, of the hearing;~~

~~If a hearing is requested by the licensee, the hearing shall be held by the Council within thirty days after receipt of a request for a hearing at a regular or special meeting of which the licensee has been given written notice. At the hearing, all parties shall have the right to be represented by counsel, and to present testimony and evidence. Council shall by majority vote render a decision. The decision of the Town Council shall be final and binding on all parties concerned.~~

~~4. The Town Clerk will notify the licensee/permittee in writing, by certified mail, of the Town Council decision as the result of the hearing.~~

~~4. Hearings shall be conducted in accordance with the Wyoming Administrative Procedures Act.~~

~~C. If the Town Clerk finds that the health, safety and welfare of the public is at risk or that the economic welfare and interest in fair play of participants in games of chance is at risk, the Town Clerk may enter an order for the immediate suspension or revocation of such license. The notice shall set forth with particularity the grounds relied upon for such action. The licensee may, upon notice of such suspension, request an immediate hearing before the governing body and the hearing shall be conducted in the manner prescribed in this chapter within two Town business days. The license holder may waive the two-day hearing requirement.~~

~~D. Such revocation or suspension may be in addition to any fine imposed.~~

~~(Ord. 994 § 1, 2011; Ord. 860 § 6, 2008; Ord. 148 § 19, 1972.)~~

5.12.115. Appeal.

~~Any person or organization adversely affected by the permanent or temporary suspension or denial of any Businessbusiness license may appeal the decision of the Chief of Police, Town Manager, or his or her designee, to the Mayor and Town Council. Any appeal shall be taken by the affected party requesting an appeal in writing within ten (10) business days from the date the decision of the Chief of Police, Town Manager or his or her designee is mailed to the address of record. The appeal shall be heard by the Mayor and Town Council within thirty (30) days after receipt of the written request unless the parties agree in writing to a different time frame.~~

~~(Ord. 994 § 1, 2011; Ord. 860 § 6, 2008.)~~

5.12.120 Posting license.

~~It shall be the duty of any person conducting a licensed business in the Town to keep a valid license posted in a prominent place on the premises used for such business at all times.~~

~~(Ord. 860 § 6, 2008; Ord. 148 § 20, 1972.)~~

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 (that 14) days' notice thereof is given to the Town Clerk, in the absence of any provision to the contrary; and 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 of thirty seven (37) dollars\$37.00 will be charged for each change of address.~~

~~(Ord. 860 § 6, 2008; Ord. 670 § 8, 2000.)~~

~~5.12.140. Notification required.~~

~~Any licensee who ceases operations shall notify the Town Clerk in writing that the business is no longer in operation.
(Ord. 860 § 6, 2008.)~~

~~5.12.150. Public Propertyproperty on Which Saleswhich sales of Merchandise May Be Made.~~

~~merchandise may be made. (Repealed. —.)~~

~~(Ord. 1236 § 1, 2019; Ord. 860 § 6, 2008.)~~

Chapter 5.16
SPECIFIC LICENSE FEES--REGULATIONS OF PARTICULAR BUSINESSES

Sections:

- 5.16.010. Sales tax collecting businesses.
- 5.16.020. Non-sales tax collecting businesses.
- 5.16.025. Independent contractors and agents.
- 5.16.027. Commercial and residential rentals.
- 5.16.030. Repealed.
~~(Ord. 676 § 1, 2000.)~~
- 5.16.035. Annual review of fees. ~~(Repealed.)~~
- 5.16.040 through 5.16.680. ~~(Repealed.)~~
~~(Ord. 676 § 1, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 2021; (Ord. 959 § 1, 2010; Ord. 929 § 1, 2009.)

5.16.030. Repealed.

(Ord. 676 § 1, 2000.)

5.16.035. Annual review of fees. (Repealed.)

(Ord. 1280 § 3, 2021; Ord. 860 § 7, 2008.)

5.16.040 through 5.16.680. Repealed.

(Ord. 676 § 1, 2000.)

Chapter 5.20
INSTALLATION PERMIT--EXPOSITIONS AND OUTDOOR SALES

Sections:

5.20.010. Installation permit. ~~(Repealed).~~

5.20.020. Expositions and outdoor sales.

5.20.010. Installation permit. ~~(Repealed).~~

~~A. Any person making a delivery or installation of merchandise within the Towntown which merchandise was purchased outside the Towntown 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 twenty five dollars\$25.00.~~

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

5.20.020. Expositions and outdoor sales.

A. ~~Except those holding a general business license pursuant to this Code, Notwithstanding the other provisions of Chapters 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.

~~13.~~ The applicant shall:

a. Submit an application ~~pursuant to chapter 5.04for 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,~~ at least ~~10~~ten days prior to the event.

~~b. Provide a list of the names, social security numbers and addresses of all participating vendors and merchants, to the Town Clerk, on a form provided by the Town Clerk, as well as to the Wyoming Department of Revenue, on or before the fourteenth14th day preceding the exposition or sale; (Ord 825 §1, 2006).~~

~~eb.~~ Notify each participant in writing, prior to accepting any application or approving participation in the exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the ~~twenty first~~21st day of the month following the event:

~~(i) A report of total sales to be delivered to the organization; and~~

~~(ii) A check, payable to the Wyoming Department of Revenue, for the sales tax percentage required under the guidelines as specified by the Wyoming Department of Revenue.~~

~~d. The applicant shall be d. Be~~ responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the ~~thirtieth~~30th day of the month following the exposition.

~~ec.~~ Acquire and keep on file names, addresses and phone numbers of all participants.

B. In the event that the outdoor exposition, indoor exposition, bazaar, exhibit or sale, as defined in subsection A of this section, where the applicant is a nonprofit organization, the applicant shall provide proof of its nonprofit status in accordance with the Internal Revenue Code of the United States, ~~as may be required by the Town Attorney, town attorney, and~~ such applicant may purchase an umbrella exposition license pursuant to the fees ~~established by resolution set forth herein~~ upon the following conditions:

1. Not less than ~~seventy five (75)~~ percent of the net profits of such exposition or sale shall be retained by the nonprofit organization benefiting from the event.

2. The nonprofit organization complies with all of the conditions set forth in subsection A of this section.

~~C. The provisions of this section shall not be deemed to prohibit the sale of merchandise from and upon private property locations properly licensed to do business within the Towntown as a permanent business when such displays of merchandise are sold from or upon the regularly licensed permanent business premises of the person~~

~~or organization offering the merchandise, goods or wares for sale, nor shall the provisions of this section be deemed to require additional licenses for merchants or vendors participating in such events when all of the participants are regularly licensed under other provisions of Chapters chapters 5.04 through 5.24, or 5.52, nor to events sponsored by nonprofit organizations where the merchandise is non-business-related personal property sold by individuals not regularly engaged on a full-time or part-time basis in the business of selling, manufacturing or distributing such merchandise.~~

~~D. — No public property, including any park, street, sidewalk or right-of-way thereforetherefor shall be utilized at any time for the sale of any goods, wares or merchandise of any kind with the exception of newspapers, magazines, religious information or materials, or other such activities as are protected under the First Amendment of the Constitution of the United States; provided, however, that the provisions of this subsection shall not apply to nonprofit or benevolent organizations approved in advance by the Town Council to sell items at an event occurring near or in a city park, nor during the specified period of closure, to those portions of public streets and the adjacent sidewalks and rights-of-way which may be officially closed to vehicular traffic from time to time by order of the Town Council.~~

~~(Ord. ____ § __, 2021; Ord. 895 § 1, 2008; Ord. 860 § 8, 2008; Ord. 825 § 1, 2006; 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.)~~

Chapter 5.21
TEMPORARY OR TRANSIENT MERCHANT BUSINESS LICENSES
(Repealed Ord. _____, § _____, 2021)

Sections:

~~5.21.010 Temporary or Transient Merchants.~~

~~5.21.020 Definitions.~~

~~5.21.030 Limitations on Issuance.~~

~~5.21.040 Application/Procedure.~~

~~5.21.050 Sales Tax License/Bond Required.~~

~~5.21.060 Fees.~~

~~5.21.070 Exhibition of license.~~

~~5.21.080 Exemptions.~~

~~5.21.090 Noise/signage.~~

~~5.21.100 Public Property Not Permitted. (Repealed. Ord. 1236 §1, 2019)~~

~~5.21.010 Temporary or Transient Merchants.~~

~~It is unlawful for a temporary or transient merchant as defined in Section 5.21.020 to engage in or transact business within the Town without first obtaining a license as hereinafter provided.
(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

~~5.21.020 Definitions.~~

~~A “temporary merchant” or a “transient merchant” shall include any person, whether as owner, agent, consignee or employee, and whether or not a resident of the Town or not, who engages in a temporary business of contracting for the provision of services or the selling and delivering of goods, wares and merchandise within the Town, and who, in furtherance of such purpose, hires, leases, uses or occupies any structure (temporary or permanent), vehicle, building or premises, for the conduct of such business; provided that such definition shall not be construed to include any person, firm or corporation who does not sell from stock but exhibits samples for the purpose of securing orders for future delivery only.
(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

~~5.21.030 Limitations on issuance.~~

~~A. — No person shall receive a license for more than a total of eight (8) days in any one (1) calendar year, nor for any period that exceeds four (4) consecutive days.~~

~~B. — No license shall be valid for more than one person, nor shall a license be transferable.~~

~~C. — The proposed licensed premises must be located in the UC, UC-2, or AC district.~~

~~D. — The business must be located and conducted entirely on private property, except as otherwise provided in Section 5.21.100, and must not be located and conducted within twenty (20) feet of any road, street, highway, or alley. The business shall be in a location that shall not create a traffic hazard and shall provide temporary sanitary facilities or obtain written permission to utilize permanent sanitary facilities within four hundred (400) feet of the proposed location.~~

~~E. — Parking. No business operations shall encumber or impede the off-street parking rights of any other person without the prior written consent of all affected persons and the Town of Jackson.
(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

~~5.21.040 Application/Procedure.~~

~~Any temporary or transient merchant desiring to engage in or transact business with the Town shall file at least ten (10) days prior to conducting business an application for licensure with the Town Clerk on a form provided by the Town Clerk, which application shall include the name of the merchant, the location where the business shall be conducted, the kind of business, the requested dates of operation, and such other information as the Town may~~

~~require. Upon receipt of an application, the Town Clerk shall refer the application to the police department and/or any other department to conduct a review, inspection or investigation as the clerk deems necessary for the protection of the public good. If, as a result of such investigation(s), the character and business reputation of the applicant appear satisfactory and all other departmental requirements are met, the Town Clerk shall issue the license.~~

~~(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

5.21.050Sales tax license.

~~No license shall be issued until the applicant has provided to the Town Clerk a copy of a current Wyoming sales tax license issued in the name of the applicant.~~

~~(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

5.21.060Fees.

~~The applicant shall pay the fee of \$200 per day; 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 \$37 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; and~~
- ~~2. If the applicant is a nonprofit organization (a) with proof provided of its nonprofit status in accordance with the Internal Revenue Code of the United States,
(b) where not less than seventy five percent (75%) of the net profits of such sale shall be retained by the applicant and
(c) where the services, goods, wares and merchandise is non business related personal property sold by individuals not regularly engaged on a full time basis in the business of selling, manufacturing, distributing or providing such services, goods, wares and merchandise, then there shall be no fee.~~

~~(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

5.21.070Exhibition of license.

~~The license shall be posted conspicuously in the place of business of the licensee. A separate license must be obtained for each business location. The applicant shall include as part of the application a statement in writing concerning any express or implied warranties that will be made to purchasers of the services, goods, wares and merchandise to be sold, or a statement that no such warranties will be given. Any person to whom a license is issued under this section shall also conspicuously post a statement concerning warranties as stated in the preceding sentence at the licensed premises, in print consisting of characters not less than one quarter (1/4) inch in height.~~

~~(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

5.21.080Exemptions.

~~Nothing in this section shall apply to~~

- ~~1. Temporary uses otherwise authorized under the Land Development Regulations (such as Christmas tree or farm stand sales) for which a valid business license is issued;~~
- ~~2. Persons soliciting or taking orders exclusively from the trade or established wholesale or retail dealers, for the delivery of goods, wares or merchandise by wholesale;~~
- ~~3. Sales of services, goods, wares or merchandise at an event sponsored or sanctioned by any governmental entity; or~~
- ~~4. Sales under the issuance of a valid exposition license.~~

~~(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

5.21.090Noise/signage.

~~No licensee, or anyone on the licensee's behalf, shall shout, make an outcry, blow a horn, ring a bell or use any other sound device for the purpose of attracting attention to its business. Signage is prohibited except pursuant to~~

~~a valid temporary sign permit issued by the Planning Department.
(Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)
5.21.100 Public property not permitted. Repealed.
(Ord. 1237 § 1, 2019; Ord. 860 § 9, 2008; Ord. 786 § 1, 2004.)~~

Chapter 5.22
Performers

5.22.010 Definitions.

5.22.020 Intent and purpose.

5.22.030 Cooperative performances; limit on number of street performers.

5.22.040 Regulations.

5.22.010 Definitions.

As used in this section, the following terms shall have the following meanings:

- A. Perform or performance is audible or visual entertainment such as, but not limited to, reciting or singing, acting, dancing, miming, pantomiming, playing a musical instrument or performing a theatrical or literary work.
- B. Performer is an individual who performs on public property within the Town.

(Ord. _____ § _____, 2021).

5.22.020 Intent and purpose.

The Town Council finds and determines the following:

- A. Permitting regulated performances by performers would enhance the character and culture of the Town. Performers are engaged in commerce as entertainers who receive gratuities in exchange for the artistic value of the performance.
- B. Performers have a right to perform on public property, but unregulated performances are also likely to cause adverse impacts to the community such as: gathering crowds attracted to the entertainment offered in public locations not appropriate for street performances because of insufficient room for crowds; blocked access to fire hydrants, sidewalks and public pathways; blocked ingress and egress of buildings; the risk of disrupting nearby motor vehicle traffic; interference with the operation of commercial activities; and disturbance of the quiet enjoyment of residents. Performances are distinguished from panhandling activities by the commercial nature of the performer's actions which provide the benefit of a live performance of artistic value in exchange for gratuities from citizens in appreciation of the performance. Therefore, the nature and character of a performance differs from solicitation of alms and/or charitable contributions.
- C. For these reasons, it is the intent of the Town to permit performances to careful regulation in order to reduce or eliminate adverse impacts associated with unregulated or poorly regulated performances. The purpose of this section is to create a means of regulation which ensures the ability of performers to perform in public spaces and to promote harmony among performers, local businesses, permitted special event sponsors, residents and visitors of the Town by balancing the interests of performing artists with those of citizens.

(Ord. _____ § _____, 2021).

5.22.030 Cooperative performances; limit on number of street performers.

- A. Any performance may be performed cooperatively by no more than five total performers, provided that the performer or group of cooperating street performers stay at least 100 feet away from all other performances. Each cooperative performer within a single group is required to meet the permitting requirements of this section.
- B. The provisions of this subsection shall not relieve any performer in a cooperating street performance from complying with the regulations contained in chapter 5.22.060.

5.22.040 Regulations.

Performers shall comply with the following regulations:

- A. Performers shall not perform within the travel lane, parking spots or shoulder of any highway or street, whether from a vehicle or not, nor within ten feet of the outer edge of the travel lane or shoulder of a street or highway, with the exception of being on a sidewalk.
- B. Performers shall not block or cause the blocking of any sidewalk, passageway, street, bus stop, crosswalk, or any ingress or egress to any building, structure, driveway or other passage. A minimum of five feet of unobstructed pathway on all sidewalks and crosswalks must be maintained at all times.
- C. No performer shall utilize or prevent the public from utilizing any waste receptacles, fire hydrants, public amenities, public benches, or other street furniture during a performance.
- D. Performers shall perform at least 100 feet away from other performers.
- E. Performances are not permitted before 10:00 a.m. any day nor after 10:00 p.m. Sunday through Thursday nor after 12:00 a.m. Friday and Saturday.
- F. Performers shall not commit any violation of the Jackson Municipal Code noise control provisions.
- G. Amplification devices are prohibited during performances.
- H. No performer on public property shall connect to, or cause to be connected to, any source of electrical power or a water supply system as part of a performance.
- I. No performer shall claim a greater right to perform at any location over a performer who arrives first at the same location.
- J. Performers shall not perform on private property without written permission of the property owner. Performers are required to keep the writing granting such permission on their person during any performance on private property.
- K. Performers may accept contributions of money or property at their performance in exchange for their artistic performance and may sell audio or video recordings of their own artistic works. Performers shall not sell any other goods, wares, or works of art or conduct any other service on public property in connection with a performance.
- L. Performers shall not infringe upon or detract from the purpose of special events or vendor activities for which a Town permit has been issued to another party. Performers shall not perform at such permitted special events or vendor activities without the written permission of the special event permit holder. A special event permit holder may only grant permission to perform within the special event area to a performer permit holder. Performers are required to keep the writing granting such permission on their person during any performance at permitted events, gatherings or activities.
- M. During a performance, no performer shall use in any way fire, sharp instruments or objects, spray paint, aerosols, dangerous weapons, or any form of harmful chemicals.
- N. No performer shall use any animal as a part of a performance. A performer may be accompanied by a service or disability assistance animal.
- O. While conducting a performance, a performer shall not use language or gestures, or display any matter which:
 - 1. Is obscene as defined in Wyoming Statute § 6-4-301; or
 - 2. Constitutes breach of the peace as set forth in Wyoming Statute § 6-6-102.
- P. Performers may display one sign no larger than 18 inches by 18 inches. Said sign may be placed on a prop or sandwich board-type stand in a location no closer than three feet from any curb and not in any location which impedes any foot traffic, parking or persons entering or exiting any motor vehicle. Performers shall remove such signs from any location at the conclusion of their performance. No sign, handbill, flyer or other advertisement shall be left at any location after the conclusion of a performance.
- Q. Performers shall not be under the influence of alcoholic beverages or other controlled or intoxicating substances while performing.

R. Performers shall be liable for any property damage or injury resulting from a performance.

S. Performers shall promptly comply with the directions of any Town official to cease or relocate performances when the Town official determines that such action is necessary for public safety or to comply with the provisions of this chapter.

(Ord. _____ § _____, 2021).

Chapter 5.24
BUSINESS LICENSE TAX--PENALTIES
(Repealed Ord. _____, § _____, 2021)

Sections:

5.24.010. Suit on collection--Penalty. (Repealed.)

~~(Ord. 860 § 10, 2008)~~

5.24.020. Effect on civil obligation.

5.24.030. Fine and penalties.

5.24.010. Suit on collection--Penalty. (Repealed.)

~~((Ord. 860 § 10, 2008; Ord. 860 § 10, 2008; Ord. 795 § 1, 2005; Ord. 672 § 1, 2000;; Ord. 148 § 24, 1972.)~~

5.24.020. Effect on civil obligation.

~~A. — The conviction and punishment of any person for transacting any business without a license, shall not excuse or exempt such person from the payment of such business license fee due or unpaid at the time of such conviction, and nothing herein shall prevent a criminal prosecution for any violation of the provisions of Chapters chapters 5.04 through 5.24, and 5.52.~~

~~(Ord. 860 § 10, 2008; Ord. 672 § 2, 2000;; Ord. 148 § 25, 1972.)~~

5.24.030. Fine and penalties.

~~A. — Whoever makes any false or untrue statements on his application, or who refuses to permit inspection of his business premises when required by Chapters chapters 5.04 through 5.24, and 5.52, and whoever fails or refuses to procure a business license tax when so required by Chapters chapters 5.04 through 5.24, and 5.52, or fails to keep his business license conspicuously posted at his place of business as herein required, or any person who, in any manner violates any of the provisions of Chapters 5.04 through 5.24 and 5.52 is guilty of a misdemeanor and upon conviction thereof, shall be punished according to Section 1.12.010 of this code. Each day during which a person shall carry on or maintain any business, trade, profession, or industry for which a license is required by Chapters 5.04 through 5.24 and 5.52 constitutes a separate violation hereof. In addition to the penalties above set forth, the Town may institute injunction or any other appropriate action to prevent or enjoin the continued operation of the business within the Town which is being operated or maintained in violation of Chapters 5.04 through 5.24 and 5.52. chapters 5.04 through 5.24, and 5.52, is guilty of a misdemeanor.~~

~~(Ord. 860 § 10, 2008; Ord. 148 § 26, 1972.)~~

Chapter 5.28
LIQUOR LICENSES AND PERMITS*

*Note--See Title 6, Liquor Licenses and Permits.
Repealed (Ord. 853, §1, 2007).

~~5.28.010 Definitions. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 389 §1, 1989; Ord. 90 §1, 1965.)~~

~~5.28.020 Hospitals, religious organizations, physicians, and dentists—Alcoholic beverage permit required. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 90 §2, 1965.)~~

~~5.28.030 Application for retail or limited liquor license. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 503 §3, 1995; Ord. 90 §3, 1965.)~~

~~5.28.035 Application for resort or restaurant liquor license. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 503 §3, 1995; Ord. 90 §3, 1965.)~~

~~5.28.036 Application for bar & grill license. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 828 §1, 2006.)~~

~~5.28.040 Malt beverage permit. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 697 §1, 2002; Ord. 90 §4, 1965.)~~

~~5.28.045 Malt brewery permits, authorization and application. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 456 §1, 1993.)~~

~~5.28.046 Satellite winery permits, application. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 723 §1, 2003.)~~

~~5.28.050 License Application Notice publication—Protests. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 90 §5, 1965.)~~

~~5.28.060 License Term Transfer—Renewal. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 90 §6, 1965.)~~

~~5.28.070 Sales by fraternal clubs. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 504 §7, 1995; Ord. 90 §7, 1965.)~~

~~5.28.080 Hours of sale—Unlawful acts designated. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 544 §1, 1996; Ord. 227 §1-2, 1977; Ord. 90A §1, 1973; Ord. 90 §8, 1965.)~~

~~5.28.085 Catering Permits. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 823 §1, 2006; Ord. 714 §1, 2002.)~~

~~5.28.090 Place of sale—Location, regulation, and restrictions. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 90 §9, 1965; Ord. 516 §1, 1995.)~~

~~5.28.095 Places for consumption or possession in open containers restricted. Repealed.~~

~~(Ord. 853, §1, 2007; Ord. 172 §1, 1974.)~~

~~5.28.096Events for persons under 21. Repealed.
(Ord. 853, §1, 2007; Ord 569 §1, 1996.)~~

~~5.28.100Drive-in liquor stores. Repealed.
(Ord. 853, §1, 2007; Ord. 90 §10, 1965.)~~

~~5.28.110Sales by drugstores. Repealed.
(Ord. 853, §1, 2007; Ord. 90A §2, 1973; Ord. 90 §11, 1965.)~~

~~5.28.120License—Contents, signing, attestation, and display. Repealed.
(Ord. 853, §1, 2007; Ord. 90 §12, 1965.)~~

~~5.28.130Minor, habitual drunkards and incompetents—Restrictions. Repealed.
(Ord. 853, §1, 2007; Ord. 577 §1, 1997; Ord. 375 §1, 1988; Ord. 90A §3, 1973; Ord. 90 §13, 1965.~~

~~5.28.140General penalty for violations. Repealed.
(Ord. 853, §1, 2007; Ord. 90 § 14, 1965.)~~

~~7~~

~~SEE TITLE 6—Liquor Licenses and Permits~~

Chapter 5.32 PAWNBROKERS

Sections:

- 5.32.010. Definitions.
- 5.32.020. License--Required.
- 5.32.030. License ~~issuance prohibition--Application and investigation.~~
- 5.32.040. License--Fee.
- 5.32.050. Retention of pawned goods.
- 5.32.060. ~~Rate. Repealed.~~
- 5.32.070. Records.
- 5.32.080. ~~Weapons. Repealed.~~
- 5.32.090. Minors.
- 5.32.100. Stolen goods.

5.32.010. Definitions.

A. Certain words and terms in this chapter are defined for the purpose thereof as follows:

A.—1. Pawn ~~is~~ means a species of bailment, made for the mutual benefit of bailor and bailee, arising when goods are delivered to another as a pawn for security to him on money borrowed by bailor.

B. ~~"2. Pawnbroker" means a person whose business is to lend money, usually in small sums, on security of personal property deposited with him or left in pawn.~~

C.—3. Pawnshop means the place where a pawnbroker conducts ~~his~~ their business.

(Ord. 860 § 11, 2008; Ord. 168 § 1, 1974.)

5.32.020. License--Required.

- A. No person, firm or corporation shall conduct or operate the business of pawnbroker without having first obtained a license therefor as is herein provided, or in violation of any of the provisions herein contained.

~~Any pawnbroker's license may be revoked by the Mayor and Town Council for any violation of any provision of this chapter.~~

(Ord. 860 § 11, 2008; Ord. 168 § 2, 1974.)

5.32.030. License ~~issuance prohibition--Application and investigation.~~

- A. ~~Application for pawnbroker's license shall be made to the Town Clerk and shall state thereon the name of the applicant, his date of birth, his social security number, his residence for the past ten years preceding the date of application, the place of business and the number of employees intended to be engaged. The chief of police or any other officer of the Town designated by the Town Council shall investigate each applicant for such license and shall report back to the Town Administrator whether or not such applicant is a person of good character.~~ No license shall be issued to a person who has been convicted of ~~any felony or~~ for the offense of receiving stolen goods.

(Ord. § , ; Ord. 860 § 11, 2008; Ord. 168 § 3, 1974.)

5.32.040. License--Fee.

- A. The annual fee for a pawnbroker's license shall be in the 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. _____ § _____; Ord. 1280 § 3, 2021; Ord. 860 § 11, 2008; Ord. 168 § 4, 1974.)

5.32.050 Retention of pawned goods.

Every article of any kind or description taken in pawn shall not be sold by the pawnbroker for a period of two months, during which time the same shall not be shown, either for sale or inspection, to any person other than a police officer. Nothing in the foregoing sentence shall preclude the person pawning the goods from redeeming the same during the two-month period.

(Ord. 860 § 11, 2008; Ord. 229 § 1, 1977; Ord. 168 § 5, 1974.)

5.32.060 ~~Rate.~~ Repealed.

~~The rate of charge assessed for the money loaned or paid out by the pawnbroker shall not exceed twenty percent of the amount loaned for any pawned article for first month the article is held by the pawnbroker; twenty percent thereof for the second month; three percent for the third month; and three percent for each month thereafter until the article is redeemed or sold. Such maximum rates shall be set forth on a pawn ticket or on a disclosure form which shall be provided to the person pawning the article.~~

(Ord. _____ § _____; Ord. 860 § 11, 2008; Ord. 229 § 2, 1977; Ord. 168 § 6, 1974.)

5.32.070 Records.

A. Every pawnbroker doing business in the Town shall keep a record for every article ~~particle~~ pledged with him or sold to him. Each such record shall include the full name, address, driver's license or other identification number, of the person pledging or selling any article to the pawnbroker, together with a description of the article, including serial numbers or other identifying marks, (if applicable), and this record shall be open to the inspection of any law enforcement officer at any time during the hours of business.

B. Not later than the end of each working day, each pawnbroker shall make and deliver to the police department, a copy of the entries made in the pawnbroker's record book on the preceding day, which report shall include all purchases and pawns transacted with individuals from the time of the last report to the day such report is made. Such reporting shall be by hand delivery, via fax, e-mail, or such other means as the police department may prescribe from time to time.

(Ord. 860 § 11, 2008; Ord. 662 § I, 2000; Ord. 488 § 1, 1994; Ord. 168 § 7, 1974.)

5.32.080 Weapons (Repealed).

~~No pawnbroker shall receive as a pledge or purchase any blackjack, sawed-off shotgun or other weapon declared illegal by the Alcohol, Tobacco and Tax Division, U.S. Treasury Department, and no pawnbroker shall display weapons in his window.~~

(Ord. _____ § _____; Ord. 860 § 11, 2008; Ord. 168 § 8, 1974.)

5.32.090 Minors.

A. No pawnbroker shall have any business dealings as a pawnbroker with any person less than ~~nineteen~~18 years of age, except with the written consent of the parent or guardian of the minor to each particular transaction. No pawnbroker's license shall be issued to any person who is not ~~nineteen~~19 years of age or over; and no pawnbroker shall employ a person of less than ~~nineteen~~19 years of age to assist him in his business.

(Ord. _____ § _____; Ord. 860 § 11, 2008; Ord. 168 § 9, 1974.)

5.32.100. Stolen goods.

- A. It shall be the duty of every pawnbroker to report to the police or to the county sheriff any article pledged with him, ~~or which it is thought to be pledged with him,~~ if he has reason to believe that the article was stolen or lost, and found by the person attempting to pledge it in the case of a lost article.

(Ord. _____ § _____; Ord. 860 § 11, 2008; Ord. 168 § 10, 1974.)

Chapter 5.48
BINGO AND PULL TAB REGULATIONS

Sections:

- 5.48.010 Purpose of provisions.
- 5.48.020 Definitions.
- 5.48.030 License required.
- 5.48.039 Location.
- 5.48.040 License--Eligibility.
- 5.48.050 License fee.
- 5.48.060 Financial responsibility.
- 5.48.070 Combination of interests prohibited.
- 5.48.080 License application--Requirements.
- 5.48.090 License--Issuance or denial--Display required.
- 5.48.100 Conduct of games.
- 5.48.120 Restrictions on players.
- 5.48.130 Posting of odds required.
- 5.48.140 Pull tabs--Use of.
- 5.48.150 Examination of books, records and personnel.
- 5.48.160 Distribution of gross proceeds.
- 5.48.170 Equipment and supplies.
- 5.48.180 Gratuities prohibited.
- 5.48.190 Violation--Penalty. (Repealed.)
- 5.48.200 Suspension and revocation. (Repealed.)
- 5.48.210 License--Duration--Renewal--Transferability. (Repealed.)

5.48.010 Purpose of provisions.

- A. It is declared that the unregulated conduct of games of chance sponsored by charitable or nonprofit organizations is a threat to the health, safety and welfare of the citizens of the Town.
- B. It is further declared that the purpose of this chapter is to:
 - 1. Protect the health, safety and welfare of the public;
 - 2. Protect the economic welfare and interest in fair play of participants in games of chance;
 - 3. ~~Insure~~ Ensure that the fundraising potential of games of chance are fairly and fully available to charitable or nonprofit organizations within the Town;
 - 4. Prevent purposes for which games of chance are sponsored by charitable or nonprofit organizations from being subverted by improper elements;
 - 5. Monitor and control the organization, conduct and accounting of games of chance in order for the Town to promote the public welfare.

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

5.48.020 Definitions.

A. The following definitions shall apply in the interpretation and enforcement of this chapter:

A. ~~"1.~~ Bingo means a game of chance in which:

- ~~1-a.~~ a. The winning chances are determined by a random selection of a subset of numbers or designators or objects numbered, lettered or otherwise designated by some medium among a total set of numbers of designators or object numbered, lettered or otherwise designated by some medium.
- ~~2-b.~~ b. The card or cards held by the player by which a winner or winners are associated is sold, rented or used only at the time and place of the gaming activity.

3. ~~"Bingo"~~The term "bingo" shall not mean or include any activity which is prohibited under ~~Title Wyo. Stat. Ann. title 6 of the Wyoming Statutes~~, as amended, dealing with crimes and offenses.

B. ~~2.~~ Charitable or nonprofit organization means an organization recognized as a charitable or nonprofit organization under the Wyoming Statutes and which possesses a valid exemption from federal income tax issued by the United States Internal Revenue Service under applicable provisions of the Internal Revenue Code and provided that the proceeds of such games are used only for charitable or nonprofit purposes.

C. ~~3.~~ Gross proceeds means any money collected or received from the conduct of bingo games, raffles, pull tabs or admission thereto.

D. ~~4.~~ License holder means the organization licensed to conduct games under this chapter or any member, employee or volunteer charged with compliance with this chapter and applicable state statutes.

E. ~~5.~~ Minor means a person under the age of ~~eighteen~~18 years.

F. ~~6.~~ Pull tabs means single or banded tickets or cards each with its face covered to conceal one or more numbers or symbols, where one or more card or ticket in each set has been designated in advance as a winner. ~~This definition~~The term "pull tabs" shall also include the devices known as "pickle cards," "break opens," "Nevada tickets," "pickles" or other similar devices.

G. ~~7.~~ Set (of pull tabs) means a prepacked group of pull tabs in which the value, number and distribution of winning and non-winning pull tabs is known and determined by the manufacturer. Also known as a *deal*.

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

5.48.030. License required.

A. A charitable or nonprofit organization shall not conduct a bingo game to which the public is invited ~~nor shall not~~ sell pull tabs to the public without a license issued by the Town under the applicable requirements of this ~~chapter~~title.

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

5.48.039 Location.

A. Each gaming license issued entitles the charitable or nonprofit organization to operate such games only in the location described in such license.

(Ord. § , 2021).

5.48.040. License--Eligibility.

A. A license may be issued to a charitable or nonprofit organization which conducts bingo, pull tabs or other gaming activities permitted by Wyoming Statutes on premises owned, leased or rented by the organization with volunteer personnel who are bona fide members of the organization or personnel paid by the organization as paid employees directly controlled and supervised by the licensed organization for the sole benefit of the organization. (Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.050. License fee.

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

(Ord. 1280 § 3, 2021; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.060. Financial responsibility.

A. The holder of any gaming license under this chapter shall furnish the office of the Town Manager, or their designee ~~Town clerk~~ a bond, line of credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.

B. If, in the judgment of the ~~Town Administrator~~ Town mManager, or the ~~governing body of the Town~~ Town eCouncil, the sureties of a bond or other form of guarantee of financial responsibility are insolvent or for any cause are no longer proper or sufficient guarantors, the Town Manager, or their designee ~~Town Clerk~~ may require the license holder to furnish a new or additional bond or guarantee.

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

5.48.070. Combination of interests prohibited.

A. A charitable or nonprofit organization which conducts games of chance permitted under Wyoming State Statutes shall not be a manufacturer or distributor of supplies or equipment for such games. ~~B. A charitable or nonprofit organization which conducts permitted games of chance shall not:~~

B. A charitable or nonprofit organization which conducts permitted games of chance shall not:

1. Have a direct or indirect interest of any kind in any entity which manufactures or distributes supplies or equipment for games of chance; or
2. Have any members of the organization serve as an officer, director, shareholder of more than two percent of the shares or as a proprietor or employee of an entity which manufactures or distributes supplies or equipment for games of chance.

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

5.48.080. License application--Requirements.

~~A. Charitable or nonprofit organizations desiring a gaming license under this chapter shall submit to the Town Clerk's~~ town clerk's ~~office, with a nonrefundable annual license fee, an application made under oath which contains:~~

~~1. The name(s), business address(es), mailing address(es), phone number(s) and trade name(s) of the applicant;~~

~~2. The location and zoning where the gaming activities shall be conducted;~~

~~3. If the premises are not owned, a copy of the lease or rental agreement; upon approval of the governing body~~ town council, ~~but prior to issuance of a license, an applicant shall furnish a copy of the executed lease;~~

~~4. If the premises are not yet constructed or are to be remodeled, an architect's drawing or suitable floor plan of the premises;~~

~~5. A list of the current local officers; the names, addresses, dates of birth, residency and criminal record, if any, of all directors, officers, all supervisory personnel and shareholders having more than two percent of the outstanding and issued stock if the organization is a corporation; a copy of the Wyoming Secretary of State's authorization to do business in the state~~ State ~~of Wyoming; the purpose of the organization; the date of the establishment of local organization; if affiliated with national organization, the address of the national organization; a brief statement of the activities of the local organization of the past two years; and a statement of what portion, if any, of the proceeds from gaming activities will be given to the national organization;~~

~~6. A written, signed waiver, in a form to be provided by the Town, of the applicant and any and all persons listed in subparagraph subsection A.5 above of this section, authorizing the chief of police or his designate to conduct background investigation pursuant to the information provided in the application;~~

~~7. Proof of any required bonding or financial responsibility required by this chapter;~~

~~8. Whether alcohol will be served on the same premises.~~

~~BA.~~ When an application for a license and supporting documentation or a renewal has been filed with the Town Manager, or their designee, Clerk's office ~~with the required license fee and amounts necessary to cover costs of publishing notice, the Town Manager, or their designee clerk's office, after approval by the Town Attorney's office,~~ shall prepare a notice of application, place the notice conspicuously upon the premises shown on the

application, and publish the notice in a newspaper of local circulation once a week for three consecutive weeks. The notice shall state that the named applicant has applied for a license or renewal, and that protests against the issuance or renewal of the license or permit will be heard at a designated meeting of the licensing authority. (Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.090. License--Issuance or denial--~~Display required.~~

~~A. The governing body of the Towntown council may authorize the issuance of a gaming license to any charitable or nonprofit organization it deems a proper recipient.~~

~~A.B.~~ The ~~governing body~~Town eCouncil may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the Town.

~~CB.~~ The ~~governing body~~Town eCouncil may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.

~~D. No gaming license shall be issued to any charitable or nonprofit organization until the required license fee is paid. No refund shall be made to any licensee following issuance of the license.~~

~~E. Each license shall be signed by the Mayor and Town Clerk under the Town seal, pursuant to the order of the governing bodytown council. No charitable or nonprofit organization shall be deemed to be licensed until the license is issued in due form, and no license shall authorize any organization other than the licensee to conduct business thereunder.~~

~~FE. Charitable or nonprofit organizations licensed under this chapter shall at all times have such license prominently displayed in the place of the gaming operation. Each gaming license issued entitles the charitable or nonprofit organization to operate such games only in the location described in such license.~~

(~~Ord. § , ;~~ Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.100. Conduct of games.

A. Only the organization authorized to conduct a game of chance under this chapter shall operate such game(s) or participate in the promotion, supervision or any other phase of such game(s).

B. All games shall be organized and conducted in a fair and unbiased manner. No activities which would be considered unfair to either players or the benefitted organization are permitted.

C. Any game conducted from 12:01 a.m. to six a.m. shall be considered to be conducted on the previous day unless no gaming session was conducted that day.

D. All games which are advertised or otherwise promoted shall be played. Games may have qualifying conditions, such as a minimum number of players, but such conditions must be included in any advertising or other publicity.

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

5.48.120. Restrictions on players.

A. Minors may be present at a gaming session only when accompanied by parent or guardian. Minors may participate in the sessions only to the extent of marking the parent's or guardian's bingo cards. At no other time may a minor participate in any other gaming activity addressed in this chapter.

B. No ~~intoxicated person or~~ person under the influence of drugs ~~or any incompetent person~~ shall be allowed to participate in any gaming activity under this chapter.

C. No volunteer or employee of a charitable or nonprofit organization shall participate in an authorized game of that organization.

(~~Ord. § , ;~~ Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.130. Posting of odds required.

A. There shall be posted at any location where gaming activities are conducted a conspicuously placed and readable sign stating the odds of winning in each game to be played at the location and at the session.

B. For bingo, the odds shall be calculated for a single bingo card played with 99 other random bingo cards. Odds need not be posted for games with guaranteed winners or for games where the odds of winning are less than 500:1.

C. For pull tabs, the odds shall be calculated from a single pull tab from a particular unopened set.

D. Any advertising for gaming activities must include all prizes or combination of prizes. Advertising includes, but is not limited to, all signs, flyers, handbills, radio ads or television ads whether published, posted or distributed. All advertisements shall be in compliance with the ordinances of the Town.

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

5.48.140. Pull tabs--Use of.

A. The number and amount of pull tabs from a set which have won or lost, the amount of payout, or any similar information which would reveal other than the posted odds of winning or losing may be tabulated for accounting and managerial purposes but shall not be communicated to any player or potential player.

B. No set of pull tabs may be removed from play or withdrawn from sale until at least ~~one hundred~~100 percent of the major prizes have been paid to the players or no sales from the set have been made for ten days when the set was available for sale. A "major prize" is any prize of eight times the purchase price of the pull tab or greater.

C. Any set of pull tabs must be purchased by the operator as a sealed premixed set. It is specifically forbidden for an operator to purchase or otherwise acquire winning and non-winning pull tabs separately.

D. No organization, distributor or manufacturer or any representative, either with knowledge or with constructive knowledge, shall possess, display, put out for play, sell or otherwise furnish to any person any deal of pull tabs:

1. In which the winning pull tabs are not completely and randomly distributed and mixed among all other pull tabs in the set;
2. In which the location or approximate location of any of the winning pull tabs can be determined in advance of opening the pull tabs in any manner or by any device, including, but not limited to, any pattern in the manufacture, assembly or packaging of pull tabs by the manufacturer, by any markings on the pull tabs or container, or by the use of a light.

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

5.48.150. Examination of books, records and personnel.

A. The Town ~~Manager, or their designee, Clerk, police department and the governing body of the Town~~ shall have the power to examine or cause to be examined the books and records of any charitable or nonprofit organization to which a gaming license is issued so far as they relate to any transactions connected with holding and conducting games of chance.

(~~Ord. § ,~~; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.160. Distribution of gross proceeds.

A. During any gaming activity, no less than ~~sixty percent~~the percentage of the gross proceeds ~~specified by Wyo. Stat. Ann. 6-7-101(a)(iii)(D)(IV)~~ shall be returned to the players in the form of prizes. Merchandise prizes shall be valued at the cost to the charitable or nonprofit organization awarding the prize. The return percent may be calculated either on a session-by-session or a monthly basis.

B. All prizes valued at ~~five hundred dollars~~\$500.00 or less shall be distributed to the winning players on the day of the game. Prizes exceeding ~~five hundred dollars~~\$500.00 in value shall be distributed to the winners no later

than the next banking day. Cash prizes of ~~five hundred dollars~~\$500.00 or less may be distributed in the form of cash; cash prizes exceeding ~~five hundred dollars~~\$500.00 shall be in the form of a check; cash prizes exceeding ~~one thousand dollars~~\$1,000.00 shall be in the form of a certified check, money order or other form of guaranteed negotiable instrument.

C. A charitable or nonprofit organization conducting gaming activities under this chapter shall provide an itemized accounting of all charitable donations made from gaming proceeds. Such information is to be provided to the ~~Town Manager, or their designee~~Town Clerk's office. Such report shall be submitted with the annual application for renewal.

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

5.48.170. Equipment and supplies.

A. All equipment, supplies and materials used in the conduct of gaming activities shall be purchased, leased or otherwise acquired by the charitable or nonprofit organization at no more than fair market value.

B. Any sale or lease of equipment, supplies and materials used in the conduct of gaming shall be considered a separate transaction from the sale, rent or lease of the premises used for the conduct of gaming. In no case may the sale, rent or lease of premises be contingent upon the sale, lease or rent of equipment, supplies and materials from a particular person or organization.

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

5.48.180. Gratuities prohibited.

A. Volunteers, employees or supervisory personnel assisting with the conduct of a permitted gaming activity shall not accept any tip, gratuity or any other thing of value from any player of a game.

B. A license holder shall not receive, either directly or indirectly, any gifts, trips, prizes, provisions or other thing of value from any manufacturer or distributor of gaming supplies or equipment except for nominal promotional prizes or benefits, but in no case may the value of such prize exceed \$100.00 per calendar year.

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

5.48.190 Violation--Penalty. (Repealed.)

~~A. A license holder violating the provisions of this chapter or causing the provisions of this chapter to be violated shall be guilty of a misdemeanor and shall be punished as provided in Section 1.12.010 of this code.~~

~~B. Each day of play of bingo or sale of pull tabs without a license shall be considered a separate misdemeanor offense.~~

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

5.48.200. Suspension and revocation. (Repealed.)

~~A. The Town Administrator town manager may suspend or revoke a license when the license holder commits one or more of the following acts or omissions:~~

- ~~1. The violation of any provision of this chapter;~~
- ~~2. The violation of any ordinance relating to health and safety of the premises occupied or relating to zoning;~~
- ~~3. The securing of any license by fraud or misrepresentation, to specifically include false or incorrect information on the license application;~~
- ~~4. The conviction of the license holder of a crime involving dishonesty, false statement or a felony.~~

~~B. When any of the acts or omissions as enumerated herein in subsection A of this section are committed by a license holder and the Town Administrator town manager deems that such license shall be suspended or~~

revoked, the procedure shall be:

1. ~~The licensee shall be notified by the Town Clerk~~town clerk, in writing, sent via certified mail; such notice shall be sent at least seven days prior to the action contemplated, setting forth with particularity the reasons therefor;
2. ~~Upon receipt of the notice, the license holder may request a hearing before the governing body~~town council. Such request shall be in writing and shall be received by the Town Clerk~~town clerk~~town clerk within seven days of receipt of the suspension or revocation notice; failure on the part of the licensee to request a hearing in writing and within the specified time period shall be deemed a waiver of its right to a hearing;
3. ~~If a hearing is requested by the licensee, the governing body~~town council shall set the time, date and location. The Town Clerk~~town clerk~~town clerk shall notify the licensee in writing, sent by certified mail, of the hearing;
4. ~~Hearings shall be conducted in accordance with the Wyoming Administrative Procedures Act.~~

C. ~~If the Town Clerk~~town clerk finds that the health, safety and welfare of the public is at risk or that the economic welfare and interest in fair play of participants in games of chance is at risk, the Town Clerk~~town clerk~~town clerk may enter an order for the immediate suspension or revocation of such license. The notice shall set forth with particularity the grounds relied upon for such action. The licensee may, upon notice of such suspension, request an immediate hearing before the governing body~~town council~~ and the hearing shall be conducted in the manner prescribed in this chapter within two Town~~town~~town business days. The license holder may waive the two day hearing requirement.

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

5.48.210. License--Duration--Renewal--Transferability. (Repealed.)

A. ~~All gaming licenses issued pursuant to this chapter shall expire annually on December 31st~~31 of the year in which such license is issued.

B. ~~If conduct of games is to continue, each licensee may renew such license during the months of November and December of the year of issue but no later than December 31st~~31. Application for renewal shall be made to the office of Town Clerk, where processing of said application shall be as for a new license. If the renewal application has not been received by December 31st~~31~~31, the gaming license shall expire and licensee may submit an application for a new license.

C. ~~No gaming license issued to a charitable or nonprofit organization under this chapter is transferable in ownership to another charitable or nonprofit organization.~~

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 ten dollar~~\$10.00 change of location fee. No license holder shall operate in any location other than the one described in the license.

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

Chapter 5.50 GROUND TRANSPORTATION

Sections:

5.50.010 Purpose – Authority – General Provisions.

5.50.020 Definitions.

5.50.025 Permits required.

5.50.030 ~~Permits in general~~—Exemptions from licensing—Information required.

5.50.040 Ground ~~T~~ransportation ~~B~~usiness ~~L~~icense — Fee; Insurance.

5.50.050 Vehicle permit.

5.50.060 Operator's permit.

5.50.070 Permit – Contents. (Repealed.)

5.50.080 Display of license, permit and insurance upon request. (Repealed.)

5.50.085 Taxi fares.

5.50.090 Vehicle markings and signage.

5.50.095 Taxi roof lights.

5.50.100 License and permit - Liability insurance required.

5.50.110 Repealed (Ord. 961 §1, 2010).

5.50.115 Issuance of receipts

5.50.120 License and permit – Term - Automatic expiration of license or permit.

5.50.130 Transfer of permit.

5.50.140 General operating requirements.

5.50.150 Fraud and misrepresentation prohibited.

5.50.160 Denial, suspension and revocation upon Criminal convictions or charges; ~~appeal process.~~

5.50.170 License and permit renewal. (Repealed.)

5.50.180 License and permit denial, revocation or suspension conditions. (Repealed.)

5.50.190 Penalty. (Repealed.)

5.50.010 Purpose – Authority – General Provisions.

A. The purpose of this chapter is to regulate and license businesses within the Town that provide public transportation services to the public to and from the Town, including courtesy vehicles, taxi's, limousines, or executive services vehicles as defined in this chapter, and the operators or drivers for the ground transportation businesses.

B. ~~Authority is granted cities and towns by Wyoming Statute §15-1-103(a)(xiii) to license and regulate businesses for the public health, safety and welfare of the community. Repealedserved.~~

C. ~~Every application for a ground transportation vehicle permit or operator's permit must be approved by the Chief of Police.~~ Every licensee and permittee providing services to the public under the provisions of this chapter must abide with the motor vehicle and traffic provisions of Title 10 of this code and federal and state law. (Ord. § , ; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A. *Courtesy vehicle* means any motor vehicle, regardless of size, used regularly to transport persons and baggage to or from any hotel, motel, lodge, or other similar tourist accommodation and includes vehicles used to support non-transportation businesses such as float trips, for which no charge is paid directly by the passenger.

B. *Executive services vehicle* or *limousine* means a vehicle meeting each of the following standards:

1. {a} Operating with advanced reservations;

~~2.(b)~~ Operating for a single client or client group;

~~3.(c)~~ Utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxi's; and

4. ~~(d)~~ Providing specialized services in addition to point-to-point transportation.

C. *Fare* means that portion of the charge for hire of a ground transportation vehicle. the fare includes sales tax. The fare does not include any surcharge added as a consequence of using of a credit card to pay the fare.

(Ord. § ; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009)

D. Fully licensed means to have a ground transportation business license, operator's permit, and a vehicle permit.

~~DE.~~ *Ground transportation business* means any business operating a ground transportation vehicle of any make, model or size used or offered on a regular or continuing basis, whether or not for hire, to transport persons within, to and from the Town.

~~EF.~~ *Ground transportation business license* means a business license issued by the Town for the purposes of engaging in a ground transportation business.

~~FG.~~ *Ground transportation vehicle* means any motor vehicle used to provide taxi, executive vehicle, or limousine ~~public transportation~~ services to the public within, to and or from the Town of Jackson ~~and the Jackson Hole Airport.~~

~~GH.~~ *Operator or driver* means any person authorized by the Town to operate a ground transportation vehicle.

~~H.~~ *Operator's permit* means the permit issued to a person allowing that person to drive or operate a ground transportation vehicle.

~~I.~~ *Taxi* means any motor vehicle, other than a bus or courtesy vehicle, used to carry passengers for hire on a call and demand expedited basis over the public streets of the Town, between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.

K. *Third-party contractor* means any person operating a ground transportation vehicle, either owned by the operator or a ground transportation business, who is not directly employed by said business and who is instead hired on a contractual basis to operate the vehicle.

~~JK.~~ *Vehicle permit* means a permit issued to a vehicle allowing that vehicle to be used as a ground transportation vehicle.

(Ord. § ; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.025 Permits required.

A. No person shall provide taxi, executive vehicle, or limousine services in the Town without being fully licensed.

B. All third-party contractor vehicles and operators shall be regulated as either a courtesy vehicle, taxi, executive services vehicle, or limousine in accordance with this chapter.

5.50.030 ~~Permits in general—Exemptions from licensing—Information required.~~

A. Exemptions.

The following are exempt from the vehicle and operator's permits required in this chapter:

1. Vehicles used in interstate or foreign commerce.

~~2. Vehicles that fall within the United States Department of Transportation rules and regulations, and are governed by those rules and regulations, having a current DOT number on a sticker issued by the Chief of Police that is clearly displayed on the vehicle rear window.~~

23. Vehicles owned and operated by a school or school district and used only to transport students or teachers to and from school or to and from approved school activities.

- ~~34. Vehicles used primarily to transport members of the owner's family or agents or employees of the owner.~~
~~45. Vehicles owned by or operated under a contract with the Town or Teton County for public transportation.~~
~~56. Courtesy vehicles and vehicles used to support non-transportation businesses, such as hotel shuttles.~~

~~B. — No permit shall be issued to any individual who is unable or unwilling to provide the required information or who has been convicted of the commission of a felony under the laws of the State of Wyoming or any other state or federal law of the United States, within three (3) years of the date of the application; nor to any individual whose operator's or business license issued hereunder has previously been revoked as herein provided.~~

~~C. — All statements made by the applicant upon the application or in connection therewith shall be under oath. It shall be the duty of the applicant/permittee to notify the Town Clerk of any changes in the application information within ten (10) days.~~

~~(Ord. § , ; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)~~

5.50.040 Ground ~~T~~ransportation ~~B~~usiness ~~L~~icense – Fee; Insurance.

~~A. — License required. It shall be unlawful for any person, firm or corporation to engage in a Ground Transportation Business without first obtaining a Ground Transportation Business License.~~

~~BA. 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. 1280 §3, 2021; Ord. 995 §1, 2011; Ord. 922 §1, 2009.)~~

~~C. — Application — contents:~~

~~1. — Applications for Ground Transportation Business Licenses required by this Chapter shall be made on a form provided by the Town.~~

~~2. — The applicant shall furnish a valid and current photo identification and truthfully and accurately state in full the information requested on the application and provide a signature, to wit, but not limited to:~~

~~(a) — Full legal name;~~

~~(b) — Address of present place of residence and length of residence at such address; also business address if other than present address;~~

~~(c) — Address of place of residence during the past three years if other than present address;~~

~~(d) — Mailing address, if different from physical address;~~

~~(e) — Telephone Number(s);~~

~~(f) — Date of birth;~~

~~(g) — Physical description of the applicant, including gender;~~

~~(h) — Name and address of the person, firm or corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;~~

~~(i) — Name and address of employer during the past three years if other than the present employer;~~

~~(j) — Number of employees;~~

~~(k) — The State of Wyoming registration number for each vehicle;~~

~~(l) — The intended method of operation of each vehicle within their fleet (whether the vehicle is a Bus, Courtesy Vehicle, Limousine, Taxi or other Ground Transportation Vehicle);~~

~~(m) — Wyoming Sales Tax Certificate number;~~

~~(n) — The date, or approximate date, of the latest previous application under this chapter, if any;~~

~~(o) — Whether a Business License, Vehicle Permit, or Operator's Permit issued to the applicant under this chapter has ever been revoked;~~

~~(p) — Whether the applicant has ever been convicted of a violation of a felony under the laws of the state or any other state or federal law of the United States;~~

~~(q) — Signature of applicant;~~

(r) ~~_____~~ Social security number of applicant or Valid work permit; and

(s) ~~_____~~ Name of individual in charge of operations.

D. ~~_____~~ Application Affidavit and authorization form.

All applications for Business Licenses shall be forwarded to the Chief of Police or his designee who, in turn, shall make or cause to be made a general criminal background investigation that shall include a local law enforcement database check and a driver's license inquiry to the extent allowable under current law. All persons filing applications for new licenses shall submit a signed affidavit and authorization form as provided by the Town Clerk, which includes the applicant's name, signature, address, and date of birth to assist with application processing by the Town Clerk and Chief of Police. All persons filing applications shall agree to a background check, including criminal information, conducted by the Chief of Police or his designee. Procedures for reviewing applications will be established by the Chief of Police and Risk Manager. The Chief of Police will provide a recommendation to the Risk Manager to approve or deny issuance of the license based upon the applicant's ability to meet and maintain the requirements set forth in this Chapter.

B. F. Insurance Requirements before issuance or renewal of ground transportation business license.

~~After approval of the application and p~~Prior to initial issuance or any renewal of a ground transportation business license:

1. ~~_____ Insurance.~~ The applicant shall submit to the Town Manager, or their designee, a current policy of insurance that indicates that the vehicle(s) to be utilized is approved by the insurance company to be operated as a "taxi" or an "executive services vehicle/limousine" in such amounts as the Town Council shall from time to time determine appropriate, executed by an insurance company qualified to do business in the state, and approved by the Town Council, insuring any person against loss or damage to person or property resulting to him-said person or his heir-said person's beneficiaries from the negligent operation of any ground transportation vehicle operated by or on behalf of the owner thereof.

The applicant shall also list the Town as a "certificate holder" on the policy of insurance and provide proof thereof.

2. ~~_____ WYDOT Operating Authority.~~ The applicant shall submit to the Town verification of WYDOT operating authority evidencing current compliance with current insurance rules and regulations and provide proof of the "Form E" filing with WYDOT.

3. ~~_____ Certificate Regarding Worker's Compensation.~~ If the applicant will have or has employees, the applicant shall submit to the Town verification of proper and current certificate or license from the State of Wyoming, Department of Employment, Workers' Safety and Compensation Division.

4. ~~_____ Sales Tax Certificate Issued by the State of Wyoming.~~ The certificate shall be displayed within all ground transportation vehicles as per State of Wyoming requirements.

5. ~~_____ Letter of Good Standing.~~ The applicant shall submit to the Town a letter of good standing issued by the State of Wyoming Department of Revenue evidencing compliance with the State of Wyoming Department of Revenue.

If any of the above requirements are not provided to the Town, a Ground Transportation Business License shall not be issued. If any of the above requirements lapse, are canceled or not current during the term of a license or permit, or are found to be fraudulent or falsified, any license or permit shall not be renewed and may be suspended for a limited time by the Mayor or the Town Manager. Such suspension may be in addition to any fine imposed. A renewal applicant shall have ten (10) days to rectify or risk losing a license or permit.

(Ord. 995 §1, 2011; Ord. 922 §1, 2009.)

F. ~~_____~~ Vehicle markings and signage.

1. ~~_____~~ No Business License shall be issued to any person, firm or corporation until a designated monogram, name or insignia shall be adopted by the applicant and approved by the Chief of Police, which designation shall not conflict with or imitate any monogram, name or insignia used by another Business Licensee in such manner as to be misleading or to tend to deceive or defraud the public. Additionally, no Taxi shall have wording stating that the vehicle is an Executive Services Vehicle or Limousine, and no Executive Services Vehicle or Limousine shall have

~~wording stating that the vehicle is a Taxi so as to mislead the public. Designated monogram and insignia requirement only applies to Taxi's.~~

~~2. Every Taxi permitted shall have painted or displayed a permanently Affixed marking or signage on at least the left side and the right side of the vehicles, which will include the name of the company operating the Ground Transportation Business, business telephone number and the Town Vehicle Permit number. No signs shall be paper or affixed with glue or tape of any kind, other than that of a self-adhesive design normally found for attachment of professionally created decaling. All lettering shall not be less than two and one-half inches in height and one-half inch stroke. All other Ground Transportation Vehicles are not required by the Town to have decaling of any kind other than what may be required by Wyoming State Statutes. Vehicles that fall within the United States Department of Transportation rules and regulations, and are governed by those rules and regulation, shall have a sticker with the current DOT number that is clearly displayed on the vehicle.~~

~~(Ord. 1137 §1, 2016; Ord. 922 §1, 2009.)~~

~~3. The Town Vehicle Permit number shall be furnished by the Chief of Police and shall be a unique identifier. Each number will be preceded by the notation T.O.J. Permit No. One self-adhesive decal bearing the Town Vehicle Permit number shall be issued for each vehicle. The decal shall measure at least four inches (4") by four inches (4"), and shall be attached to the left side of the rear of the vehicle. This requirement applies to all Ground Transportation Vehicles. No T.O.J. Permit decal shall be transferred to another vehicle or to different company.~~

~~4. In the event a Ground Transportation Business License is denied, all vehicle insignias must be removed immediately.~~

~~5. The Chief of Police shall issue different color stickers to the various classes of vehicles (ie, Taxi vs. Executive Services vs. vehicles subject to USDOT requirements).~~

~~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:~~

~~_____ (a) In-Town: twelve dollars (\$12.00) maximum fare for one to four (1-4) passengers, plus three dollars (\$3.00) per additional passenger.~~

~~_____ (b) Teton Village: thirty five dollars (\$35.00) maximum fare for one to four (1-4) passengers, plus five dollars (\$5.00) per additional passenger.~~

~~_____ (c) Airport: The fee structure established by the Jackson Hole Airport Board of Directors shall apply for trips originating or terminating at the Jackson Hole Airport.~~

~~2. A schedule of fares, charges, and credit card surcharges must be prominently and clearly displayed in a conspicuous place within each Taxi at all times. The rate card shall contain the notation: All fares include applicable Sales Tax and do not include credit card surcharges.~~

~~3. Upon request for such information, a passenger shall be informed as to the exact number of minutes of waiting time or an additional drop fee for which a charge is made.~~

~~4. The surcharge added to a fare as a consequence of using a credit card to pay the fare shall be equal to, and no more than, the surcharge charged to the ground transportation business by the applicable credit card company.~~

~~H. Taxi Roof Lights~~

~~Every Taxi operating under a Vehicle Permit shall have a taxi roof light permanently affixed to the exterior roof near the front third of the vehicle roof. Every roof light shall be capable of illuminating. Operators of a taxi shall have the light illuminated when on-duty and available to transport. Operators of a taxi may turn the illumination of the light off when either out of service or when a rider(s) is in transport. Upon completion of a rider transport, the operator of the taxi shall again illuminate the light, if the taxi is back in service and available for transport, so the public can easily identify the availability status of the taxi.~~

~~(Ord. _____ § _____, _____; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009).~~

5.50.050 Vehicle Permit

A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle without first obtaining a vehicle permit. Such permit shall be unique to the vehicle and to the ground transportation business to which it is assigned.

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.

C. Only duly licensed ground transportation businesses may apply for a ~~Town of Jackson~~ vehicle permit.

D. Only vehicles owned or leased in the name of the ground transportation business company or a third-party contractor making application may be issued a ~~town of jackson~~ vehicle permit.

~~E. Application – Contents.~~

~~1. Applications for issuance and renewal of vehicle permits required by this chapter shall be made on a form provided by the Town.~~

~~2. The applicant shall truthfully and accurately state in full the information requested on the application and provide a signature, to wit, but not limited to:~~

~~(a) Name and address of the registered owner of the vehicle;~~

~~(b) Mailing address, if different from physical address.~~

~~(c) Name of the Ground Transportation Business utilizing the vehicle;~~

~~(d) Telephone Number(s);~~

~~(e) Vehicle description, including make, model, manufacture year, color, passenger capacity, vehicle identification number, license plate number and state of issuance, and registration expiration date; and~~

~~(g) Signature of applicant.~~

~~3E. Inspection by qualified mechanic.~~ A copy of a vehicle safety inspection performed by a certified-qualified automobile mechanic and completed within thirty (30) days of the application, whether initial or renewal, must be attached to the application. At a minimum, the inspection shall verify the safety and working order of the following:

1. Brakes;
2. Tires;
3. Steering;
4. Suspension components;
5. Exhaust system;
6. Windshield and wipers;
7. Lighting, including head lights, tail lights and brake lights.

~~F. Application – Affidavit and authorization form. All applications for Vehicle Permits shall be forwarded to the Chief of Police or his designee who, in turn, shall make or cause to be made an inspection of the vehicle and subsequently approve or deny issuance of the license based upon the applicant's ability to meet and maintain the requirements set forth in this Chapter, to include all mechanical items inspected and that such must be in good working order and repair.~~

~~GF. Vehicle inspection by Town required.~~ In addition to the safety inspection required ~~in section E.3.~~ above, all applicants for vehicle permits, including renewals, must submit said vehicle to the Town Manager, Chief of Police or their designee, for an inspection prior to the issuance of a vehicle permit. ~~The inspection shall include:~~

~~a) Verification of the vehicle description and VIN number;~~

~~b) Verification of the presence of a taxi roof light that is illuminated and functional and compliance with the vehicle marking and signing requirements of this Chapter; and~~

~~c) Such safety inspection as may be deemed appropriate by the Chief of Police.~~

~~H. Vehicle Permit contents. A Vehicle Permit shall contain the name and address of the business, date of issuance, make, model, year and color of all Ground Transportation Business Vehicle(s) and the Vehicle Permit number.~~

(Ord. § , ; Ord. 1280 §3, 2021; Ord. 1137 §1, 2016; Ord. 1061 §1, 2014, Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.060 Operator's Permit.

A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle in the Town of Jackson without first obtaining an operator's permit, including those operating or driving as third-party contractors.

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.

~~C. Application – Contents.~~

~~1. Applications for issuance and renewal of operator's permits required by this chapter shall be made on respective forms provided by the Town.~~

~~2. The applicant shall furnish a valid and current photo identification and truthfully and accurately state in full the information requested on the application and provide a signature, to wit, but not limited to:~~

~~(a) Name and address of present place of residence and length of residence at such address;~~

~~(b) Address of place of residence during the past three years if other than present address;~~

~~(c) Mailing address, if different from physical address;~~

~~(d) Telephone Number(s);~~

~~(e) Date of birth;~~

~~(f) Copy of Wyoming State driver's license number or other state in which the driver is licensed~~

~~(g) Physical description of the applicant, including gender;~~

~~(h) Name of the Ground Transportation Business for whom the applicant will be driving;~~

~~(i) Description sufficient for identification of the subject matter;~~

~~(j) The date, or approximate date, of the latest previous application under this chapter, if any;~~

~~(k) Whether a Vehicle Permit or Operator's Permit issued to the applicant under this chapter ever been revoked;~~

~~(l) Whether the applicant has ever been convicted of a felony under the laws of the state or any other state or federal law of the United States;~~

~~(m) Specific method of operation e.g., Taxi, Executive Vehicles or Limousine operation~~

~~(n) Signature of applicant; and~~

~~(o) Social security number of applicant or proof that the applicant is permitted to work in the United States~~
Valid work permit.

~~(p) A certification that all statements of the applicant are true and complete, and an acknowledgement that any falsification or material omission will void the permit.~~

~~D. Application – Affidavit and authorization form. All applications for Operator's Permits shall be forwarded to the Chief of Police or his designee who, in turn, shall make or cause to be made a general background investigation to the extent allowable under Wyoming law. All persons filing applications for new permits shall submit a signed affidavit and authorization form as provided by the Town Clerk, which includes the applicant's name, signature, address, and date of birth to assist with application processing by the Town Clerk and Chief of Police. All persons filing applications shall agree to a background check, including criminal information, conducted by the Chief of Police or his designee. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and risk manager. The Chief of Police will approve or deny issuance of the permit based upon the applicant's ability to meet and maintain the requirements set forth in this Chapter.~~

DE. Operator's Permit Restrictions. No operator's permit shall be issued under this chapter to any person under any of the following conditions:

1.a. The person is under the age of twenty-one (21) years;

2.b. To any person who does not possess a valid driver's or commercial driver's license in compliance with Wyoming state statutes;

3e. Within three (3) years from the date on which the person's driver's or commercial driver's license is

revoked, denied or suspended;

4d. To any person adjudicated mentally incompetent by a court of law;

5e. To any person who is currently required to register as a sex offender in the state or in any other state or territory of the United States;

~~6f. To any person who has been convicted of a felony unless a period of not less than three (3) years shall have elapsed since the date of conviction or the date of release from confinement for such offense, whichever is later;~~

7g. To any person who has been convicted or received a deferred adjudication for drunk driving while under the influence of alcohol or controlled substances within three (3) years preceding the application for a permit;

~~8h. The person is a habitual drunkard or who is addicted to the use of narcotic drugs or controlled substances as evidenced by a pattern of behavior within the last three (3) years;~~

~~9i. To any person who has been convicted of three (3) or more felonies;~~

10j. To any person who has been convicted of four (4) moving traffic violations within ~~one (1) year~~ the preceding twelve (12) months of the date of application;

11k. Whenever the applicant has demonstrated disregard for the general public safety or welfare or demonstrated a pattern of behavior that could be construed as manifesting a disregard for public safety or welfare, including but not limited to convictions orders granted against the applicant for stalking, protection orders, etc.;

12l. To any person who does not reside in the United States legally.

(Ord. _____ § _____; Ord. 1280 §3, 2021; Ord. 1029 §1, 2013; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.070 Operator's Permit - Contents. (Repealed.)

~~A. Upon issuance of an Operator's Permit, the police department shall issue to the applicant an identification card, which shall be no less than three inches (3") by five inches (5") and shall be prominently displayed within the vehicle at all times during which he/she is actively engaged in the business. The identification card shall contain the following information:~~

~~1. Full name of permittee;~~

~~2. Physical description of the permittee;~~

~~3. Picture of the permittee;~~

~~4. Expiration date of the permit;~~

~~5. The name of the Ground Transportation Business operating the vehicle;~~

~~6. The telephone number of the business; and~~

~~7. Have the seal of the Town of Jackson attached thereto.~~

(Ord. _____ § _____; Ord. 922 §1, 2009.)

5.50.080 Display of license, permit and insurance upon request. (Repealed.)

~~A. Upon issuance of an operator's permit, the shall be prominently displayed within the vehicle at all times during which the operator is actively engaged in the business.~~

~~B.A. Every license, permit or insurance card/ certificate required under this chapter must be in the possession of the operator at all times of operation and shall be exhibited provided upon demand by any passenger, law enforcement personnel or peace officer.~~

(Ord. _____ § _____; Ord. 922 §1, 2009.)

5.50.085 Taxi fares.

A. 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 all trips, the maximum fares shall be in an amount established by resolution.

B. A schedule of fares, charges, and credit card surcharges must be prominently and clearly displayed in a conspicuous place within each taxi at all times. The rate card shall contain the notation: All fares include applicable sales tax and do not include credit card surcharges.

C. Upon request for such information, a passenger shall be informed as to the exact amount(s) of any additional fees for which a charge is applied.

D. A surcharge may be added to a fare as a consequence of using a credit card to pay the fare and, if charged, shall be equal to, and no more than, the surcharge charged to the ground transportation business by the applicable credit card company.

(Ord. § ,).

5.50.090 Vehicle markings and signage.

1. No business license shall be issued to any person, firm or corporation until a designated monogram, name or insignia shall be adopted by the applicant and approved by the ~~Chief of Police~~ Town Manager, or their designee, which designation shall not conflict with or imitate any monogram, name or insignia used by another licensee ~~Business Licensee~~ in such manner as to be misleading or to tend to deceive or defraud the public. ~~Additionally, no Taxi shall have wording stating that the vehicle is an Executive Services Vehicle or Limousine, and no Executive Services Vehicle or Limousine shall have wording stating that the vehicle is a Taxi so as to mislead the public. Designated monogram and insignia requirement only applies to Taxi's.~~

2. Every taxi permitted shall have painted or displayed a permanently affixed marking or signage on at least the left side and the right side ~~rear~~ of the vehicle, which includes the name of the company operating the ground transportation business, business telephone number and the Town vehicle permit number. No signs shall be paper or affixed with glue or tape of any kind, other than that of a self-adhesive design normally found for attachment of professionally created decaling. Lettering shall not be less than two and one-half inches in height and one-half inch stroke. All other ground transportation vehicles are not required by the Town to have decaling of any kind other than what may be required by Wyoming State Statutes. ~~Vehicles that fall within the United States Department of Transportation rules and regulations, and are governed by those rules and regulation, shall have a sticker with the current DOT number that is clearly displayed on the vehicle.~~

3. The Town vehicle permit number shall be furnished by the ~~Chief of Police~~ Town Manager, or their designee, and shall be a unique identifier. ~~Each number will be preceded by the notation T.O.J. Permit No. One self adhesive decal bearing the Town Vehicle Permit number shall be issued for each vehicle. The decal shall measure at least four inches (4") by four inches (4"), and shall be attached to the left side of the rear of the vehicle. This requirement applies to all Ground Transportation Vehicles. Each number shall be attached to the left side of the rear of the vehicle. This requirement applies to all ground transportation vehicles.~~ No T.O.J. Town permit decal shall be transferred to another vehicle or to different company.

4. In the event a ground transportation business license is denied, all vehicle insignias must be removed immediately.

~~5. The Chief of Police shall issue different color stickers to the various classes of vehicles (ie, Taxi vs. Executive Services vs. vehicles subject to USDOT requirements).~~

(Ord. § ,).

5.50.095 Taxi Roof lights

~~Taxi roof lights.~~ Every taxi operating under a vehicle permit shall have a taxi roof light affixed to the exterior of the roof within the front third of the vehicle roof while operating. Every roof light shall be capable of illuminating. Operators of a taxi shall have the light illuminated when on-duty and available to transport passengers. Operators of a taxi may turn the illumination of the light off when either out of service or when a rider(s) is in transport. Upon completion of a rider transport, the operator of the taxi shall again illuminate the light, if the taxi is back in service and available for transport, ~~so the public can easily identify the availability status of the taxi.~~

(Ord. § ,).

5.50.100 Licenses and Permit - Liability insurance required.

A. No person shall operate any ground transportation business within the Town without first having obtained a commercial public liability and property damage insurance policy from an insurance company licensed to do business in the State of Wyoming, with dollar limits required by Wyoming State Statute. The applicant shall list the Town as a "certificate holder" on the policy of insurance. Said insurance shall specify if the vehicle to be operated is insured as a taxi, an executive services vehicle or limousine, or both. If an executive services vehicle or limousine also operates as a taxi, or vice versa, then the operator must be covered by an insurance policy sufficient to cover both executive and taxi services.

B. Any person engaged in a ground transportation business within the Town shall submit his/her/their commercial public liability and property damage insurance policies to any official of the Town for examination upon request.

(Ord. _____ § _____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.110 Repealed.

(Ord. 961 §1, 2010.)

5.50.115 Issuance of receipts.

~~Every Ground Transportation Business shall have a receipt book available in each Ground Transportation Vehicle. Upon request, the operator of the vehicle shall furnish passengers receipts for fees collected and if required by the Ground Transportation Business, shall furnish copies of such receipts to the business.~~

(Ord. _____ § _____; Ord. 922 §1, 2009.)

5.50.120 Licenses and permits – Term; Automatic expiration – ~~Automatic expiration of license or permit.~~

A. All Ground transportation business licenses, and vehicle permits, and operator's permits issued under this chapter shall be issued valid for a period of time of one (1) year and shall expire one (1) year ~~(three hundred sixty-five (365) days)~~ from the date of issuance, provided that any license or permit issued under this ~~Chapter~~ shall expire immediately if:

1. The liability insurance lapses or is otherwise cancelled or is altered in a manner that does not coincide with the method of operation, i.e. changed from taxi to executive services or limousine service, etc.; or

~~2. The licensee or permittee fails to provide updated information as required by this chapter;~~

~~3. The Town Council suspends or revokes the permit.~~

~~4. The vehicle or operator ceases to be employed by the Ground Transportation Business in whose name they are permitted.~~

~~2. The operator's state-issued driver's license is expired, cancelled, revoked, or suspended. Town Council suspends or revokes the permit.~~

(Ord. _____ § _____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.130 Transfer of license or permit.

Licenses or permits issued under this chapter are ~~declared to be~~ personal privileges and shall not be assignable or transferable to any other person, corporation or firm. Notwithstanding the foregoing, operator's permits are transferable between ground transportation businesses if used by a single individual operator.

(Ord. _____ § _____; Ord. 922 §1, 2009.)

5.50.140 General Operating Requirements.

- A. Additional passengers – restrictions. Whenever the operator or driver is transporting a passenger or passengers, such passenger or passengers shall have the exclusive right to full and free use of the passenger compartment, and it is unlawful for the operator to solicit or carry an additional passenger or passengers therein, except with the consent of the passenger or passengers then being transported.
- B. Alcoholic Beverages prohibited. No operator or driver of a ground transportation vehicle shall have any measurable amount of alcohol or illegal controlled substance in ~~their~~his system while operating or in actual physical control of a ground transportation vehicle.
- C. Subject to random roadside driver inspections and safety checks. Vehicles and operators permitted under this Chapter are subject to random roadside inspections by any police officer and may be inspected at such intervals as shall be established by the Chief of Police to ensure compliance with this Chapter.
- D. Smoking in vehicles prohibited. It is unlawful for any operator, driver or passenger to smoke within a Ground Transportation Vehicle.
- E. Personal Pets Prohibited. It is unlawful for the operator or driver to carry a personal pet of any kind within a Ground Transportation Vehicle other than those service animals individually trained to do work or perform tasks for the operator or driver with a disability as defined by the Americans with Disabilities Act (ADA) regulations.
- F. All operators under this chapter, including third party contractors, shall abide by all rules and regulations of the Jackson Hole Airport Board as they pertain to the regulation and movement of ground transportation vehicles while on the Jackson Hole Airport property or conducting business at the Jackson Hole Airport property.

(Ord. _____ § _____; Ord. 1001 §1, 2012; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.150 Fraud and misrepresentation prohibited.

- A. It is unlawful for any owner, operator, driver, or for any person soliciting patronage for any ground transportation vehicle, to induce or attempt to induce any person to employ ~~him or her~~them by knowingly or wantonly misinforming or misleading such person as to the time or place of the arrival or departure, or the location of any hotel, public place or private residence within the Town, or to practice any deceit, fraud or misrepresentation in any manner whatever relative to matters pertaining to ~~his or her~~their business. ~~No person operating a Taxi shall purport to be an Executive Services Vehicle or Limousine, and no Executive Services Vehicle or Limousine shall purport to be a Taxi vehicle.~~
 - B. It is unlawful for any owner, operator or driver to charge rates in excess of those prescribed herein.
 - ~~C. Any person securing a ride or transportation in a Ground Transportation Vehicle by fraud, deceit or misrepresentation shall be punished as provided in Chapter 1.12.010 of the Jackson Municipal Code.~~
 - D. It is unlawful to refuse to pay for a ride in a ground transportation vehicle once the ride has commenced. any person riding in a Ground Transportation Vehicle and refusing to pay the legal charge when his or her journey is completed will be conclusively presumed to have secured a ride by fraud.
- (Ord. _____ § _____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.160 Denial, suspension and revocation upon Criminal convictions or charges; appeal process.

- ~~A. The Chief of Police shall have the authority to suspend either temporarily or permanently any license or permit issued pursuant to this Chapter if he becomes aware of any criminal conviction or criminal charges that in the opinion of the Chief of Police would create a potential public health or safety issue. Immediately upon such suspension, written notice thereof shall be given by the Chief of Police to the licensee or permittee in person or by certified United States mail addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice the license or permit shall become~~

~~null and void. B. If the criminal charges are either dismissed or an acquittal is rendered the license or permit shall be reinstated.~~

~~C. Any person or organization adversely affected by the permanent or temporary suspension or denial of a Vehicle or Operator's Permit may appeal the decision of the Chief of Police to the Mayor and Town Council. Any appeal shall be taken by the affected part requesting an appeal in writing within ten (10) business days from the date the decision of the Chief of Police is mailed to the address of record. The appeal shall be heard by the Mayor and Town Council within thirty (30) days after receipt of the written request unless the parties agree in writing to a different time frame.~~

~~A. In addition to the grounds set forth in chapter 5.04, the Town Manager, or their designee, may deny, suspend or revoke any ground transportation business license, vehicle permit or operator's permit issued pursuant to this chapter if they become aware of any criminal conviction or criminal charges and they determine, based on the factors below, that the criminal conviction or criminal charges compromise the person's ability, capacity, or fitness to hold a ground transportation business license, vehicle permit, or operator's permit:~~

~~1. The nature and seriousness of the crime;~~

~~2. The relationship of the crime to the purpose for requiring a ground transportation business license, vehicle permit, or operator's permit;~~

~~3. The extent to which a ground transportation business license, vehicle permit or operator's permit might offer an opportunity to engage in further criminal activity of the similar type as that in which the person had previously been involved;~~

~~4. The relationship of the crime to the ability or capacity required to perform the duties and responsibilities under a ground transportation business license, vehicle permit, or operator's permit;~~

~~5. Any correlation between the elements of the crime and the duties and responsibilities of the ground transportation business license, vehicle permit, or operator's permit.~~

~~B. When the Town Manager, or their designee, denies, suspends or revokes a license or permit pursuant to this section, the procedure shall be in accordance with chapter 5.04.~~

~~C. If the criminal charges are either dismissed or an acquittal is rendered the license or permit shall be reinstated.~~

~~(Ord. § , ; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)~~

5.50.170 License or permit renewal. ~~(Repealed).~~

~~A. A license or permit issued under this Chapter may be renewed annually by the Chief of Police or his/her designee upon the application of the licensee or permittee.~~

~~B. All renewal applications shall be subject to a background check conducted by the Chief of Police and/or his/her designee.~~

~~C. Upon annual renewal, a Ground Transportation Business shall file a list of its current vehicle operators with the Town Clerk and shall from time to time update that list as may be necessary.~~

~~(Ord. § , ; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)~~

5.50.180 License or permit denial, revocation, or suspension conditions. ~~(Repealed.)~~

~~A. A license or permit issued under this Chapter shall be a personal privilege, good for the period for which issued, subject to the condition however, that it may, for good cause, be denied, revoked or suspended at any time by action of the Town Council after a public hearing of which the licensee or permittee shall have not less than fifteen (15) days advance written notice in which the charges or complaints against him are specified. Good cause shall be interpreted to include, but shall not be restricted to:~~

~~1. Violations of any of the provisions of this Chapter;~~

2. ~~Discontinuance of operations for more than thirty (30) days; or~~

3. ~~Violations of any of the provisions of this Code or other ordinances of the Town or the laws of the United States or the State of Wyoming, the violation of which reflects unfavorably on the fitness of the holder to offer public ground transportation.~~

B. ~~The Chief of Police, Town Manager, or his or her designee has the authority to suspend any license or permit issued hereunder if the holder of the license or permit is convicted of a violation of any of the provisions of this ordinance, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a license or permit under the terms of this ordinance. Immediately upon such suspension, written notice thereof shall be given by the Chief of Police, Town Manager or his or her designee to the licensee or permittee in person or by certified United States mail addressed to his or her the licensee's or permittee's residence address set forth in the application. Immediately upon the giving of such notice the license or permit shall become null and void.~~

C. ~~In addition to the conditions set forth in this Code, the Chief of Police, Town Manager or his or her designee may refuse to grant, refuse to renew, or may suspend or may revoke any license or permit issued pursuant to this Chapter for violation of or noncompliance with any of its provisions or requirements.~~

D. ~~Any person or organization adversely affected by the permanent or temporary suspension or denial of any license or permit may appeal the decision of the Chief of Police, Town Manager or his or her designee, to the Mayor and Town Council. Any appeal shall be taken by the affected party requesting an appeal in writing within ten (10) business days from the date the decision of the Chief of Police, Town Manager or his or her designee is mailed to the address of record. The appeal shall be heard by the Mayor and Town Council within thirty (30) days after receipt of the written request unless the parties agree in writing to a different time frame.~~

(Ord. § , ; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

Chapter 5.52
GENERAL BUSINESS REGULATIONS
(Ord. _____ § _____, 2021.) (Repealed.)

Sections:

~~5.52.010. Barbershops.~~

~~5.52.020. Beauty Shopsshops.~~

~~5.52.030. Handbill distributors. (Repealed. Ord. 1238 §1, 2019).)~~

~~5.52.040. Radio broadcasting stations.~~

~~5.52.010. Barbershops.~~

~~A. Premises used for a barbershop shall be kept in a clean and sanitary condition, and it is unlawful to permit waste material of any kind to accumulate therein. It is unlawful to employeeemploy therein any person afflicted with a contagious disease (Ord. 860 §13, 2008; Ord. 148 §21 (I), 1972; Ord. 675 §1, 2000).
(Ord. 860 § 13, 2008; Ord. 148 § 21 (I), 1972; Ord. 675 § 1, 2000.)~~

~~5.52.020. Beauty Shopsshops.~~

~~A. Premises used for a beauty shop shall be kept in a clean and sanitary condition, and it is unlawful to permit waste material of any kind to accumulate therein. It is unlawful to employeeemploy therein any person afflicted with a contagious disease (Ord. 860 §13, 2008; Ord. 148 §21 (I), 1972; Ord. 675 §1, 2000).
(Ord. 860 § 13, 2008; Ord. 148 § 21 (I), 1972; Ord. 675 § 1, 2000.)~~

~~5.52.030. Handbill distributors. (Repealed.)~~

~~(Ord. (Ord. 1238 § 1, 2019; Ord. 860 § 13, 2008; Ord. 675 § 1, 2000).)~~

~~5.52.040. Radio broadcasting stations.~~

~~A. *Privilege.* The conducting or carrying on of the business of production or generation of electromagnetic waves within the Towntown for the purpose of broadcasting by radio and the business of soliciting radio advertising within the Towntown are declared to be privileges.~~

~~B. *Effect on Interstate Commerce. interstate commerce.* It is the intention of the Town Counciltown council to tax only the intrastate operations carried on by local radio stations and it is not the intention of the Town Counciltown council to impose any tax upon the interstate operations of such radio station. The provisions of this section shall not apply to that portion of or part of such radio station business as may be in interstate or foreign commerce and this section shall not include business turned to or from point without the stateState of Wyoming, nor any business done for the Governmentgovernment of the United States, its officers or agents.
(Ord. 860 § 13, 2008; Ord. 675 § 1, 2000).)~~

Chapter 5.60
RESIDENTIAL SHORT-TERM RENTAL PERMITS

Sections:

- 5.60.010. ~~Preamble: Intent; i~~Intent and purpose.
- 5.60.020. Definitions.
- 5.60.030. Prohibitions.
- 5.60.040. Residential ~~Short-Term Rental Permit Required~~short-term rental permit required.
- 5.60.050. Residential ~~Short-Term Rental Business Operational Requirements~~short-term rental business operational requirements.
- 5.60.060. Permit renewal.
- 5.60.070. Permit ~~Renewal~~expiration.
- 5.60.070—080. Permit ~~Expiration~~denial.
- 5.60.080—Permit Denial
- 5.60.090. Appeal.
- 5.60.100. Fraud and ~~Misrepresentation~~misrepresentation.
- 5.60.110. Administrative ~~Enforcement~~enforcement.
- 5.60.120—Civil Penalty. Reserved.
- 5.60.130—Criminal Penalty. Reserved.

5.60.010. ~~Preamble: Intent; i~~Intent and purpose.

A. The natural, wildlife, agricultural, and scenic resources found in the Town of Jackson are essential components of the community's economic base and establish the character of the community. The economic base of the community is tourism and the future success of tourism is directly linked to the community's ability to provide an enjoyable experience to people who have many alternative locations to vacation. The location of tourist facilities and the quality of the facilities are important parts of the tourist experience in Jackson, and thus this ordinancechapter seeks to ensure those facilities are of the highest quality.

B. The intent and purpose of this ordinancechapter is to establish procedures and standards by which residential short-term rentals can be provided to tourists seeking them in a manner that protects both the quality of their experience and the community of Jackson. It is the Town of Jackson's intent to establish residential short-term rental regulations that promote a mix of lodging options to support Jackson's tourist base and local economy, while simultaneously upholding the health, safety and welfare of the public and preserving the long-term residential neighborhoods within the Town.

5.60.020. Definitions.

A. *Residential short-term rental* means the rental of all or a portion of a residential unit such that occupancy is limited to less than one calendar month. One calendar month is the period of time from a day of one month to the corresponding day of the next month if such exists; or if not, to the last day of the next month. One calendar month shall be computed by excluding the first and including the last day (as from January 4 to February 3 or from January 31 to February 29).

B. Words or phrases in this ~~C~~chapter necessitating a definition shall be defined pursuant to the Town Land Development Regulations, as amended.
(Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012~~7~~.)

5.60.030. Prohibitions.

~~A. No person shall lease or operate a Residential Short-Term Rental without a valid approval pursuant to the Town Land Development Regulations.~~

~~B. No person shall lease or operate a Residential Short-Term Rental without first obtaining a Residential~~

~~Short-Term Rental Permit in accordance with the provisions of this Chapter. chapter.~~

~~CA. No person shall sublet a Rresidential Sshort-Tterm Rrental unit.~~

~~D. No person shall lease or operate a Residential Short-Term Rental in violation of the provisions set forth in this Chapterchapter.~~

~~(Ord. § ,2021; Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012-.)~~

5.60.040 Residential Sshort-Tterm Rrental Ppermits; application; transfer-Required

~~A. An application for a Residential Short-Term Rental permit must be submitted and approved by the Town before a unit can be rented as a Residential Short-Term Rental.~~

~~B. Applications for Residential Short-Term Rental permits must be notarized statements made in writing and must include:~~

~~1. The legal name, phone contact and mailing address of the residential short-term rental unit owner;~~

~~2. The physical and mailing address of the residential short-term rental unit;~~

~~3. If the unit is part of a common interest community and there is a homeowner's association for such community, a letter from the homeowner's association stating that Residential Short-Term Rental is permitted and the application is being made with the homeowner's association knowledge;~~

~~4. The name, phone number, mailing address, and an emergency contact number of a designated owner representative for the rental unit, who must be located within Teton County, Wyoming, and who must be on-call 24 hours a day, seven (7) days a week to manage the property; and~~

~~5. The signature of the unit owner indicating his or her promise to collect and remit all applicable taxes, specifically to include sales and lodging taxes, and to provide the Town receipts for proof thereof and the sales tax number.~~

~~C. The fee for a Rresidential Sshort-Tterm Rrental permit is fee shall be in an amount established by resolution. one hundred dollars (\$100.00) for each Rresidential Sshort-Tterm Rrental unit being permitted.~~

~~D. Where one agent or owner manages or owns multiple Rresidential Sshort-Tterm Rrental units within the same complex, a single consolidated permit application may be submitted. Each Rresidential Sshort-Tterm Rrental unit will be assigned a unique permit number. If the units are managed by different owner representatives, despite being in the same complex, separate applications are required.~~

~~E. It is the applicant's responsibility to notify the Town of any changes to the items set forth in this subsection if it changes during the year.~~

~~F. Residential Sshort-Tterm Rrental permits are nontransferable, except that upon death the property may be transferred to an immediate family member.~~

~~(Ord. § ,2021).~~

5.60.050 Residential Sshort-Tterm Rrental Bbusiness Ooperational Rrequirements

~~A. Notice to Neighborsneighbors within 300 Feet:feet. Rental unit owners or their agents must provide notice to the owners of neighboring parcels within three hundred (300) feet of the short-term rental property, informing these neighbors that a Rresidential Sshort-Tterm Rrental Ppermit has been issued and providing the name and contact information for the local owner representative. The Rresidential Sshort-Tterm Rrental permit holder has an affirmative duty to re-notify all applicable neighbors and the Town upon a change in the local owner representative.~~

~~B. Advertising Requirements:requirements. Any advertising, including but not limited to newspaper, radio, print, digital, or voice advertising of residential short-term rental units must include:~~

~~1. The valid permit number issued to the unit; and~~

~~2. For digital advertising, an effective internet link to the Town of Jackson short-term rental law.~~

~~C. Lodging and Sales Taxes:sales taxes. Rresidential Sshort-Tterm Rrental unit owners are subject to and responsible for collecting and remitting all applicable taxes, specifically including the sales and lodging taxes.~~

~~D. Compliance with Buildingbuilding and Fire Codes:fire codes. All Rresidential Sshort-Tterm Rrental units~~

are subject to the applicable building and fire codes and prior to occupancy must be reviewed and approved for compliance with such codes by the Town Building Official and the Fire Marshal, respectively.

5.60.060 Permit Renewal ~~(Repealed.)~~

- ~~A. Residential Short Term Rental Permits must be renewed annually.~~
 - ~~B. Residential Short Term Rental Permit renewal applications shall be filed annually with the Town of Jackson Administrative Department. The Town may, for good cause, refuse to renew a permit.~~
 - ~~C. Residential Short Term Rental Permit renewal applications must be notarized statements in writing and must specify:~~
 - ~~1. What, if any, information has changed since the previous year's application was filed; and~~
 - ~~2. That the owner will remit all applicable taxes to the Town of Jackson.~~
- ~~(Ord. _____ § _____, 2021).~~

5.60.070 Permit Expiration ~~(Repealed.)~~

- ~~A. All Residential Short Term Rental Permits expire on the thirty first (31) day of December 31 each year.~~
 - ~~B. It is the duty of each permittee to renew and maintain a valid permit in conformance with the requirements of this Chapterchapter. The Administrative Department shall mail to all permittees of the Town a renewal statement. However, failure to send out such notice or the failure of the permittee to receive it shall not excuse the permittee from a failure to obtain a renewal of their permit, nor shall it be a defense in a case alleging short term operation without a permit.~~
- ~~(Ord. _____ § _____, 2021).~~

5.60.~~080~~ Permit ~~ineligibility~~**Denial**

- ~~A. In addition to the grounds in chapter 5.04, a conviction under §5.60.130 or a finding of guilt under §5.60.120 for the operation of a residential short-term rental without a permit shall result in the property owner being ineligible for a permit for five (5) years.~~~~A Residential Short Term Rental permit issued under this sectionchapter shall be a personal privilege, good for the period for which issued, subject to the condition that it may, for good cause, be suspended, revoked, or denied. Good cause shall include, but is not restricted to:~~
 - ~~1. Violating any of the provisions of this Chapterchapter;~~
 - ~~2. Making a false material statement in the permit application;~~
 - ~~3. Violating any ordinance relating to health and safety of the premises being rented or relating to zoning;~~
 - ~~4. Operating a rental property that does not fully comply with the Town building and safety codes or the Land Development Regulations;~~
 - ~~5. Otherwise becoming disqualified for the issuance of a permit under the terms of this Chapterchapter; or~~
 - ~~6. Violating any of the provisions of this Code or other ordinances of the Town or the laws of the United States or the State of Wyoming, the violation of which reflects unfavorably on the fitness of the holder to offer Residential Short Term Rental Unit(s).~~
 - ~~B. Suspension, revocation, or denial may be instituted by any appropriate Town department, including Planning, Building, Fire, Police, Legal or Finance. Immediately upon such suspension, revocation, or denial written notice thereof shall be provided by the appropriate Town department to the permittee by certified United States mail, which will be addressed to the registered agent as identified in the then current Residential Short Term Rental Permit. Immediately upon the giving of such notice the permit shall become null and void.~~
 - ~~C. Such suspension, revocation, or denial may be in addition to any fine imposed.~~
- ~~(Ord. _____ § _____, 2021).~~

5.60.090. Appeal. ~~(Repealed.)~~

~~A. If a Residential Short Term Rental Permit is suspended, revoked, or denied by the Town the permittee may seek review of the decision, in which case the Town of Jackson Contested Case Rules shall govern the hearing and appeal processes.
(Ord. § , 2021).~~

5.60.100 Fraud and Misrepresentation

A. It is unlawful for any ~~R~~residential ~~S~~short-~~T~~term ~~R~~rental unit owner or their agent to induce or attempt to induce any person to rent a unit by knowingly or wantonly misinforming or misleading such person as to the time period for which the unit is available, the regulations applicable to ~~R~~residential ~~S~~short-~~T~~term ~~R~~rental units, the location of the unit within the Town of Jackson, or the rental rate of the unit.

~~B. It is unlawful for any Residential Short Term Rental unit owner or their agent to knowingly or wantonly misinform or mislead any Town agent or department during the initial permitting process or a renewal, or during any revocation, suspension, or denial process or hearing.
(Ord. § , 2021).~~

5.60.110 Administrative Enforcement (Repealed.)

~~A. Advertising that offers a property as a Residential Short Term Rental shall constitute prima facie evidence of the operation of a Residential Short Term Rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal Residential Short Term Rental or is not in operation.~~

~~B. Any communication by a property owner, manager, operator, or lessee to any person where the owner, manager, operator, or lessee offers their home for rent as a Residential Short Term Rental shall constitute prima facie evidence of the operation of a Residential Short Term Rental and the burden of proof shall be on the owner, operator, or lessee of record to establish that the subject property is being used as a legal Residential Short Term Rental or is not in operation.~~

~~D. Other evidence of the operation of a Residential Short Term Rental without a valid permit number may include, but is not limited to: guest testimony, rental agreements, advertisements, and receipts or bank statements showing payments to the owner by a guest.~~

~~E. A conviction under §5.60.130 or a finding of guilt under §5.60.120 for the operation of a Residential Short Term Rental without a permit shall result in the property owner being ineligible to apply for a permit for five (5) years.~~

~~D. A conviction under §5.60.130 or a finding of guilt under §5.60.120 for the operation of a Residential Short Term Rental without a permit will result in the Town notifying the appropriate county and state authorities of the short term rental operation and its failure to comply with tax law.~~

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

5.60.120—Civil Penalty. Repealed.

~~A. Any person in violation of any provision(s) of this Chapter is liable for a civil penalty not to exceed seven hundred fifty dollars (\$750.00) per day per violation.~~

~~B. The civil penalty may be recommended in an administrative hearing and the proceedings shall be governed by the Town of Jackson Contested Case Rules.~~

~~C. In addition to the penalty above set forth, the Town may institute an injunction or any other appropriate action to prevent or enjoin the operation of a Residential Short Term Rental within the Town.~~

~~(Ord. § , ; Ord. 1179 § 1, 2017; Ord. 1092 § 1, 2015).~~

5.60.130—Criminal Penalty. Repealed.

A. ~~_____ A person may be prosecuted criminally in Municipal Court for violating any provision(s) of Sections 5.60.050, 5.60.060, 5.60.070, 5.60.080 or 5.60.100 of this Chapter if said person has already been found guilty of violating any provision of this Chapter under Sec. 5.60.120. (Ord. 1179 § 1, 2017.)~~

B. ~~_____ Upon conviction the person shall be guilty of a misdemeanor and punished according to penalties provided in Section 1.12 of this Code. Each day during which a person operates a Residential Short-Term Rental Unit for which a permit is required, constitutes a separate violation hereof. (Ord. _____ § _____; Ord. 1179 §1, 2017).~~

Chapter 5.70 ADULT ENTERTAINMENT BUSINESS

Sections:

5.70.010 Intent, ~~Rationale~~ rationale and ~~Purpose~~ purpose.

5.70.020 Legislative ~~Findings~~ findings.

5.70.030 Definitions.

5.70.040 Operation ~~Standards~~ standards.

5.70.050 ~~Penalty. Reserved.~~

5.70.010 Intent, ~~Rationale~~ rationale and ~~Purpose~~ purpose.

A. Adult entertainment businesses require special supervision from the public safety agencies of the **Town** in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the Town.

B. The Town Council finds that adult entertainment businesses, as a category of establishments, are frequently used for unlawful sexual activities, including prostitution.

C. There is convincing documented evidence that adult entertainment businesses, as a category of establishments, have deleterious secondary effects and are often associated with crime and the downgrading of property values.

D. The Town Council desires to minimize and control these adverse secondary effects and thereby protect the health, safety, and welfare of the citizenry; protect citizens from crime; preserve the quality of life; preserve the property values and character of surrounding neighborhoods and deter the spread of urban blight.

E. The Town Council recognizes its constitutional duty to interpret, construe, and amend its ordinances to comply with constitutional requirements as they are announced.

F. With the passage of ~~this~~the ordinance, ~~the Town Council from which this chapter is derived, the~~ Town Council accepts as binding the applicability of general principles of criminal and civil law and procedure and the rights and obligations under the United States and Wyoming Constitutions, the Wyoming State Statutes, and the Wyoming Rules of Civil and Criminal Procedure.

G. It is not the intent of this ~~ordinance~~chapter to suppress any speech activities protected by the United States Constitution or the Wyoming Constitution, but to enact an ordinance to further content-neutral governmental interests of the **Town**, to wit, the controlling of secondary effects of adult entertainment businesses.

H. It is the purpose of this section to regulate the standards of ~~A~~adult ~~E~~entertainment ~~B~~business to promote the health, safety, and general welfare of the citizens of Jackson, Wyoming, and to establish reasonable and uniform regulations to address the adverse secondary effects of ~~A~~adult ~~E~~entertainment ~~B~~business within the **Town**. The provisions of this ~~ordinance~~chapter have neither the purpose nor effect of imposing a limitation or restriction of the content of any communication material, including sexually-explicit materials. Similarly, it is not the intent or effect of this ~~ordinance~~chapter to restrict or deny access by adults to sexually-explicit materials protected by the First Amendment to the United States Constitution, or ~~Articles~~articles 1 ~~&and~~ 20 of the Wyoming Constitution, or to deny access by the distributors and exhibitors of sexually-explicit entertainment to their intended market. It is not the intent or effect of this ~~ordinance~~chapter to condone or legitimize the distribution of obscene material as defined by ~~Wyoming Statute~~Wyo. Stat. Ann. 6-4-301(a)(iii).

5.70.020 Legislative ~~Findings~~ findings.

A. This ~~Municipal Code Chapter~~chapter is based on findings concerning the adverse secondary effects of the ~~A~~adult ~~E~~entertainment ~~B~~business on the community presented in studies, case law, and expert papers reviewed by the Town Council, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986), *Young v. American Mini Theatres*, 426 U.S. 50 (1976), *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991), *City of Erie v. Pap's A.M.*, 120 S. Ct. 1382 (2000); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *N.Y. State Liquor Auth. v. Bellanca*, 452 U.S. 714, 717–18 (1981);

California v. LaRue, 409 U.S. 109, 118 (1972); *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484, 515 (1996); *BZAPS, Inc. v. City of Mankato*, 268 F.3d 603, 606 (8th Cir. 2001); *181 S. Inc. v. Fischer*, 454 F.3d 228, 233–34 (3d Cir. 2006), and on studies in and by other communities including, but not limited to, all those in the National Law Center for Children and Families 2005 Summaries of SOB Land Use Studies; Richard McCleary, Rural Hot Spots: The Case for Adult Businesses, Criminal Justice Policy Review 19(2), 153-163 (2008); Eric Domain Kelly, et. al., Survey of Florida Appraisers: Effects of Land Uses on Market Values, (2008); Alan C. Weinstein et. al., The Association of Adult Businesses with Secondary effects: Legal Doctrine, Social Theory, and Empirical Evidence, 29 Cardozo Arts and Entertainment Law Journal 565 (2011); Richard McCleary, Do “Off-Site: Adult Businesses Have Secondary Effects? Legal Doctrine, Social Theory, and Empirical Evidence, Law & Policy Vol. 31, No. 2 218-35 (2009).

5.70.030. Definitions.

A. ~~Adult Entertainment Business~~ means a business that generates a substantial or significant portion of its revenues, or devotes a substantial or significant portion of its interior business, advertising, sale floor, or display space for the exhibition, display, sale, or performance, whether presented as printed materials, live entertainment, recorded entertainment, or devices emphasizing or focusing on whole or partial exposure to view of intimate parts or the depiction, simulation or facilitation of sexual contact.

1. Includes:

i. “1. The term adult entertainment business includes:

a. Intimate ~~Parts~~ as defined by W.S. §Wyo. Stat. Ann. 6-2-301, ~~as amended.~~

ii. ~~b. Sexual Contact~~ means touching, with the intention of sexual arousal, gratification or abuse, of the patron’s intimate parts by performers, or of the performer’s intimate parts by patrons, or of the clothing covering the immediate area of the patron’s or performer’s intimate parts;

2. Does Not Include:

i. ~~This definition shall~~ 2. The term "adult entertainment business":

a. Shall not be construed to apply to or otherwise allow any form of activity prohibited or punished by law such as exhibitions, displays, or performances deemed by law to be obscene.

ii. ~~This definition shall~~ b. Shall not be construed to apply to the presentation, showing, or performance of any play, drama, ballet, or other artistic work in any theater, concert hall, museum, school, institution of higher education, or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

5.70.040. Operation ~~Standards.~~ standards.

A. Duty to comply. It shall be the legal duty of the owner and his/her agents to ensure that all ~~Operation~~ standards are enforced.

B. Manager’s station. The ~~A~~adult ~~E~~entertainment ~~B~~business shall be configured in such a manner that there is an unobstructed view from a designated ~~M~~anager’s ~~S~~tation of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. The view required in this subsection must be by direct line of sight from the ~~M~~anager’s ~~S~~tation.

C. Employee ~~P~~presence. During operational hours, every ~~A~~adult ~~E~~entertainment ~~B~~business shall have, at minimum, two ~~(2)~~employees present on -site within the ~~Business~~business, one of which must be at the ~~M~~anager’s ~~S~~tation. Cameras and other automated devices do not meet this standard.

- D. Hours of ~~O~~operation. All ~~A~~adult ~~E~~entertainment ~~B~~businesses:
1. May be open between the hours 8:00 p.m. and 6:00 a.m., Monday through Saturday.
 2. Must be closed between the hours 6:00 a.m. and 8:00 p.m., Monday through Saturday.
 3. Must be closed on national holidays, regardless of the day of the week on which such a holiday falls.
 4. Must be closed Sunday, beginning at 6:01 a.m. Sunday morning.
- E. Minors. No person under the age of 18 years shall be permitted:
1. In any ~~A~~adult ~~E~~entertainment ~~B~~business;
 2. To purchase goods or services at an ~~A~~adult ~~E~~entertainment ~~B~~business; or
 3. To work at an ~~A~~adult ~~E~~entertainment ~~B~~business.
- F. Public ~~V~~iew. Adult ~~E~~entertainment ~~B~~business, as defined in this section, shall be obscured from public view such that the Businessbusiness is not readily apparent to a reasonable observer.
- G. Lighting. Outdoor lighting shall be left on for one ~~(1)~~ hour after closing.
- H. Alcoholic ~~L~~iquor.
1. For the purposes of this Chapterchapter, definitions shall be those in Wyo. Stat. Ann. §12-1-101.
 2. No alcoholic liquor shall be sold, consumed, made available in any way, or present at or on a parcel of land where an ~~A~~adult ~~E~~entertainment ~~B~~business is operational.
- I. Public ~~I~~ndecency. No owner or agent of any ~~A~~adult ~~E~~entertainment ~~B~~business shall knowingly, or with reasonable cause to know, allow a patron to commit on the Businessbusiness premises an act of public indecency as set forth in Wyoming Statute §Wyo. Stat. Ann. 6-4-201 or Jackson Municipal Code §section 9.28.030.
- J. Sexual ~~A~~acts. No sexual acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, sodomy, and masturbation shall take place on the premises of any ~~A~~adult ~~E~~entertainment ~~B~~business by or between performers, owners, agents, and patrons.
- K. Live ~~P~~erformance. Live performance within an ~~A~~adult ~~E~~entertainment ~~B~~business shall only be permitted pursuant to the following standards:
1. Patrons shall be seated no closer than six ~~(6)~~ horizontal feet from the stage.
 2. Patrons shall not be permitted on the stage at any time.
 3. All performers shall remain on the stage during the performance.
 4. Physical contact between a performer and patron shall not be permitted.
- L. Viewing ~~B~~ooths. All ~~A~~adult ~~E~~entertainment ~~B~~business which contain one or more viewing booths, whether for live or recorded performance, shall comply with the following standards:
1. All viewing booths shall remain unobstructed by any doors, curtains, partitions, walls, merchandise, display racks or other materials.
 2. Physical contact between a performer and patron shall not be permitted.
 3. No viewing booth may be occupied by more than one person at any time.
 4. No openings of any kind shall exist between viewing booths.

5.70.050 — Penalty. Repealed.

~~Any person, business, or any type of legal entity in violation of this section or any subsection hereof, upon conviction, shall be punished as provided in Section 1.12.010 of this Code. Each day during which a person, business, or any type of legal entity shall operate an Adult Entertainment Business in violation of any provision of this Chapter constitutes a separate violation hereof.~~

~~(Ord. _____ § _____; Ord. 1169 § 1, 2017.)~~

Chapter 5.80

RESIDENTIAL RENTAL PROPERTY REGULATIONS

Sections:

5.80.010 Purpose.

5.80.020 Definitions.

5.80.030 Minimum ~~Notice~~notice of ~~Non-Renewal~~non-renewal.

5.80.040 ~~Penalty~~. Reserved.

5.80.010 Purpose.

~~This~~A. The ordinance from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming ~~statutes~~Statutes, the Wyoming Constitution and the United States Constitution, the powers of the Town of Jackson to take steps to provide minimum notice requirements for non-renewal of residential rental properties in order to provide for the health, safety and welfare of its residents.
(Ord. 1187 § 1, 2018).)

5.80.020 Definitions.

A. *Rental agreement* means any agreement, written or oral, which establishes or modifies the terms, conditions, rules or any other provisions regarding the use and occupancy of a residential rental unit but excluding a residential short term rental that is permitted in compliance with ~~Chapter~~chapter 5.60 ~~of the Jackson Municipal Code.~~;

B. *Renter* means any renter, lessee, tenant or other person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

C. *Owner* means the owner, lessor or sublessor of a residential rental unit and for purposes of notice and other communication required or allowed under this ~~article,~~"chapter, the term "owner" includes a managing agent, leasing agent or resident manager unless the agent or manager specifies otherwise in writing in the rental agreement.
(Ord. 1187 § 1, 2018).)

5.80.030 Minimum ~~Notice~~notice of ~~Non-Renewal~~non-renewal.

A. If a rental unit will not be available to renter to re-rent at the end of the term of a rental agreement that has not expired and has not been prematurely terminated for cause and the renter has complied with the terms and conditions thereof, the owner must provide the renter, at a minimum, ~~thirty (30) days'~~days' written notice that the unit will not be available to renter to re-rent. Unless otherwise stated in a rental agreement, written notice may be provided via electronic communication upon mutual consent of the parties.

B. It is not a violation of ~~5.80.030-subsection A~~of this section if owner cures the failure to provide the notice required by that subsection by promptly providing renter with overdue written notice of non-renewal extended through the last day of the following month, not to be less than ~~thirty (30)~~30 days.

C. Nothing in this provision may be construed to impair an owner's rights under Wyo. Stat. Ann. ~~§1-21-1203(d)~~.
(Ord. 1187 § 1, 2018).)

5.80.040 ~~Penalty~~. Repealed.

~~A. Any person in violation of any provision(s) of this Chapter is liable for a civil penalty not to exceed seven hundred fifty dollars (\$750.00) per day per violation.~~

~~B. The civil penalty may be recommended in an administrative hearing and the proceedings shall be governed by the Town of Jackson Contested Case Rules.~~
(Ord. 1187 § 1, 2018).

SECTION II.

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

SECTION III.

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

SECTION VI.

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
March 15, 2021 Meeting Redline Draft

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

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-013 Subdivision Plat to condominiumize the lower sixteen (16) deed restricted workforce housing units at the Westview Townhomes development located at 1251, 1253, 1255 & 1257 W. Highway 22.	Public Comment:	Yes

Purpose & Policy Considerations.

The Westview Townhomes development was always intended to be ownership units. Thus this request is for a Subdivision Plat to condominiumize the lower sixteen (16) deed restricted workforce housing units.

Requested Action.

The applicant is requesting approval of a Subdivision Plat to condominiumize the lower sixteen (16) deed restricted workforce housing units for the properties addressed at 1251, 1253, 1255 & 1257 W. Highway 22.

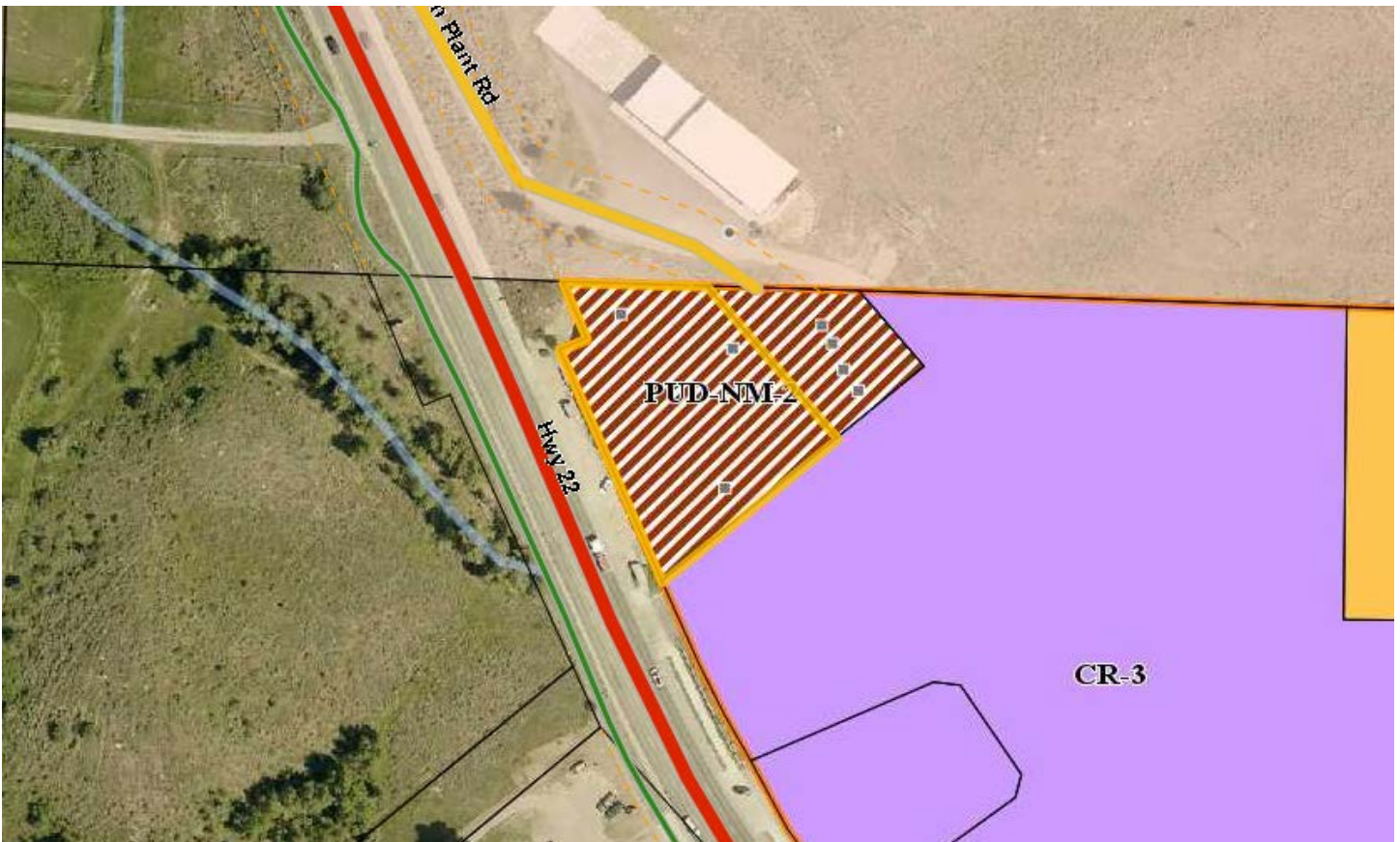
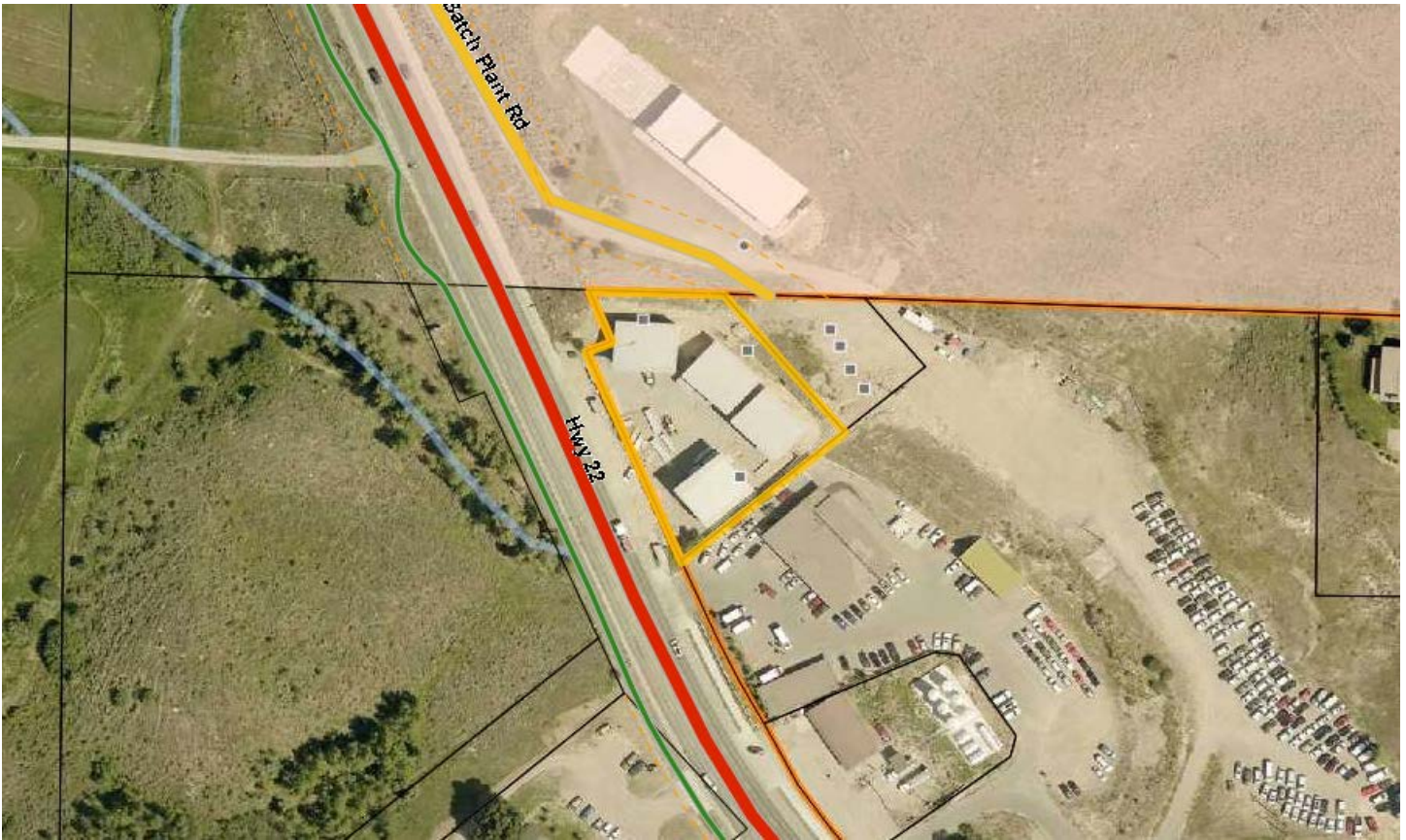
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the lower sixteen (16) deed restricted workforce housing units located at 1251, 1253, 1255 & 1257 W. Highway 22, subject to the departmental reviews attached hereto and following 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.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against all lower sixteen (16) units.

Project Location.

The property is located at 1251, 1253, 1255 & 1257 W. Highway 22 and legally known as Lot 2, Westview Addition (Plat 01411). An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: The Westview Townhomes project, consisting of 20 residential units, received Town Council approval for the following items:

- Sketch Plan (P15-096) – 20 unit residential development (Uppers – 4 market units; Lower – 16 workforce deed restricted units)
- Hillside Conditional Use Permit (P16-001) – average cross-slopes greater than 10%
- Planned Unit Development (PUD) (P16-017) – 20 unit residential development
- Development Plan (P16-085) – 20 unit residential development
- Development Agreement (P16-104) – off-site utilities related to deed restricted units
- Amendment to Development Plan (P17-090) – change exterior color of buildings to grey
- Amendment to Housing Mitigation Plan (P17-227) – Master Lease Restriction
- Amendment to Development Plan (P18-095) – deadline extension
- Amendment to Development Agreement & new Hillside CUP (P18-135 & 136)
- Amendment to Housing Mitigation Plan (P18-330) – Workforce Restriction
- Subdivision Plat (P19-197) – Split development into two lots
- Amendment to Housing Mitigation (P21-028) – Half Workforce Ownership & Half Workforce Rental

Project Description: The applicant is proposing to subdivide the lower sixteen (16) units of the Westview Townhomes development into ownership condominiums. All 16 units will have a Workforce deed restriction. According to the most recent housing mitigation amendment (P21-028) that was approved by the Council on November 2, 2020, the owner has the ability to record the Employer-Owned Workforce Rental restriction on up to eight units. All other units that do not have the Employer-Owned Workforce Rental restriction shall have the Workforce Ownership restriction. At this time the owner has not identified which type of restriction will be recorded on which unit but is aware that the Town will require affidavits affecting title be recorded against all 16 units stating that each unit is subject to a workforce restriction prior to closing on a sale.

Analysis.

Staff finds that the proposed subdivision plat is in conformance with the approved Final Development Plan and other associated approvals. The proposed subdivision meets the requirements of the Land Development Regulations (LDRs) for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards. Park Exactions are calculated at \$32,400.00 and School Exactions are calculated at \$24,000.00 for sixteen (16), 2-bedroom dwellings. Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval.

With regard to recordation of the deed restrictions, the owner will be recording the Workforce Ownership restriction on all sixteen (16) units. As you may recall, the most recent Council approval (P21-028) allowed the owner the flexibility to record the Employer-Owned Workforce restriction on up to eight (8) units. In the event that a qualified employer wishes to purchase a unit in the future, the applicant can come back to the Town to modify the restriction type on up to eight (8) units and change the restriction from the Workforce Ownership to the Employer-Owned restriction. Both Planning and the Housing staff are comfortable with this approach as it complies with the most recent housing mitigation amendment approval.

Condominium and townhouse subdivisions are permitted subject to the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. **Final plat required.** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. Staff finds that the proposed Final Plat satisfies this standard.

- B. **Building and fire code applicability.** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

- C. **Report on building required.** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.*

Complies. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

- D. **Necessary building upgrades.** *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*

1. **Fire sprinkler system.** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

2. **Construction plans.** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

- E. **Tenant notification.** *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*

1. **Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Not applicable.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.*

Not applicable.

Comprehensive Plan & Priority Alignment.

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

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

Complies. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan (P16-085).

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

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

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

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

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

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$32,400.00

School Exactions - \$24,000.00

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat of this size and is 5 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Park and School Exactions

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

Based upon the findings as presented in the staff report and as made by the applicant for Item P21-013, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat to condominiumize the sixteen (16) lower deed restricted workforce housing units at the properties addressed at 1251, 1253, 1255 & 1257 W. Highway 22 subject to the departmental reviews attached hereto, this staff report dated March 15, 2021, and the following 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.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against all lower sixteen (16) units.

PLANNING

Project Number	P21-013	Applied	1/22/2021	KP
Project Name	Subdivision - Westview	Approved		
Type	FINAL PLAT	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Jorgensen	Owner	Westview Partners	
Site Address		City		State Zip
	1251 W HIGHWAY 22			
Subdivision		Parcel No		General Plan
		22411632100008.01		

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact Notes County Clerk Corina Dorman		1/22/2021	2/12/2021		
Joint Housing Dept Stacy Stoker (2/12/2021 1:44 PM SAS)	APPROVED W/CONDITI	1/22/2021	2/12/2021	2/12/2021	See Notes
The reference to the Deed Restrictions under Certificate of Owner should include the following: 1. Special Restrictions for Workforce Ownership Housing to be recorded on each of the 16 units at time of recordation of plat. 2. A maximum of eight of the units may be sold as Employer Owned Rental Units. These will have Special Restrictions for Employer Owned Workforce Rental Housing recorded at the time of sale.					
Legal Lea Colasuonno	NO COMMENT	1/22/2021	2/12/2021	2/9/2021	
Planning Tyler Valentine (2/16/2021 4:20 PM TV)	APPROVED W/CONDITI	1/22/2021	2/12/2021	2/16/2021	
1. Under Certificate of Owner, a note shall be added that this plat is subject to the following Planning Approvals: Sketch Plan (P15-096), Hillside Conditional Use Permit (P16-001), Planned Unit Development (P16-017), Development Plan (P16-085) & Housing Mitigation Plan (P21-028). 2. Prior to recording the plat the applicant shall pay all School and Park Exactions to the Town of Jackson. 3. On the Plat, the LCE parking spaces located in front of the eastern-most building (Building 3) must be removed. These spaces were not approved as part of the Development Plan and they present access issues if owners were to park in them. 4. In the CC&Rs on page 6, Section 3.9(a) needs to be modified so that it is clear that not all units have an outdoor parking space designated in front of their garage. The outdoor parking spaces for Building 3 are not permitted and must be removed.					
Plat Review-Survey Other		1/22/2021	2/12/2021	2/3/2021	lrudolph@nelsonengineering.net

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
(2/3/2021 4:45 PM KP)					
From Mike Quinn (Nelson Eng)					
1. In Certificate of Approval... the subdivision reference is incorrect and there are obsolete names in signature blocks (copy paste issue)					
2. Types in Cert. of Owner. and Puzzling statement about gross vs. net sf with no clarification to source of disparity					
3. Bearing and distances on sheet 2 of the primary bldg wall lines have been omitted. The detail of the southern corner of the subdivision could clarify any ambiguity as to whether the "tie lines" are to the monument or the corner position.					
4. Plan and section view sheets appear adequate, but surveyor prefers more horizontal dimensions on the section views to more readily correlate the different views.					
Plat Review-Title		1/22/2021	2/12/2021	2/14/2021	Title 22
<none>					
Police		1/22/2021	2/12/2021		
Michelle Weber					
Public Works	APPROVED W/CONDITI	1/22/2021	2/12/2021	3/1/2021	
Jeff Silliman					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(3/1/2021 7:10 PM BTL)					
FINAL PLAT – Choose an item.					
P21-013					
ADDRESS: 1251, 1253, 1255, 1257 West Hwy 22					
OWNER: Westview Partners					
APPLICANT: Jorgensen Associates, Keith Magrath					
2/26/2021					
Brian Lenz, 733-3079					
DATE OF SUBMITTAL: January 22, 2021					
DATE OF MATERIALS: Letter, 1/21/2021; Plat, 1/21/2021					
REVISION NO.: 00					

BOND FOR MONUMENTATION: \$3000 for verification of six corners.

Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.

The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL:

1. Provide a statement in the resubmittal or on the plat that no fault lines exist on the parcel.

CONDOMINIUM DECLARATION

2. Revise the Condominium Declaration to specifically call out the water, sewer, and storm systems as General Comment Elements or as appropriate, in accordance with WY § 18-5-306: A survey plat submitted by the subdivider containing the following: Evidence that all parcels of land created by the subdivision will be subject to written and recorded covenants or other instruments creating an entity, binding on subsequent owners of the land within the subdivision.

The entity shall have the ability to address the following topics:

(A) Maintenance and responsibility for common areas, roads and water supply systems and assessments against all parcels of land in the subdivision to defray the costs thereof;

(B) Continued management of the entity.

CERTIFICATE OF APPROVAL

3. Remove language pertaining to the Snow King Master Plan, One Town Hill, etc.

NOTES

4. Revise note 1 to clarify the proper connection status of the utilities: the system “is” connected to the Town water and sewerage systems, but not the Storm Drainage System.

CERTIFICATE OF ENGINEER

5. Revised the statement to clarify that only the water and sewage collection systems are connected to (not extensions of) the Town systems and that the stormwater is a separate system.

CERTIFICATE OF SURVEYOR

6. 3rd that statement: Westview has an L on the end of it, remove the L.

CERTIFICATE OF OWNER

Add the statements:

7. that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson; and,

8. Wyoming Statute 34-2-121: The plat must have a statement that shall contain in substance the following words: “Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state”.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					

PLAT SHEETS

9. LDRs 7.7.5.B: Where utilities are not provided within a dedicated road right-of-way, easements of not less than 30 feet shall be provided for accommodating water lines, sanitary sewers and stormwater drainage. Minimum width of easements for power lines, telephone lines, and other utilities shall be 15 feet.

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Westview - Lowers
2. LOCATION: 1251-1257 W. Hwy 22
3. PROJECT NUMBER: P21-013

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	<u>16</u>		2.25	<u>36</u>
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{36} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.324} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.324} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{32,400} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Westview - Lowers
2. LOCATION: 1251-1257 W. Hwy 22
3. PROJECT NUMBER: P21-013

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		1251-1257 W. Hwy 22 <u>16</u>		<u>0.24</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\frac{0.24}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{32,400}{\text{CASH-IN-LIEU}}$$

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Final Plat Application/Westview Condominium Addition
Physical Address: 1251,1253,1255,1257 Highway 22, Jackson, WY 83001
Lot, Subdivision: Lot 2, Westview Addition PIDN: 22-41-16-32-1-AB-002

PROPERTY OWNER.

Name: Westview Partners Phone: 434-326-2118
Mailing Address: PO Box 174, North Garden, VA ZIP: 22959
E-mail: hunter@redrootsco.com

APPLICANT/AGENT.

Name: Westview Partners/Jorgensen Associates, Inc. Phone: 307-733-5150
Mailing Address: PO Box 9550 Jackson, WY ZIP: 83002
E-mail: kmagrath@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

☒ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

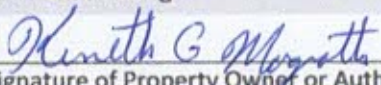
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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



Signature of Property Owner or Authorized Applicant/Agent
Kenneth G Magrath

Name Printed

01/21/2021

Date
Senior Project Surveyor

Title

LETTER OF AUTHORIZATION

Westview Partners

, "Owner" whose address is: _____

P.O. Box 174, North Garden, VA 22959

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Westview Partners

, as the owner of property

more specifically legally described as: 1255 Highway 22, Jackson, WY 83001

PT SW1/4 NE1/4, Sec 32, TWP 41 N, RNG 116

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGER

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming

)

)SS.

COUNTY OF Teton

)

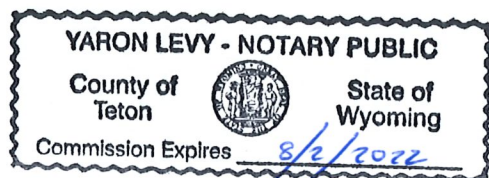
The foregoing instrument was acknowledged before me by Hunter McCardle this 10 day of July, 2019.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 8/2/2022





JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

January 21, 2021

Ms. Tiffany Stolte, Office Manager and Mr. Tyler Valentine Town of Jackson Senior Planner

Re: Westview Condominium Addition Plat Application - JA Project No. 09040.2019.27

Dear Tiffany and Tyler,

On behalf of Westview Partners, LLC, the current owner of the property at 1255 W Highway 22 identified as Lot 2, Westview Addition I am submitting application for subdivision of said property as a condominium addition. This subdivision is proposed as the Westview Condominium Addition to the Town of Jackson.

This application includes:

- Town of Jackson Application
- Notice of Intent to Subdivide published 01/13 & 01/20/2021.
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent.
- Application fee of \$1,000 – hand delivered
- Warranty Deed showing ownership
- Ownership and Encumbrance Report (to satisfy Title Commitment requirement) dated November 13, 2020
- Certificate of Mortgagee
- Mortgage document
- Development Agreement
- Declaration of Condominium
- PENDING Deed Restriction agreement – “Special Restrictions for Employer-Owned Rental Housing”
- Subdivision Plat (digital copies only) Autocad format and pdf.

I am submitting the above-referenced materials digitally, and I believe I have included all pertinent documents necessary for application and look forward to working with you on this project. If you need or desire any other materials please feel free to contact me at any time.

Thank you for your consideration in this matter,

JORGENSEN ASSOCIATES, INC.

Kenneth Magrath

Wyoming Professional Land Surveyor 8469, agent for:

Westview Partners, LLC,

Hunter McCardle, Manager

H:\2009\09040\2019-2020_Condominium Plat\Plat Application\09040 2021 Westview Condo Plat Application Letter 2021-01-20.docx

Printed by eScribe on Jan 31, 2021, 2:29pm

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Westview Partners, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 2 of the Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be WESTVIEW CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lot 2 of said Westview Addition to the Town of Jackson;

that said Lot 2 of the Westview Addition to the Town of Jackson is hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes and that in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lot 2 on Plat No. 1411;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34–20–101 through 34–20–104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Development Agreement of record in book 943 of Photo, Pages 474–484, secondarily identified as Document 0925305 in the office of County Clerk of Teton County.

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk on the same day as this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said 'Declaration of Condominium' to be recorded in said Office on the same date as this plat;

that the foregoing subdivision is SUBJECT TO DEED RESTRICTIONS and any other terms and conditions specified and agreed to in that document titled "Special Restrictions for Employer–Owned Workforce Rental Housing" by the undersigned Owner and the Town of Jackson;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office:

(FROM WYOMING TITLE & ESCROW TITLE INSURANCE COMPANY RECORDED OWNERSHIP AND ENCUMBRANCE REPORT No. W–23914)

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, ENCROACHMENTS, DITCHES, ROADWAYS, RIGHTS–OF–WAY, COMMON AREAS AND BUILDING SETBACK REQUIREMENTS AS DELINEATED ON THE RECORDED PLAT 1411, RECORDS OF TETON COUNTY, WYOMING;

AN EASEMENT UPON THE TERMS , CONDITIONS AND PROVISIONS FOR RIGHT–OF–WAY AND PURPOSES INCIDENTAL THERETO AS GRANTED TO THE STATE OF WYOMING IN A DOCUMENT RECORDED SEPTEMBER 5, 1946, IN BOOK 6 OF MIXED RECORDS, PAGES 48–50.

ALL MATTERS AS DELINEATED ON THE OFFICIAL MAP OF SURVEY – PROPERTY OR JACK CORBIN, ON FILE AND OF RECORD WITH SAID TETON COUNTY CLERK AS MAP T–38A.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "SPRING CREEK IMPROVEMENT AND SERVICE DISTRICT", BY AND BETWEEN SPRING CREEK IMPROVEMENT AND SERVICE DISTRICT AND JACKSON HOLE CHOICE MEATS, INC., DATED MAY 27, 1998, RECORDED JUNE 10, 1998, AS Book 356, PAGE 161, OFFICIAL RECORDS.

AN EASEMENT OVER SAID LAND FOR ELECTRIC DISTRIBUTION CIRCUITS AND INCIDENTAL PURPOSES AS GRANTED TO LOWER VALLEY POWER AND LIGHT, INC., RECORDED DECEMBER 14, 1998 IN BOOK 367, PAGE 432 IN SAID OFFICE OF TETON COUNTY CLERK;

ALL MATTERS AS DELINEATED ON THE OFFICIAL MAP OF SURVEY PREPARED FOR JLC DEVELOPMENT, LLC, ON FILE AND OF RECORD WITH SAID TETON COUNTY CLERK, AS MAP T=30F

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT" BY AND BETWEEN F.S.D. INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY AND TOWN OF JACKSON DATED MARCH 20, 2017, RECORDED APRIL 13, 2017, AS DOCUMENT 0925305, BOOK 943, PAGE 474, IN SAID OFFICE OF TETON COUNTY CLERK;

AN ASSIGNMENT BY AND BETWEEN F.S.D. INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY AND WESTVIEW PARTNERS, LLC, A WYOMING LIMITED LIABILITY COMPANY, RECORDED JUNE 25, 2019, AS DOCUMENT 0972279 IN SAID OFFICE OF TETON COUNTY CLERK;

THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT, RECORDED JUNE 25, 2019, AS DOCUMENT 0972280, IN SAID OFFICE OF TETON COUNTY CLERK;

AN EASEMENT UPON THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN FOR UTILITIES AND ALL RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT RECORDED JUNE 25, 2019, AS DOCUMENT 0972281 IN SAID OFFICE OF TETON COUNTY CLERK;

TERMS AND CONDITIONS OF THAT PEDESTRIAN EASEMENT, RECORDED MAY 4, 2020, AS DOCUMENT 0989528, IN SAID OFFICE OF TETON COUNTY CLERK;

UTILITY & PEDESTRIAN EASEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED AS DOCUMENT 0989529 IN SAID OFFICE OF TETON COUNTY CLERK;

ALL MATTERS AS DELINEATED ON THE OFFICIAL PLAT OF WESTVIEW ADDITION TO THE TOWN OF JACKSON, ON FILE AND OF RECORD AS PLAT 1411 IN SAID OFFICE OF TETON COUNTY CLERK;

AN EASEMENT OVER SAID LAND FOR ELECTRIC DISTRIBUTION CIRCUITS AND INCIDENTAL PURPOSES, AS GRANTED TO LOWER VALLEY ENERGY, RECORDED NOVEMBER 18, 2019, AS DOCUMENT 0981516, OFFICIAL RECORDS;

TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, IN DOCUMENT RECORDED APRIL 10, 2020, AS DOCUMENT 0988615, IN SAID OFFICE OF TETON COUNTY CLERK.

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that gross actual square footage of said units is determined by actual measurement from the face of each interior wall defining an airspace unit; individual airspace unit net square footage is less than gross square footage;

that access to the foregoing subdivision is via adjacent Wyoming Highway 22, as shown hereon;

that this subdivision is subject to all easements, rights–of–way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

Westview Partners, LLC, a Wyoming limited liability company

by: Hunter McCordle
Manager Date: _____

Notary Public
My commission expires:

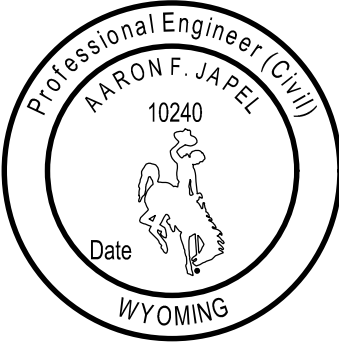
The foregoing instrument was acknowledged before me by Hunter McCordle, manager of Westview Partners, LLC, this __ day of _____.

WITNESS my hand and official seal.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify: that the extensions of the water distribution systems, stormwater collection systems and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.



Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the ONE TOWN HILL ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 17th day of December 2018;

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Snow King Planned Resort District Master Plan as recorded in that affidavit affecting title recorded in book 429 of Photo, Pages 1–211 in the office of the Clerk of Teton County as amended.

ATTEST: TOWN OF JACKSON

Sandra P. Birdshaw, Clerk Pete Muldoon, Mayor

Brian T. Lenz, Engineer Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Clerk, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning director, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Kenneth G Magrath, a Wyoming Professional Land Surveyor, do hereby certify:

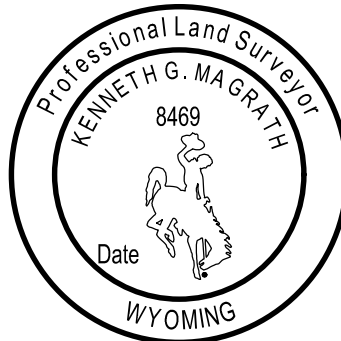
that the lands of this subdivision are identical with Lot 2, Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411;

that by the authority of the owner of said Lot 2, Westview Addition to the Town of Jackson, said Lot 2, as shown on this plat is hereby vacated and reconfigured as Westview Condominiums Addition To The Town of Jackson;

that to the best of my belief and knowledge, the dimensions of the land, building, Common Elements, and Individual Airspace Units of the Westview Condominiums Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during December 2020 and from architectural plans prepared by Design Associates Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM AS DEFINED IN THE DEVELOPMENT AGREEMENT CITED IN THE CERTIFICATE OF OWNER.

THE UNITS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT AGREEMENT, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

ELEVATIONS SHOWN WITHIN THIS PLAT ARE REFERENCED TO THE NGVD 1929 DATUM.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

GROUND WATER

Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Westview Partners, LLC
PO Box 174
North Garden, VA 22959–0174

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

ARCHITECT:

Design Associates Architects
50 S King St, Ste. 201
Jackson, Wyoming 83001
307–733–3600

UNIT SUMMARY

TOTAL NO. OF UNITS: 16
NO. OF RESIDENTIAL UNITS: 16

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	BUILDINGS 1–4 – 1ST FLOOR PLAN VIEW, NOTES
4	BUILDINGS 1–4 – 2ND FLOOR PLAN VIEW, NOTES
5	BUILDINGS 1–4 – 3RD FLOOR PLAN VIEW, NOTES
6	BUILDINGS 1–4 – SECTION A
7	BUILDINGS 1–4 – SECTION B
8	BUILDINGS 1–4 – SECTION C
9	BUILDINGS 1–4 – SECTION D
10	BUILDINGS 1–4 – SECTION E

FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 10
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RF

LAST REVISED: 01/21/2021
MAP PREPARED: 01/20/2021

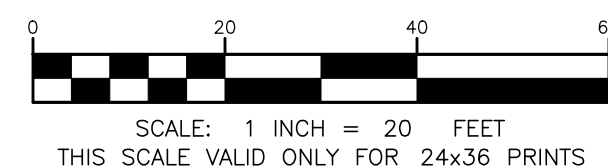
PROJECT NUMBER: 09040

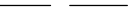
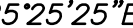
11/20/2020 09:02:01 12/20/2020 Confirmation: Plat 1411 1411040 Westview Condo-Certificate.dwg

CERTIFICATE OF MORTGAGEE

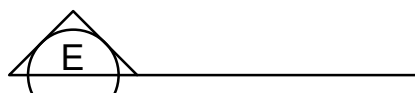
CONSENT OF MORTGAGEE, COREVEST AMERICAN FINANCE, LLC, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.





- | | |
|---|---|
|  | indicates a monument with Land Corner Recordation Certificate of record in the Office of the Clerk of Teton County, Wyoming |
|  | 6" sq. concrete post with 3-1/2" ø brass cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" with other appropriate markings |
|  | 2-1/2" ø aluminum pipe with 3" ø aluminum cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" with other appropriate markings NOTE: RM indicates reference monument |
|  | 2-1/2" ø iron pipe with 3" ø brass cap inscribed "U.S. CADASTRAL SURVEY BUREAU OF LAND MANAGEMENT 1956" with other appropriate markings; RM indicates reference monument |
|  | 1" ø iron pipe with 2-1/2" ø brass cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1956" with other appropriate markings |
|  | 2-1/2" ø iron pipe with 3" ø brass cap inscribed "1998 PE & LS 578" with other appropriate markings |
|  | 5/8" ø steel reinforcing bar with 2" ø aluminum cap inscribed "PLS 566" |
|  | 5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PLS 4270" |
|  | 5/8" ø steel reinforcing bar with 1-1/2" ø aluminum cap inscribed "PE & LS 578" |
|  | reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 8469" set this survey |
| — — — — — | sectional subdivision line |
| ===== | boundary, this subdivision |
| - - - - - | boundary, limited common element contained within each building (only ground floor level units depicted on this drawing for clarity. See sheets 3-10 for individual unit details) |
| _____ | boundary, adjoining property |
| _____ | boundary, easement, as noted |
| | ties to exterior building face at ground-level |
| ===== | exterior face of building at ground level |
| <i>N25°25'25"E 100.00'</i> | measured bearing & distance |
| <i>(N25°25'25"E) (100.00')</i> | record bearing & distance, Warranty Deed DOC 0972275 |
| <i>N20°31'47"E 144.66'</i> | calculated bearing and distance |

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 2 OF 10



UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

— Represents an interior building ceiling or wall face limit in section view

— Exterior face of building

— Boundary of Limited Common Elements, including decks and parking spaces

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

Limited Common Elements - Carpark; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.

Extents of LCE-P104

Extents of LCE-P202

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAN WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAN FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6183.13' FOR IPBC INSCRIBED "1998 PE & LS 578" AT THE WESTERN CORNER OF LOT 2, WESTVIEW ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NOVEMBER 29 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE WESTVIEW CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAN.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

0 3 6

SCALE: 1 INCH = 3 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 3 OF 10





JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit in section view

- Exterior face of building

- *Boundary of Limited Common Elements, including decks and parking spaces*

General Common Element (Common Element used interchangeably within said Declaration): portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

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Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

NOTES

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
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5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON AREA, REFER TO THE CONDOMINIUM DECLARATION FOR THE WESTVIEW CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

*FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON*

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING

SHEET 4 OF 10

PREPARED BY: RF MAP PREPARED: 01/20/2021 PROJECT NUMBER: 0904



UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

— Represents an interior building ceiling or wall face limit in plan view
— Represents an interior building ceiling or wall face limit in section view

— Exterior face of building

— *Boundary of Limited Common Elements, including decks and parking spaces*

GCE

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

Limited Common Elements – Carpark; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

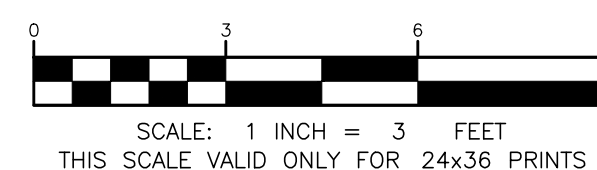
Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.

NOTES

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5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE WESTVIEW CONDOMINIUMS, TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAN.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

SLOPING CEILING BEAMS.
(SEE SECTIONS FOR DETAILS)

BUILDINGS 1-4
THIRD FLOOR LEVEL
PLAN VIEW



FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 5 OF 10

UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit in section view

- Exterior face of building

- *Boundary of Limited Common Elements, including decks and parking spaces*

GCE

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements – Deck: those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

Limited Common Elements – Carpark: those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.

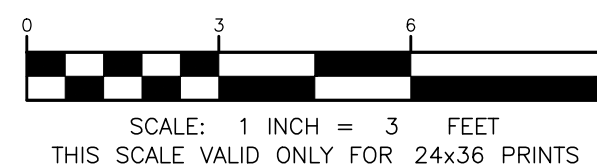
1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6183.13' FOR IPBC INSCRIBED "1998 PE & LS 578" AT THE WESTERN CORNER OF LOT 2, WESTVIEW ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NVD82 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE WESTVIEW CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

TABLE 1

BUILDING NO.	FLOOR ELEVATION
1	6183.9'
2	6184.6'
3	6184.7'
4	6184.0'

GROUND FLOOR SLAB ELEVATION
(SEE TABLE 1 FOR DETAILS)

SECTION 1A
UNITS 101,201,301,401
AND 102,202,302,402
AND COMMON ELEMENTS



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

*FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON*

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 6 OF 10

14/03/2024 09:00:00 12-2024 Condominium Plat C-2024-0046 Condominium Plat Draft Building 1.dwg

Prepared by Jorgensen on Jan-21, 2024 2:29pm

LEGEND

UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit in plan view
Represents an interior building ceiling or wall face limit in section view

Exterior face of building

Boundary of Limited Common Elements, including decks and parking spaces

GCE

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

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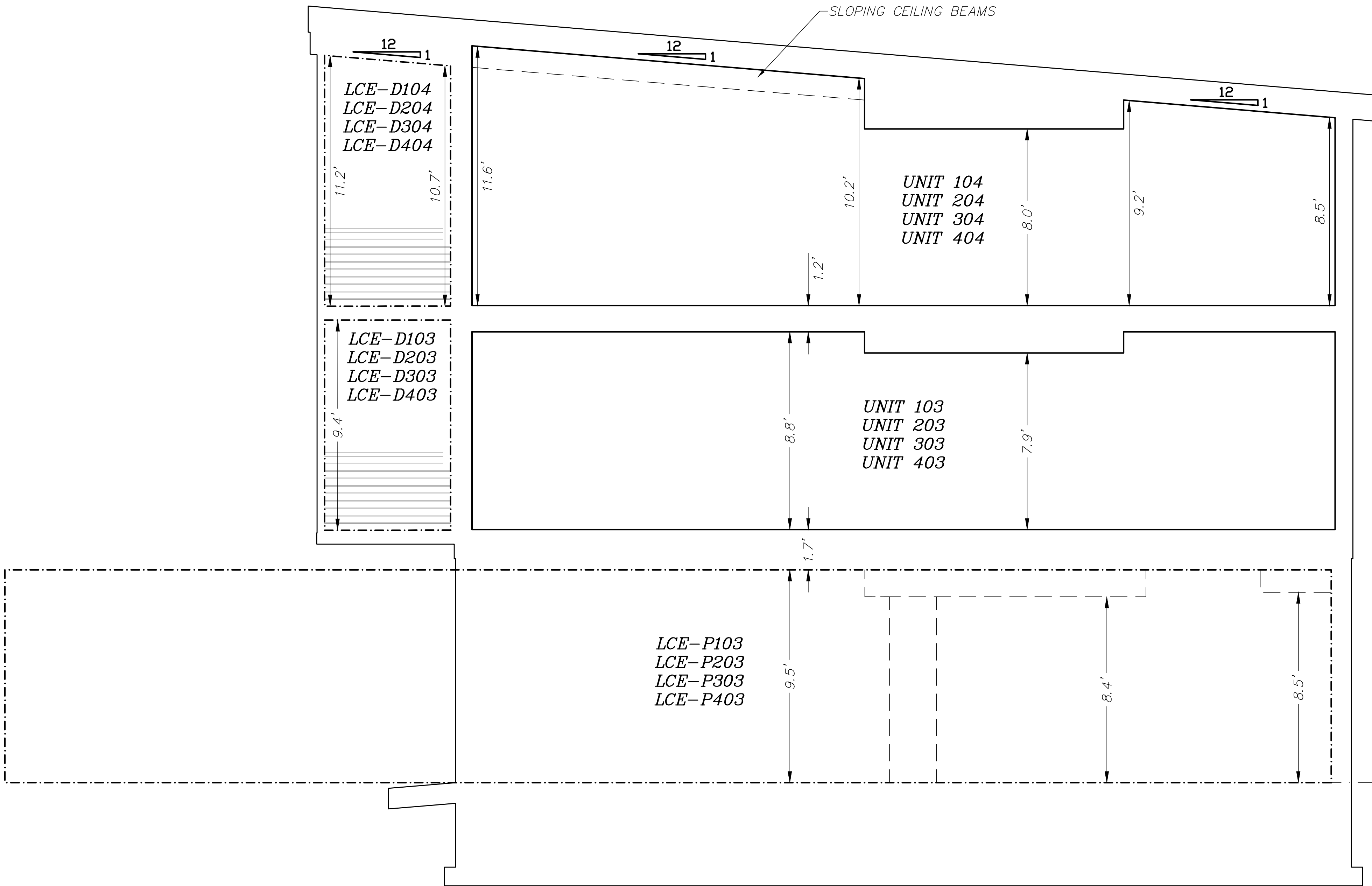
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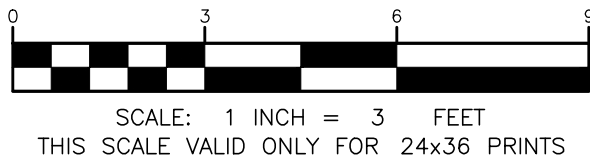
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TABLE 1	
BUILDING NO.	FLOOR ELEVATION
1	6183.9'
2	6184.6'
3	6184.7'
4	6184.0'



SECTION 1B
UNITS 103,203,303,403
AND 104,204,304,404
AND COMMON ELEMENTS



FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 7 OF 10

14/03/2024 09:00:00 14-03-2024 Condominium Plat C-2024-0046 Condominium Plat Details Building 1.dwg

Printed by: jorgensen on Jan-21, 2025 2:29pm

LEGEND

UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit in plan view
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Exterior face of building

Boundary of Limited Common Elements, including decks and parking spaces

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Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

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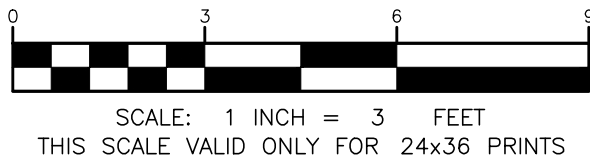
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TABLE 1	
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GROUND FLOOR SLAB ELEVATION
(SEE TABLE 1 FOR DETAILS)

SECTION 1C
UNITS 101,201,301,401
AND 102,202,302,402
AND COMMON ELEMENTS



FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 8 OF 10

1412001004000010-10-2020 Condominium Plat C-201004000010-10-2020 Building 1.dwg

LEGEND

UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit in plan view
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Exterior face of building

Boundary of Limited Common Elements, including decks and parking spaces

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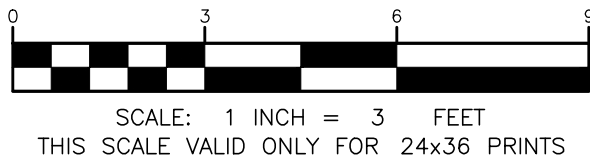
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TABLE 1	
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GROUND FLOOR SLAB ELEVATION
(SEE TABLE 1 FOR DETAILS)

SECTION 1D
UNITS 103,203,303,403
AND 104,204,304,404
AND COMMON AREAS



FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING
SHEET 9 OF 10

UNIT 101

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

— Represents an interior building ceiling or wall face limit in section view

— Exterior face of building

— Boundary of Limited Common Elements, including decks and parking spaces

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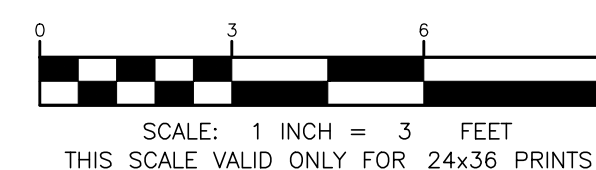
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4. BASE ELEVATION = 6183.13' FOR IPBC INSCRIBED "1998 PE & LS 578" AT THE WESTERN CORNER OF LOT 2, WESTVIEW ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NOV29 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE WESTVIEW CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAN.
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TABLE 1

BUILDING NO.	FLOOR ELEVATION
1	6183.9'
2	6184.6'
3	6184.7'
4	6184.0'

GROUND FLOOR SLAB ELEVATION
(SEE TABLE 1 FOR DETAILS)

SECTION 1E
UNITS 101-104, 201-204,
301-304, 401-404
AND COMMON ELEMENTS



FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M
TOWN OF JACKSON.
TETON COUNTY, WYOMING

SHEET 10 OF 10

PREPARED BY: RF MAP PREPARED: 01/20/2021 PROJECT NUMBER: 09040

**Special Restrictions
For Workforce Ownership Housing**

Located at

1255 West Highway 22, Town of Jackson Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in these Special Restrictions, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within three (3) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional two (2) years from the recordation of a foreclosure deed to sell the Residential Unit to

a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

It is further understood and acknowledged that up to 8 Residential Units within the Westview Condominiums project ("Project") may be owned by a "Local Business", as defined herein. While a Local Business is not required to be a Qualified Household, use and occupancy of any Residential Unit owned by a Local Business shall only be by a Qualified Household. A separate "Special Restrictions for Employer-Owned Workforce Rental Housing", dated _____, ("Employer-Owned Restrictions") will be recorded against those Residential Units owned by Local Businesses within the Project. If Employer-Owned Restrictions are recorded against the Residential Unit subsequent to these Special Restrictions, the Employer-Owned Restrictions shall replace these Special Restrictions in their entirety.

- 1) Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business.

A.) A "Local Business" means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or Teton County, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County, Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County, Wyoming to perform their job.

- 2) Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a Local Business, as defined above.
- 3) No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- 4) Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

- 5) Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in these Special Restrictions to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
- 1) Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
- 2) Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

- D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

- A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential

Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

- 1) The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
- 2) If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
- 3) A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the Resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing

Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or

owner's notification.

- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1) The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"), with the appraisal being reasonably acceptable to both the Housing Department and the Qualified Lender. If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

2) If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

- B. Forced Resale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these

Special Restrictions or under the laws of the State of Wyoming.

- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit.

A "Qualified Mortgage" is a mortgage that:

- 1) (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%) as of the date the loan is made; or

(ii) Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 2) runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
 - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
 - v. the provider of a loan as described in Section 10(A)(1)(i).

- B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1) be deemed unsecured; and

2) only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1) Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2) Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
- 3) Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1) The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
- 2) The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 3) Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4) In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5) Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming. To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson,
WY 83001

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written

instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of , 20__, the foregoing instrument was acknowledged before me by insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day of Click here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk

Special Restrictions
For Employer-Owned Workforce Rental Housing
Located at
1255 West Highway 22, Town of Jackson Wyoming

These Special Restrictions for Employer-Owned Workforce Rental Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Housing in accordance with the Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").*

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in these Special Restrictions, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming; and

WHEREAS, Special Restrictions for Workforce Ownership Housing were recorded against the Residential Unit on _____, _____ as Document Number _____ (“Prior Special Restrictions”). These Special Restrictions shall supplant, amend, supersede, and replace in its entirety the Prior Special Restrictions.

Commented [JA1]: Only necessary if these Special Restriction amend the standard form recorded against the Unit.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

These Special Restrictions supplant, amend, supersede, and replace in its entirety the Prior Special Restrictions.

Commented [JA2]: Only necessary if this is an amendment to the standard Special Restrictions previously recorded against the Residential Unit.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

- A. Qualified Household. The use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”).

Ownership of a Residential Unit shall also be limited to a Qualified Household, unless otherwise provided in this section with regard to the Owner or a Local Business. Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within three (3) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional two (2) years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

It is further understood and acknowledged that up to 8 Residential Units within the Westview Condominiums project ("Project") may be owned by a "Local Business", as defined herein. While a Local Business is not required to be a Qualified Household, use and occupancy of any Residential Unit owned by a Local Business shall only be by a Qualified Household. The Residential Unit encumbered by this Special Restriction is one of 8 such units, and may be owned by a "Local Business." The Residential Unit shall only be rented and occupied, however, by natural persons who are a "Qualified Household."

If requested by the JTCHA or Jackson/Teton County Housing Department, an authorized representative of the condominium association or the Declarant, if Declarant still maintains control over the Project, shall provide written confirmation to the Housing Department of the number of Residential Units within the Project that are owned by a Local Business. If, with the recordation of these Special Restrictions, there will be 8 or fewer Residential Units in the Project owned by a "Local Business", Teton County and the Housing Department shall execute these Special Restrictions.

- 1) Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business.

A.) A "Local Business" means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or Teton County, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County, Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County, Wyoming to perform their job.

- 2) **Income Requirement:** The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a Local Business, as defined above.
- 3) **No Teton County Residential Real Estate.** No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- 4) **Determination by the Housing Department.** The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
- 5) **Continuing Obligation to Remain a Qualified Household.** Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. **No Legal Action.** No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. **Ownership by Housing Department.** Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in these Special Restrictions to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. **Occupancy.**

- 1) **Occupancy by Qualified Household.** The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such

requirement does not violate federal or state fair housing laws.

2) Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

- 1) The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
- 2) If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
- 3) A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household or Local Business at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be

required by the Housing Department for it to determine if the prospective buyer is a Qualified Household or Local Business. If the prospective buyer does not qualify as a Qualified Household or Local Business, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the Resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1) The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"), with the appraisal being reasonably acceptable to both the Housing Department and the Qualified Lender. If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option

is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

2) If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Resale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of

the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1) (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%) as of the date the loan is made; or

(ii) Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 2) runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance

company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- v. the provider of a loan as described in Section 10(A)(1)(i).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1) be deemed unsecured; and
- 2) only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1) Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2) Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
- 3) Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY

VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1) The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2) The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

3) Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4) In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5) Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming. To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson,
WY 83001

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner

by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
) ss.

COUNTY OF TETON)

On the _____ day of , 20__, the foregoing instrument was acknowledged before me by
insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged
before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of
Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the Click here to enter day. day of Click here to enter month., 20Click here to enter year, the
foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of

Housing Manager as Housing Manager.

Witness my hand and official seal.

Notary Public

(Seal)

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk

PREPARED BY:
CoreVest American Finance Lender LLC
807 E South Temple, Suite 200
Salt Lake City, UT 84102
Attn: Loan Administration

GRANTOR: COREVEST AMERICAN FINANCE LENDER LLC
GRANTEE: CF COREVEST PURCHASER LLC
Doc 0990601 Filed At 10:35 ON 05/26/2020
Sherry L. Daigle Teton County Clerk fees: \$21.00
By Corrie Dorman Deputy

AFTER RECORDING RETURN TO:
Wells Fargo Bank, N.A.
Mortgage Document Custody (CMBS)
1055 10th Ave SE
Minneapolis, MN 55414
ATTN: CMBS - GS

THIS SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT OF SECURITY INSTRUMENT

FOR VALUE RECEIVED, COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company ("**Assignor**"), does hereby transfer, assign, grant and convey to CF COREVEST PURCHASER LLC, a Delaware limited liability company (together with its successors and assigns, "**Assignee**"), having an address at c/o CoreVest Finance 1920 Main Street, Suite 850, Irvine, CA 92614, all of Assignor's right, title and interest in, to and under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by WESTVIEW PARTNERS, LLC, a Wyoming limited liability company, as mortgagor, to and for the benefit of CoreVest American Finance Lender LLC, a Delaware limited liability company, as mortgagee, and recorded on June 25, 2019, as Document NO. 0972277, in the County of Teton Recorder's Office, State of Wyoming (the "**Security Instrument**"), encumbering, among other things, the Real Property as defined in and legally described on Exhibit A to the Security Instrument, and commonly known by the property address(es) set forth on Schedule 1 hereto, and Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor thereunder from and after the date hereof.

TOGETHER WITH: (i) the note(s) described or referred to in the Security Instrument, the money due or to become due thereon with interest, and all rights accrued or to accrue thereunder; and (ii) all other "Loan Documents" (as defined in the Security Instrument).

This Assignment of Security Instrument (this "**Assignment**") is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, by Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Instrument
as of July 3, 2019

Assignor:

COREVEST AMERICAN FINANCE LENDER LLC,
a Delaware limited liability company

By: 

Paul Basmajian

Its: Authorized Signatory

STATE OF UTAH)
COUNTY OF SALT LAKE)

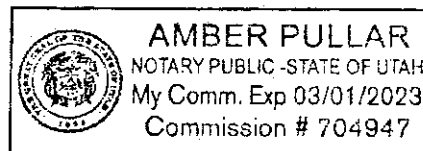
On July 3, 2019 before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Amber Pullar

(Seal)



Schedule 1
Schedule of Property Addresses

1255 Hwy 22, Jackson, WY 83001

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of -way of State Highway 22, said point being marked by a concrete right-of -way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of -way of said Highway 22 to a point marked by a concrete right-of -way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of -way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of -way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of -way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____ [name], _____ [title], CoreVest American Finance Lender LLC, a Delaware limited liability company, being first duly sworn, does hereby depose and say:

1. That CoreVest American Finance Lender LLC is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0972277, filed on June 25, 2019, which affects title to real property according to that Warranty Deed recorded in said Office as Document Number 0972275 on June 25, 2019.
2. That I have examined a copy of the Final Plat of the Westview Condominium Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021 to be recorded in said Office;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

Further affiant sayeth naught.

CoreVest American Finance Lender LLC

By: _____

Its: _____

Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____ for CoreVest American Finance Lender LLC, a Delaware limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

**Declaration of Condominium
for
The Westview Condominium Addition to the Town of Jackson, Wyoming**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____, 2020, by Westview Partners, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Westview Partners, LLC is the developer of The Westview Condominium Addition to the Town of Jackson and has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the community as a master planned residential condominium community.

ARTICLE I – CREATION OF THE COMMUNITY

- 1.1 **Purpose and Intent.** The Declarant, as the owner of the real property known as The Westview Condominium Addition to the Town of Jackson, Wyoming, according to Plat # _____ recorded in the Office of the Teton County Clerk on _____ (the "Property") intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Property now or hereafter comprising the Westview Condominium Addition as a condominium community.
- 1.2 **Binding Effect.** The Property shall be owned, conveyed and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.
- 1.3 **Governing Documents.** The Governing Documents create a general plan of development for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Declarant may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

ARTICLE II—DEFINITIONS

- 2.1 **Association.** The Westview Condominium Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns.

2.2 **Base Assessment.** Assessments levied on all Units subject to assessment under Section [] to fund Common Expenses.

Commented [1]: Global note-We will insert Section numbers once the document is finalized.

2.3 **Board of Directors or Board.** The body responsible to the membership of the Association for operations of the Association. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the first sale of a Unit to a non-affiliated Buyer. Thereafter, the Declarant shall hold 2 seats on the Board until the Declarant Termination.

2.4 **Building.** The structures constructed or located on the Property and consisting of the Units and Common Elements.

2.5 **Common Elements.** The "Common Elements" shall include "General Common Elements" and the "Limited Common Elements", or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in Exhibit "A" attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements in accordance with this Declaration for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.6 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Units including any reasonable reserve, as the Board may find necessary and appropriate.

2.7 **Declarant.** Westview Partners, LLC, or any successor or assign who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until Declarant Termination.

2.8 **Declarant Termination.** All of the Declarant's rights granted under this Declaration shall remain in full force and effect until 12 of the Units are sold to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

2.9 **General Common Elements.** The entire Property excepting all Units and the Limited Common Elements, as designated on the Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, guest parking areas, walkways, landscaped areas, open space, and the land; (ii) all appurtenances as delineated or described herein or by the Plat and (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets, and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Plat. General Common Elements may be referred to herein and on the Plat as "General Common Element" or "GCE".

2.10 **Governing Documents.** A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws, the Articles of Incorporation for the Association, the Design Guidelines, Community-Wide Standards, and the Rules and Regulations, as they may be amended.

2.11 **Limited Common Elements.** Those portions of the Common Elements as defined herein and described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units. Windows, including their frames, and the Fire Sprinkler Rooms shall be a Limited Common Elements. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein or on the Plat as "Limited Common Elements" or "LCE".

2.12 **Limited Common Elements—Parking.** Those Limited Common Elements for the exclusive use of a Unit for parking as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Parking may also be referred to herein and on the Plat as "Limited Common Element—Parking", "LCE-Parking", or "LCE-P".

2.13 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Unit for a deck as designated by the Declarant herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as "Limited Common Elements-Deck", "LCE-Deck", or "LCE-D".

2.14 **Limited Common Elements—Stairs.** Those Limited Common Elements for the exclusive use of one or more Units for stairs as designated by the Declarant herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Stairs may also be referred to herein and on the Plat as "Limited Common Elements-Stairs", "LCE-Stairs", or "LCE-S".

2.15 **Limited Common Expense.** A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.16 **Member.** A Person subject to membership in the Association pursuant to Section ____.

2.17 **Mortgage.** A mortgage, deed to secure debt, or any other form of security instrument affecting title to any Unit or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.18 **Occupant.** Any person or entity in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or entity.

2.19 **Owner.** One or more Persons or an entity who owns a Unit. The definition of "Owner" specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.20 **Person.** A natural person, corporation, partnership, trustee or any other legal entity.

2.21 **Plat or Condominium Plat.** Plat # ____ recorded on _____, consisting of a plat of the Property, showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions

of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such information as may be included therein in the discretion of the Declarant.

2.22 **Rules and Regulations.** The rules and regulations adopted by the Board pursuant to this Declaration.

2.23 **Special Assessment.** Assessments levied in accordance with Article IV.

2.24 **Specific Assessment.** Assessments levied in accordance with Article IV.

2.25 **Unit or Condominium Unit.** Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

2.26 **Workforce Ownership Deed Restriction.** The deed restriction recorded against each Unit.

Article III– Use and Conduct; Property Rights

3.1 **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and Occupants.

3.2 **Owners' Acknowledgment and Notice to Purchaser.** All Owners are given notice that use of their Unit may be limited by Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Governing Documents may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

Furthermore, each Unit is subject to a Workforce Ownership Deed Restriction, which, among other things, restricts the occupancy and use of each Unit and places limitations on the appreciation and resale price of each Unit. Each Owner and Occupant of a Unit acknowledges that he or she has reviewed the Workforce Ownership Deed Restriction in its entirety and has been given the opportunity to seek legal counsel to review the same.

3.3 **Estate of Owner.** The Property is hereby divided into Units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements in accordance with the Plat which sets forth the General Common Elements and any Limited Common Elements appurtenant to each Unit. Each such Unit shall have an equal percentage of ownership interest in the Common Elements for purposes of taxes, assessments and other charges under Wyoming Statute Section 34-20-104(a). Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

3.4 **Property and Units.** Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use, access and enjoy the Common Elements appurtenant to each Unit, and the exclusive right to use any Limited Common Elements appurtenant to its specific Unit, as designated on the Plat or elsewhere in the Governing Document.

3.5 **Use of Property and Units; General Common Elements Maintenance.**

(a) The Units may be used for residential purposes only. No commercial, industrial or other non-residential use shall be permitted in a Unit with the exception of a "home business" use, provided the "home business" is (1) authorized by the Town of Jackson Land Development Regulations and the Workforce Ownership Deed Restriction, (2) contained wholly within the Unit, (3) no employees regularly work within the Unit, (4) no clients or customers regularly visit the Unit, (5) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Unit, (6) no advertising is made upon the Unit and (7) the activity does not create a nuisance or adversely impact the other Unit Owners or their Occupants, as determined in the sole discretion of the Declarant.

(b) Each Owner shall have the right to paint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit. However, modifications to the structure of a Unit, decks and similar portions of a Unit visible from the exterior and any other modification that would change or alter the physical structure of a Unit shall be the responsibility of the Association. All structural modifications to a Unit shall be prepared and approved by an architect or engineer licensed in the State of Wyoming. Any exterior displays or decorations on a Building or a Unit, with the exception of signs which are addressed separately herein, must be approved in writing by the Declarant. This Section shall not apply to the Declarant.

3.6 **Declarant's Power over the General Common Elements.** The Declarant shall have the following rights with regard to the General Common Elements:

- (a) the right to promulgate rules and regulations regarding use of the General Common Elements, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Declaration;
- (b) the right to grant easements within the General Common Elements; and
- (c) the right to maintain, repair, replace and make changes to the General Common Elements for the benefit of the Owners.

3.7 **Drilling and Mining.** No part of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest severed from the surface of any portion of the Property prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks or other soils necessary for the development of their respective properties.

3.8 **Unsignltness; Refuse.** Owners must keep their Units and those Limited Common Elements which are designated for their use in a good, clean, safe and sanitary condition. Owners shall promptly notify the Declarant or Association of any need for maintenance, repair or replacement of the Common Elements, or any portion thereof. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view.

3.9 **Parking; Guest Parking; Storage.**

(a) Each Unit has been provided 2 enclosed parking spaces and 1 outdoor parking space. All vehicles utilizing the LCE-Parking area must fit within the designated parking space and not extend beyond its boundaries. A visitor parking area with 3 visitor parking spaces has been provided on the Property and is a General Common Element. Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of the Owners. The Board may establish rules for the use of the guest parking spaces.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the LCE-Parking or any visitor parking area for more than 72 hours. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained), and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the Owner of the Unit driveway on which the vehicle is located, and to enter upon an Owner's Unit for such purpose, all without liability on the part of the Board. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

3.10 **Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except: (1) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit; and (2) one "For Sale" sign of reasonable proportions. The Board or its designee shall have the right to enter a Unit and remove any sign in violation of this Section and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner. This Section shall not apply to Declarant.

3.11 **Nuisance.** No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or Occupants in their

enjoyment of their Unit, or in their enjoyment of the General Common Elements. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property and Units, shall be placed or used upon any Unit.

3.12 **Hunting; Fireworks.** No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.13 **Storage of Firewood; Exterior Fires.** The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane powered grills are allowed but must be kept under a grill cover when not in use.

3.14 **Restrictions Regarding Exteriors.** No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the Common Elements: bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, or any similar items. For each violation of this Section, the Association may assess a penalty of \$100.00 per violation in addition to the other remedies set forth in this Declaration after notice and a reasonable opportunity to cure.

3.15 **Satellite Dishes.** Unless approved in writing by the Declarant or Association, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

3.16 **Outdoor Lighting.** No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the Building.

3.17 **Taxes.** All taxes, assessments, and other charges of the State of Wyoming, any political subdivision, special improvement district, or any other taxing or assessing authority, shall be assessed against and collected on each Unit separately, not on the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

3.18 **Mortgage.** Each Owner shall have the right to mortgage or otherwise encumber his/her Unit, however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest appurtenant to his Unit. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.19 **Subdivision and Inseparability.** No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.20 **No Partition.** The Common Elements are owned in common by all the Owners and no Owner may bring any action for partition thereof.

3.21 **Easement for Repair, Maintenance and Emergencies.** Some portions of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to access each Unit from time to time during reasonable hours and with prior notice to the Owner or Occupant, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Elements located therein or accessible therefrom. The Declarant also retains the irrevocable right to access each Unit in order to make emergency repairs necessary to prevent damage to the Common Elements or to any Unit. The Association shall have a master key to all Units for access in accordance with the rights granted in this Section.

3.22 **Domestic Animals.** No more than 2 cats, dogs or other domestic animals which are normally kept and maintained indoors may be kept in a Unit without the approval of the Declarant. If any pets are caught or identified chasing or harassing wildlife or people, or causing a nuisance, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

3.23 **Mineral Rights.** The Association shall hold all mineral rights, if any, for the Property.

Article IV - Membership and Voting Rights

4.1 **Function of the Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

4.2 **Membership.** Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Unit ownership. The respective voting percentages allocated to each Unit are set forth in Exhibit A. When more than one person or entity holds an interest in a Unit, all such persons or entities shall be Members; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. In no event shall more than one vote be cast with respect to any Unit. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

4.3 **Voting.** The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association equals the total number of Units and each Owner shall be entitled to vote in the percentages shown on Exhibit "A" attached hereto. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to an Owner.

4.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 20 days in advance of the meeting.

4.5 **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. A quorum of the Members means the presence of (or submission of ballots by) Members holding at least 60% of the voting rights in the Association. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association (there shall be no reduced quorum requirement for ballot initiatives). If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting rights in the quorum.

4.6 **Suspension of the Right to Vote.** If any Owner or Occupant violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the rights and privileges of such Owner, including but not limited to the right to vote, may be suspended by the Board.

Article V-Association Management

5.1 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The Board shall be comprised of 3 Owners. Prior to Declarant Termination, Declarant shall control 2 of the 3 Director seats on the Board including the power of appointment.

(a) The Members shall have the right to elect the Directors at any annual meeting of the Association.

(b) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special meeting of the Association.

5.2 **Power of the Board.** The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

5.3 **Responsibilities of the Board.** The Board shall maintain and operate the Common Elements for the benefit of the Owners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Property.

Article VI--Assessments

6.1 **Budget.** At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from

sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.2 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Specific Assessments for damages caused by an Owner or Occupant (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed. Assessments and Costs shall also be the personal obligation of the Owner. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

6.3 **Purpose of Assessments.** The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Elements.

6.4 **Base Assessment.** The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, and (vi) activities authorized by the Board. Base Assessments shall be allocated amongst the Owners in accordance with the Assessment Percentage as set forth in Exhibit A.

The Board may revise the budget and adjust the Base Assessment from time to time during the year. However, any increase in the amount of the Base Assessment shall be limited to a 20% increase from the previous year.

6.5 **Special Assessments.** The Association may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements, provided that such Assessment shall be approved by Owners holding at least 50% of the voting power in the Association. Special Assessments may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments. Upon the sale or transfer of any Unit, that Unit's pro-rata share of the outstanding balance of a Special Assessment shall be paid in full at closing or transfer.

6.6 **Individual Assessments.** The Board may levy Individual Assessments against one or more specific Owners for expenses related to that Owner or those Owners' Units. Individual Assessments may

also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 30-day opportunity to cure.

6.7 **Other Assessments.** The Board may levy Assessments against one or more Unit Owners for costs associated with the repair, maintenance and replacement of the Limited Common Elements.

6.8 **Capital Reserve Account.** The Board shall prepare and review at least once every 5 years a reserve budget for the Common Elements and other assets of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

6.9 **Rate of Assessment.** Base and Special Assessments will be allocated among the Owners in accordance with their Unit's Assessment Percentage as set forth in Exhibit A. Assessments may be collected on a monthly, quarterly, or annual basis.

6.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. Notice of the Assessments shall be sent to every Owner. The due dates shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

6.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if an Owner fails to pay an Assessment within 60 days after it is due, the Board, in its sole discretion, may choose to sue an Owner to recover the amount owed or may foreclose a lien against the Unit to recover the amount owed. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

6.12 **Subordination of the Lien to Mortgages.** Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

6.13 **Foreclosure.** In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VII—Maintenance Responsibilities

7.1 Association's Responsibility; Maintenance of Common Elements.

(a) The Association shall provide maintenance of the Common Elements, including but not limited to exterior maintenance, interior maintenance, repair and replacement for the Buildings and maintenance of all landscaping, walks, and other exterior or interior improvements on the Property which are not part of a Unit. The Association shall also be responsible for the repair, maintenance and replacement of all exterior windows and window frames, and any interior walls outside of a Unit, LCE-

Parking and LCE-Decks. The Association shall undertake snow removal from the parking and travel surfaces and stair wells, but Owners shall be responsible for snow removal from the decks appurtenant to their Unit. However, if it is determined by the Board that an Owner, through its act or omission damaged an element for which the Association would normally be responsible, that Owner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission.

(b) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit. The maintenance of certain utilities within the Common Elements is a shared expense with the owner(s) and/or homeowners association of Lot 1, according to the Lot Split Plat and as further provided in the Lot Split CCRs.

(c) The Association, acting through its Board, shall be obligated to maintain landscaping on the Property.

(d) The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners or their guests or Occupants, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

(e) No Owner may repair or maintain the Common Elements without the express written permission of the Board.

7.2 Owner Responsibility. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within the boundaries of their Unit. It is also each Owner's responsibility to maintain, repair and replace, at such Owner's expense, the appurtenances to such Owner's Unit, including, without limitation, windows, doors, sliding doors, vestibules and entry-ways, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Each Owner shall be responsible for the removal all snow, leaves and debris from the LCE-Deck appurtenant to such Owner's Unit. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit or the Limited Common Element to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Article VIII—Insurance

8.1 Required Coverages. The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming. Such insurance shall be covered in a form or forms naming the Association as the insured as trustee for the Owners and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first

mortgages with such proceeds to be used in accordance with this Declaration. Any Owner may request a copy of such policy.

- (a) **Property Casualty Insurance.** A policy covering damage or destruction of the Property and Building. Such insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, shall include fire and extended coverage, and shall be in an amount equal to 100% of the replacement cost of the Property and Buildings, exclusive of land, foundation and other items normally excluded from coverage.
- (b) **General Liability Insurance.** A policy of broad form comprehensive general liability insurance in such amounts deemed appropriate by the Board.
- (c) **Additional Coverage.** Such other policies of insurance that the Board deems appropriate from time to time.

All policies shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner then their employees, agents and guests and shall provide that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee.

The Association shall receive the proceeds of any casualty insurance maintained under this article. The Association shall apportion the proceeds to the portion of the Building which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements. In the event of a condemnation by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award.

If reconstruction is required pursuant to Section ____, the proceeds will be used for such purpose. To the extent reconstruction is not required and there is a determination by 80% of the Members that the Building shall not be rebuilt, the proceeds shall be distributed in the proportions set forth in **Exhibit A**. Each Owner and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association under this article.

8.2 **Owner's Individual Insurance.** Each Owner shall obtain and maintain at all time during their ownership of a Unit, casualty insurance coverage for such Owner's Unit in an amount not less than 100% of the cost to replace the Unit, to the extent not covered by the Association's insurance. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All insurance policies on an Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the Occupants. Each Owner shall provide the Board with a declarations page of such insurance policy upon demand.

8.3 **Actions Affecting Cost and Coverage.** No Owner or Occupant shall permit anything to be done or kept in such Owner or Occupant's Unit or in the Common Elements that would result in an increase of the cost or the cancellation of insurance on any Unit or any part of the Property or Building.

8.4 **Restoring Damaged Improvements.** In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the

Property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes applicable to the building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible, ii) more than 60% of the Property has been damaged or destroyed, or iii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least 80% of the Owners of damaged or destroyed Units decide, within 60 days after the determinations set forth in i), ii) or iii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are outlined in Exhibit A and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 8.1.

Article IX - General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Board or any Owner may take judicial action against any Owner to enforce compliance with this Declaration, the Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

9.4 **Indemnification.** Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

9.5 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Owner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.6 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Owners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.7 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

9.8 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.9 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.10 **Amendment.** This Declaration may be amended unilaterally and at any time by Declarant prior to Declarant Termination. After Declarant Termination, this Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than 75% of the voting percentage in the Association. Any amendment must be recorded with the Teton County, Wyoming Clerk.

9.11 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

Article X-Declarant Reserved Rights

10.1 The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; (vi) to renovate, redesign, reassign,

Westview Condo Declaration-DRAFT

combine or make any changes to the Common Elements of the Property so long as any such changes do not diminish the overall square footage of all of the Common Elements by more than fifteen percent (15%); (vii) to annex additional property and Units to the Condominium Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (viii) to amend the percentage of ownership in the common elements and voting percentages of the Owners consistent with such annexation of additional property and Units to the Condominium, so long as such percentage of ownership is equitable; (ix) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission; and (x) to submit the Condominium to a master association and to merge or consolidate like-kind associations.

For purposes of annexing additional property into the condominium regime established by this Declaration and for purposes of making changes to the Common Elements for the benefit of some or all of the Owners, all of the Owners hereby, and by acceptance of deed for a Unit hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes of amending the percentages of ownership in the Common Elements, amending or supplementing the Declaration and all other Governing Documents, and vacating the Plat or portions thereof and filing additional Plat maps applicable to the Property. Such appointment of Declarant as the attorney-in-fact of each Owner shall remain effective and valid until Declarant Termination and each Owner, by acceptance of a deed for such Owner's Unit shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Owner's attorney-in-fact.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Westview Partners, LLC,
a Wyoming limited liability company

By: _____
Name: Hunter McCardle
Title: Manager

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared Hunter McCardle for Westview Partners, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

Notary Public

Exhibit A

Unit Number	Ownership % of Common Elements

DRAFT

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Red Roots Communities
P.O. Box 174
North Garden, VA 22959
(434) 326-2118

Report No.: W-23914
Effective Date: November 13, 2020
Current Date: December 7, 2020
Cost: \$250.00

Project Reference: Lot 2 of the Westview Addition

Property Address: TBD Highway 22, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Westview Partners, LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2 of the Westview Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on April 7, 2020 as Plat No. 1411.

PIDN: 22-41-16-32-1-AB-002

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-005265
1st Installment: \$4,352.71 PAID
2nd Installment: \$4,352.70 OPEN

*Includes other Lands.

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

4. Assessments for the Spring Creek Improvement and Service District, if any, which are excluded from the coverage afforded hereby.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, as (instrument) Mixed Records (book) 6 (page) 48, 49 & 50, Official Records:
Purpose: Right of way and incidental purposes
[B6P48-49-50 MR](#)
6. All matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-38A.
[Map T-38A](#)
7. The terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District", by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as (book) 356 (page) 161, Official Records.
[B356P161](#)
8. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998, as (book) 367 (page) 432, Official Records.
[B367P432](#)
9. All matters as delineated on the Official Map of Survey prepared for JLC Development, LLC, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-30F.
[Map T-30F](#)

10. The terms, conditions and provisions as contained in the Agreement entitled "Development Agreement", by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as (instrument) 0925305 (book) 943 (page) 474, Official Records.

[B943P474](#)

An Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as (instrument) 0972279 Official Records.

[0972279](#)

First Amendment to the Development Agreement, recorded June 25, 2019, as (instrument) 0972280 Official Records.

[0972280](#)

11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 25, 2019, as (instrument) 0972281, Official Records:

Purpose: Utilities

[0972281](#)

12. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness and any other obligations secured thereby in the amount of \$7,390,000.00, dated June 21, 2019, recorded June 25, 2019, as (instrument) 0972277, Official Records.

Mortgagor: Westview Partners, LLC, a Wyoming limited liability company

Mortgagee: Corevest American Finance Lender LLC, a Delaware limited liability company

Collateral Assignment of Sales Contracts, recorded June 25, 2019, as (instrument) 0972278 Official Records.

An agreement to modify the terms and provisions of said Mortgage recorded May 4, 2020, as (instrument) 0989525, Official Records.

The Beneficial Interest under said Mortgage was assigned of record to CF Corevest Purchaser LLC, a Delaware limited liability company, by assignment recorded May 26, 2020, as (instrument) 0990601, Official Records.

The Beneficial Interest under said Mortgage was assigned of record to CAF Borrower GS LLC, a Delaware limited liability company, by assignment recorded May 26, 2020, as (instrument) 0990605, Official Records.

13. Terms and conditions of that Pedestrian Easement, recorded May 4, 2020, as (instrument) 0989528, Official Records.

[0989528](#)

14. Utility & Pedestrian Easement, including the terms and conditions contained therein, recorded May 4, 2020, as (instrument) 0989529, Official Records.

[0989529](#)

15. All matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1411.

[Plat 1411](#)

16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 18, 2019, as (instrument) 0981516, Official Records.
[0981516](#)
17. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 10, 2020, as (instrument) 0988615, Official Records.
[0988615](#)

***** End of Schedule *****

WARRANTY DEED

Released	
Indexed	☒
Abstracted	☒
Scanned	

F.S.D. Investments, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 9879, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Westview Partners, LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 174, North Garden, VA 22959, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

As Described in Exhibit A, attached hereto

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

GRANTOR: F S D INVESTMENTS LLC
GRANTEE: WESTVIEW PARTNERS LLC
Doc 0972275 Filed At 15:51 ON 06/25/19
Sherry L. Daigle Teton County Clerk fees: 21.00
By Mary Smith Deputy

WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

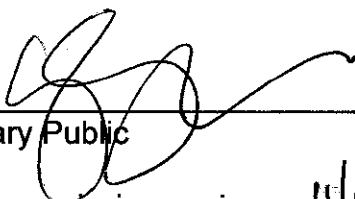
F.S.D. Investments, LLC, a Wyoming limited liability
company


Eric Grove, Executive Committee/Member

STATE OF Wyoming
COUNTY OF Teton } ss.

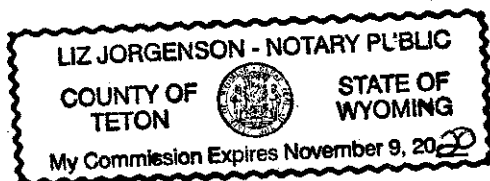
The foregoing instrument was acknowledged before me by Eric Grove, Executive
Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company
this 18 day of June, 2019.

WITNESS my hand and official seal.


Notary Public

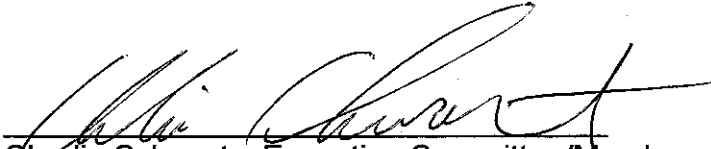
My commission expires: 11/9/20

[S E A L]



WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

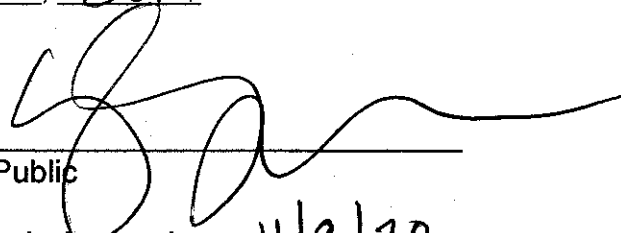
F.S.D. Investments, LLC, a Wyoming limited liability
company


Charlie Schwartz, Executive Committee/Member

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Charlie Schwartz,
Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability
company this 18 day of June, 2019.

WITNESS my hand and official seal.


Notary Public

My commission expires: 11/9/20

[SEAL]

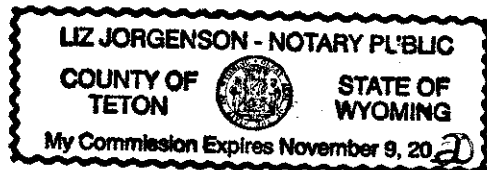


EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

Public Notices

standoff situation. Jim Rooks made comment for transparency that he was a member of the Teton Unlimited Jackson Chapter Town Manager's Report. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on housing available through the Housing Department related to COVID and a revolving right of purchase through the Housing Trust at Arbor Place. Mayor 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 Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 6:41 p.m. minutes.sph. Review complete & approved minutes at www.jacksonwy.gov/491
Publish: 01/13/21

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2021 Spring Street Patching Project, ToJ Bid No. 20-21

Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2021 Spring Street Patching Project. Sealed bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at shirdyshaw@jacksonwy.gov, until Thursday, February 4, 2021 at 2:00 PM local time. At that time, the Bids received will be publicly opened and read. Bids shall be delivered according to the Instructions to Bidders. Street patching consists of approximately 25,000 square feet of asphalt street patching in various locations throughout the Town of Jackson, Wyoming. Construction timeline: April 15th through May 28th, 2021. Issuing Office: Town of Jackson Engineering Division townengineering@jacksonwy.gov (Phone: 307-733-3079) Digital bidding documents at www.questcdn.com. QuestCDN project No. 7487895.
Publish: 01/13, 01/20/21

GENERAL PUBLIC NOTICES

• NAME CHANGE •

STATE OF WYOMING)
COUNTY OF Teton) ss.)
IN THE DISTRICT COURT)
IN THE MATTER OF THE)
CHANGE OF NAME OF)
Angelique Bet Malhot)
Petitioner)
Civil Action Case No. 181366
JUDICIAL DISTRICT
2021 JAN -5 PM 3:30
TETON COUNTY WYOMING
FILED

NOTICE OF PUBLICATION

storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

Anthony Saladino
708 La Loma Lane
Corona, California 92879
Storage Unit # A39

Sarah P. Tom
P.O. Box 2005
Wilson, Wyoming 83014
Storage Unit # D24

Jason Sterna
P.O. Box 7601
Jackson, Wyoming 83002
Storage Unit # 241

Nik Omarzu
248 3rd St. #921
Oakland, California 94607
Storage unit #(s) 903 and 919

Ariel Muller
Helsinki Group
272 East 7th Apt 5C
New York, New York 10009
Storage Unit # A34

Jamie Thernadajaja
P.O. Box 2385
Jackson, Wyoming 83001
Storage Unit # A40

Melissa Harper Cruz
P.O. Box 575
Jackson, Wyoming 83001
Storage Unit # 905
Publish: 01/13, 01/20/21

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Westview Partners, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 16 condominium units. The project is located on 1.1 acres, (generally) described as a portion of the SW1/4 NE1/4 of Section 32, Township 41N, Range 116W. The site is situated at the "Y" Hwy 89. The street address is 1255 West Hwy 22, Jackson, WY. The name of the proposed subdivision is Westview Condominiums Addition.
Publish: 01/13, 01/20/21

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS

Jackson, Wyoming
Creekside Village Parking Lot Replacement (2021)

Notice is hereby given that the Creekside Village HOA is accepting sealed bids for a general contract to consist of the Creekside Village Parking Lot Replacement (2021) project.

The project is generally described as removal and replacement of an existing 9500 s.f. asphalt parking lot, replacement of site lighting, landscaping, stormwater detention and erosion control devices.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, bolson@nelsonengineering.net. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office to those who have registered and received the Project Manual. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering. Email: jkilpatrick@nelsonengineering.net, Ph: 307-690-2086, or Braden Olson, Ph: 307-733-2087, bolson@nelsonengineering.net.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents.

A MANDATORY Pre-bid Conference for the Project will be virtually held on Monday, January 25th, 2021 at 2:00 PM. Invitations to the teleconference will only be sent to bidders who have registered with the issuing office.

Sealed bids will be received in the office of the Nelson Engineering, P.O. Box 1599, 430 South Cache Street, Jackson, Wyoming until February 3rd, 2021 at 2PM. All bids will be publicly opened and read aloud via virtual teleconference immediately thereafter at the same location. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: Creekside Village Parking Lot Replacement (2021)

The Creekside Village HOA reserves the right to reject any and all bids, and to waive all informalities.
Publish: 01/06, 01/13, 01/20/21

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

In Re, the Matter of the Estate of
William Bain Campbell, Jr.
Deceased.

Public Notices

Anyone desiring to file a public comment, statement, intervention petition or request for a public hearing matter must file with the Commission in writing on or February 11, 2021. Any intervention request filed with the Commission shall set forth the grounds of the proposed action or request for hearing as well as the position and interest of the petitioner in this proceeding.

You wish to intervene in this matter or request a public hearing that you will attend, or you wish to file a public statement, or protest, and you require reasonable notification for a disability, please contact the Commission at 777-1427, or write to the Commission at 2515 Warren, Suite 300, Cheyenne, Wyoming 82002, to make arrangements. Communications impaired persons may also contact the Commission by accessing Wyoming Relay at 711. mention Docket No. 30024-7-GR-20 (Record No. 15682) communications.

January 11, 2021
by 01/20/21

ISED TEMPORARY TURBIDITY INCREASE IN 3 AND CODY CREEKS

Wyoming Department of Environmental Quality (DEQ) has received a request from Alder Environmental for a temporary increase in turbidity in Spring and Cody near Jackson, Wyoming. The temporary increase in turbidity is associated with proposed repair and maintenance work on constructed stream habitat structures. The work is in cold water streams like Spring and Cody Creeks and is limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of it for up to ten (10) total working days, subject to monitoring and reporting. This activity will follow the procedures in 1, Section 23(c)(ii), of the WDEQ Water Quality Rules Regulations, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has secured a permit for information about the proposed turbidity should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be sent to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th 4TH floor, Cheyenne, WY, 82002, and be postmarked before 5:00 p.m. on February 03, 2021 to be considered. Email comments will not be accepted. Para español, call 307-777-6701.

ISED TEMPORARY TURBIDITY INCREASE IN REEK

Wyoming Department of Environmental Quality (DEQ) has received a request from Alder Environmental for a temporary increase in turbidity in Spring and Cody near Jackson, Wyoming. The temporary increase in turbidity is associated with proposed repair and maintenance work on constructed stream habitat structures. The work is in cold water streams like Spring and Cody Creeks and is limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of it for up to ten (10) total working days, subject to monitoring and reporting. This activity will follow the procedures in 1, Section 23(c)(ii), of the WDEQ Water Quality Rules Regulations, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has secured a permit for information about the proposed turbidity should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be sent to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th 4TH floor, Cheyenne, WY, 82002, and be postmarked before 5:00 p.m. on February 03, 2021 to be considered. Email comments will not be accepted. Para español, call 307-777-6701.

INTENT TO SUBDIVIDE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Kojak LLC intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 5 COMMERCIAL/RESIDENTIAL UNITS, which the commercial/residential lots average .02 acres per lot, the common area lot being re-configured to 1.13 acres. The project is located on 0.14 acres, generally described as Lots 9 of Metro Plateau addition to the Town of Jackson Plat no. 1279, within Section 32, Township 41 North, Range 116 West, street addresses 1085 W. Highway 22. The site is accessed from U.S. Hwy 22 and will be named METRO PLATEAU SUBDIVISION THIRD ADDITION TO THE TOWN OF JACKSON.
Publish: 01/20, 01/27/21

CONTINUED PUBLICATIONS

STATE OF WYOMING)
COUNTY OF Teton) ss.)
IN THE DISTRICT COURT)
IN THE MATTER OF THE)
CHANGE OF NAME OF)
Angelique Beck Malt)
Petitioner)
Civil Action Case No. 18184)
2021 JAN 15 PM 3)
TETON DISTRICT COURT)

NOTICE OF PUBLICATION

You are hereby notified that a Petition For Change of Name, Civil Action No. 18184 has been filed on behalf of (current full name) Angelique Beck Malt for the Wyoming District Court for the Teton Judicial District, whose address is (address of District Court) 180 South King Jackson, WY 83201 the object and prayer of which is to change the name of the above-named person from (current full name) Angelique Beck Malt to Angelique Beck Malt (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an Order Granting Name Change may be granted without further notice.

DATED this 2 day of January 2021

BY CLERK OF COURT
D. Malt
Clerk of District Court

Ariel Muller
Helsink Group
272 East 7th Apt 5C
New York, New York 10009
Storage Unit # A34

Jamie Themadaja
P.O. Box 2385
Jackson, Wyoming 83001
Storage Unit # A40

Melissa Harper Cruz
P.O. Box 575
Jackson, Wyoming 83001
Storage Unit # 905
Publish: 01/13, 01/20/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Westview Partners, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 16 condominium units. The project is located on 1.1 acres, (generally) described as a portion of the SW1/4 NE1/4 of Section 32, Township 41N, Range 116W. The site is situated at the "Y" Hwy 89. The street address is 1255 West Hwy 22, Jackson, WY. The name of the proposed subdivision is Westview Condominiums Addition.
Publish: 01/13, 01/20/21

ADVERTISEMENT FOR BIDS

Jackson, Wyoming
Creekside Village Parking Lot Replacement (2021)

Notice is hereby given that the Creekside Village HOA is accepting sealed bids for a general contract to consist of the Creekside Village Parking Lot Replacement (2021) project.

The project is generally described as removal and replacement of an existing 9500 s.f. asphalt parking lot, replacement of site lighting, landscaping, stormwater detention and erosion control devices.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, bobsn@nelsonengineering.net. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office to those who have registered and received the Project Manual. Neither Owner nor Engineer will be

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-010 Encroachment Agreement for Shoring and B19-0393 Construction Management Plan at 135 N Cache St (Hotel Jackson Phase 2)	Public Comment:	

Purpose & Policy Considerations.

There are two items for consideration regarding the Hotel Jackson Phase 2 Development:

1. Town Council consideration of an Encroachment Agreement with the property owner for installation of a temporary soil nail shoring system during construction on the Encroaching Party's property.
2. Town Council consideration and discussion for use of the public right-of-way for construction related activities.

Requested Action.

1. Approve execution of the **Encroachment Agreement** between the Town and the developer.
2. Provide staff guidance on the proposed **construction management plan (CMP)** specifically including Council's preference regarding use of the right-of-way as follows:
 - a. **Pedestrian Access:** Council direction on the preferred means of moving pedestrians around and/or through the site from the following two options:
 - A pedestrian detour along the east side of Cache Street and closing the sidewalk along the west side of Cache from Gas Light Alley to Gill Ave;
 - A pedestrian diversion access where pedestrians leave the sidewalk, cross the construction access and bypass the active construction site with a barrier between them and road traffic. Estimated duration 8 months.
 - b. **Use of Right of Way:** Council consideration for use of the town right-of-way between June 15 and September 25 or to instead require the work or portions of the work (e.g. heavy trucking during excavation and demolition) to be completed outside of this time. This may include extended work hours or night work to complete the work in less time. Town Municipal Code 12.08.040.B states that:

"No encroachment permit to occupy any street travel lane or time-restricted parking space for the purposes of construction, excavation, tunneling, or storage of materials or for activities which would facilitate such shall be issued for the time period between and including June 15th and September 25 of each calendar year for properties which are ..." located in the downtown core. Further code 12.08.045 states, "The Town Planning Director and Town Engineer may allow construction related activity to work within the right-of-way during the restricted time period referenced in section 12.08.040 above if deemed appropriate in their discretion."

Staff is seeking direction on whether to allow and if so for what and for how long use of the town right of way in accordance with the town code stated above.

- c. **Vehicular Detour:** Council consideration of a vehicular detour of south bound traffic on Cache to the truck route at Mercill and again at Glenwood to allow more room for construction activities, increased room for pedestrian movements, and preservation of the parking on the east side of Cache Street. This alternative was proposed by WYDOT staff.

Recommendations.

1. Staff recommends approving the **Encroachment Agreement** (subject to meeting the conditions therein).

2. Staff recommends:

- a. **Pedestrian Access:** Utilizing a pedestrian detour along the east side of Cache Street and closing the sidewalk along the west side of Cache from Gas Light Alley to Gill Ave in order to minimize the number of pedestrians in the vicinity of the construction.
- b. **Use of Right of Way:** Any of the work that requires heavy trucking should be completed outside the summer season June 15th and September 25. The rest of the construction can likely be accommodated without as much impact. Based on the duration of the project and the information to date, in order to complete the project there will be uses of the right-of-way during the summer season and minimizing the impacts to the developer, visitors, residents, and business owners is to everyone's benefit.
- c. **Vehicular Detour:** Maintaining traffic flow to as close to normal as possible and not detouring traffic at intersections north of the project.

Background.

135 North Cache Street is the property known as Hotel Jackson as accessed from North Cache street, generally known as the former home of Thai Plate. The property owner plans to expand the hotel as part of its approved Phase 2 development, specifically including the installation of a temporary soil nail shoring system during building construction on its property. The property is located adjacent to North Cache Street which is a Town right-of-way and also WYDOT right-of-way. The proposed shoring system will be executed within the Encroaching Party's property limits, with the exception of the soil nails that extend 1-13 feet into the right-of-way. There are no proposed soil nails within 10 feet of the surface; the 49 encroaching soil nails are installed to approximately 12-20 feet below the surface.

The Hotel Jackson project has been underway for several years, going back to at least 2010, and will culminate with the completion of phase 2. Given the progress of development around this site the project has become "blocked in" with the only access large enough for construction equipment being from Cache St, even after demolition of the existing structure on the south side of the property. Town and WYDOT staff have had multiple meetings with the applicant to discuss their construction management and staging plan. The applicant has submitted multiple revisions, the latest of which is attached. This plan has not yet been approved with the reasons for this also attached. Town staff are seeking Council discussion and recommendation regarding the three specific parts of the plan indicated in the above "Requested Action" section of this staff report.

PROJECT TIMELINE:

- APPLIED FOR BUILDING PERMIT: 6/5/2019
- REVISION 1 TO BUILDING PERMIT SUBMITTED: 1/10/2020
- REVISION 2 TO BUILDING PERMIT SUBMITTED: 7/30/2020
- BUILDING PERMIT APPROVED WITH CONDITIONS: 11/5/2020
- ENCROACHMENT AGREEMENT SHORING SUBMITTED: 1/13/2021
- CONSTRUCTION MANAGEMENT PLAN SUBMITTED: 1/20/2021
- REVISION 1 TO CONSTRUCTION MANAGEMENT PLAN SUBMITTED: 3/3/2021

Analysis.

The nature of this project's excavation and shoring plan is consistent with other similar requests.

The Town Engineer is recommending the following conditions be included in the proposed Encroachment Agreement:

1. Encroaching Party shall obtain an issued Grading Permit for the Encroaching Property including shoring plans and design calculations prepared and stamped by a professional engineer licensed in the state of Wyoming.
2. Prior to Grading Permit issuance, encroachment requires an executed WYDOT M-29 Permit.
3. Prior to Grading Permit issuance, Encroachment requires Town Council Approval and executed Encroachment Agreement.
4. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
5. Encroaching Party is responsible for all Teton County Clerk recording fees.

6. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the permanent stability of the building on Encroaching Party's property. A Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party as part of the Grading Permit.
7. Permittee shall "pot hole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit for utilities within the PROW.
8. As part of the Grading Permit, Encroaching Party must provide a cost estimate for the excavation, shoring installation, construction, backfill of the foundation back to grade providing permanent stabilization of the excavation, and restoration of the right-of-way as well as the installation and maintenance of the construction barrier ("Restoration Costs").
9. As part of the Grading Permit, Encroaching Party must post a financial assurance in the amount of 125% of the Restoration Costs that complies with Town of Jackson Land Development Regulation 8.2.11. Said bond shall be held until the excavation is backfilled and permanently stabilized and the full use of the PROW restored.
10. The engineer of record shall provide a soil nail and micropile testing protocol to verify that design assumptions and design criteria are complied with during construction.
11. Special inspections and tests shall be performed by the engineer of record during installation of the Encroaching Property. The approved geotechnical report and the construction documents prepared by the registered design professionals shall be used to determine compliance. Prior to the Town Engineer's Final Inspection Encroaching Party must provide the Town Engineer: (i) a certification that the system has been installed according to plans and specifications, and (ii) record drawings of the shoring to document the Encroaching Property's "as-built" location.
12. The Encroaching Property shall be temporary and may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building foundation and backfill, thus permanently stabilizing the excavation, on Encroaching Party's property.
13. Encroaching Party shall remove all Encroaching Property within the right-of-way down to four feet below the proposed top back of curb prior to backfilling.
14. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. If the Town chooses to hire a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
15. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. If the Town hires a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
16. Prior to issuance of a Grading Permit, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide commercial general liability insurance policies of one million dollars, the Town and any its consultants shall be listed as an additional insured on the policies.
17. Prior to issuance of a Grading or Building Permit, written agreements with adjacent landowners for encroachment of the shoring system onto their properties shall be provided to the Town.

Given Town development regulations, optimizing private property development potential, and the nature of construction, at some point a cooperative effort between the Town and the Developer must occur to complete a project. The developer is aware that the project will have impacts to the surrounding area and business and thus far has worked to provide a plan that would minimize impacts of the project during the summer months. The developer, their contractors, and WYDOT have met on multiple occasions to discuss the project and the best way to complete the project safely with minimum disruption. At this time, the construction management plan (CMP) has evolved but has not yet

been accepted and some critical clarifications are still required. The staff has brought the CMP forward in its current state for discussion because the shoring agreement was also on the agenda so that staff can discuss the project with council to receive guidance on the three specific items listed above as well as any additional items council would like to discuss. This direction will assist staff and developer in completing the CMP and possibly commencing work during the upcoming off season prior to summer .

Alternatives (Optional).

1. Town Council may choose to approve or deny the Encroachment Agreement for Shoring.
2. Town Council may choose to accept the CMP or provide recommendations or conditions to the CMP. Council may request to have the CMP revised and brought back to council at a later date.

Comprehensive Plan & Priority Alignment.

While the Encroachment Agreement and CMP do not directly relate to the Comp Plan, the proposed development supports the following Comp Plan Policies:

Common Value 2: Growth Management

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

The new lodging units, restaurant and spa on this property will help add visitors and new residents within easy walking distance to downtown Jackson shops, amenities, and transportation options.

4.2.d: Create a Downtown Retail Shopping District

While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

The proposed new lodging units are within walking and biking distance to the Town Square Area.

Common Value 3: Quality of Life

6.2.b: Support businesses located in the community because of our lifestyle

Hotel Jackson is a local business that has been in the Valley for a number of years. This proposed development will continue to support jobs.

6.3.a: Ensure year-round economic viability

While no retail is proposed with this project, the addition of visitor lodging facilities within easy walking distance of the stores and restaurants of downtown will help support a vibrant, year-round retail district in the downtown.

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

The proposed redevelopment will provide visitor accommodations in the heart of downtown Jackson where all of the alternative modes of travel – walking, biking, and transit – are convenient and readily available.

Fiscal Impact.

None

Staff Impact.

1. Town Engineering, Legal, and Planning staff contribute approximately 15 hours of staff time to process and produce the Encroachment Agreement.
2. Town Engineering and Public Works staff will provide 16 – 24 hours of review and coordination time on the Construction Management Plan approval. During construction staff will likely spend 1-3 hours a week for the duration of construction (12 months) checking the project, reviewing traffic control, processing right-of-way permits, responding to requests, making inspections, etc. (72-216 hours total).

Attachments or Links.

- Proposed Construction Management Plan, 3/3/2021.
- Reasons for Denial of Proposed Construction Management Plan, 3/9/2021.
- Proposed Encroachment Agreement for Temporary Shoring

- Temporary Soil Stabilization Plans, dated 2/15/21

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

1. I move to approve the Encroachment Agreement between the Town of Jackson and Stage Stop Inc. to allow the soil nails of a temporary shoring wall to encroach into the Town's public right-of-way for North Cache Street, subject to the recommended conditions listed therein, and upon approval by the Town Engineer and Town Attorney authorize the Mayor to execute all necessary contract Agreements.
2. I move to direct staff to continue working with the developer on the construction management plan (CMP) incorporating the staff recommendations described in the staff report and as discussed tonight and to allow the Town Engineer to approve a CMP prior to issuance of the building permit.

Alternative:

I move to direct staff to continue working with the developer on the construction management plan (CMP) and incorporating the staff recommendations described in the staff report and bring the CMP back to council for review at the next appropriate Town Council meeting.



Construction Management Plan

for

Hotel Jackson Phase 2

135 N. Cache
Town of Jackson

3 March, 2021

Narrative Scope of Project

- Construction of the 2nd Phase of Hotel Jackson, from street frontage at 135 N. Cache Street to connect to existing Hotel Jackson at 120 N. Glenwood

Proposed Schedule

- Proposed Schedule would begin demolition during Winter of 2020/2021, excavation through Winter into Spring of 2021, Structure complete by Fall of 2021, interior work through the Winter of 2021/2022 and Certificate of Occupancy/Turnover by Summer of 2022.

Schedule of Construction and Impacts within the Town's Right-Of-Way, Easements, or Land

- Proposed Schedule will require use of the Right of Way to complete the Shoring, Excavation, and Structural Steel Erection phases of the project. Excavation, Shoring, Concrete and Steel Erection is expected to take 8 Months, during which we will close down the sidewalk to pedestrian traffic and eliminate the 2 parking spaces on Cache Street to allow for removal of material and material deliveries.
- Upon completion of structural frame and building envelope work, the remainder of the project can be completed with intermittent use of the Right of Way which will be scheduled on an as-needed basis.

PUBLIC IMPACT

- Owner/Applicant will coordinate with the Town to identify the properties and businesses most impacted by the construction. Please see attached distribution list for local businesses.
- The owner and contractor are aware that the right-of-way is a shared use area, including community special events, Town capital improvement projects, that they will coordinate with the Town to accommodate these events. Public Right-of-Way permits are required for use of the Town's alley for construction activities.
- Signage will be strategically posted stating that the Gaslight Alley businesses remain open during construction.

CONSTRUCTION PARKING

- Worker parking will not encumber downtown street parking. Owner has access to private parking garage and private lots adjacent to the project site for construction worker parking. Labor will not park in time restricted parking zones, Home Ranch, East Deloney, Miller Park or the public parking garage. Crews will be encouraged to carpool due to the limited parking in the area.



SITE LOGISTICS

- Anticipated work hours will be within the hours of 7AM-7PM Monday thru Friday. Weekends/Holidays work hours 8AM-5PM as needed to maintain projected schedule.
- Construction Office is located at 35 West Deloney, above Gaslight Alley.
- All temporary facilities, IE Trash Dumpsters, Temporary Bathrooms will be located within the site and relocated as needed to facilitate work.
- Please see attached diagrams for location of construction Fencing
- Please see attached diagrams for use of public Right-of-Way and traffic control/road use during phased construction.

STORMWATER MANAGEMENT

- This project spans from lot line to lot line, and all stormwater calculations have been included as part of the building permit plan-set.
- During the excavation phase precautions will be taken to ensure runoff in the right of way remains free of construction debris – I.E. straw wattles within the gutter draining away from the project site, workers available to sweep/clean any stray dirt/debris.

SITE PLAN

- Please see attached site plan map exhibits and proceeding engineering plans for the staged construction process:
 - o Traffic Control Site Plan
 - o Demolition Phase Site Plan
 - o Excavation and Shoring Site Plan
 - o Foundations and Steel Erection Site Plan
 - o Structure Enclosed (Siding and Interior) Site Plan

CRANE

- Please see attached site plan and crane specification sheet for crane locations, respective range, and overall height.
- Locations for delivery and picking of material shown on attached site plan.
- Material picks are not allowed adjacent to areas open to the public unless they are within a fenced construction zone.
- Cranes will be operated by a certified operator and follow industry and OSHA standards.

PROTECTION OF PEDESTRIANS

- Public safety and pedestrian protection will be addressed in two distinct phases over the course of construction.
- Phase 1 will eliminate the Cache Street sidewalk and parking lane in front of the subject property. These parking spaces will be utilized as a dump truck loading area as well as a steel/concrete delivery area. Signage will be strategically placed with arrows to direct pedestrians to “Use Other Side” when approaching the sidewalk closures and street crossings.



- Upon completion of steel erection and building envelope, the Cache Street parking spaces will be returned to the Right-of-Way, and a sidewalk shed will be constructed per TOJ standards to allow pedestrian traffic along the sidewalk on Cache Street. As needed pedestrian traffic will be shut through the sidewalk shed, but this office is confident that after pedestrian traffic is restored disruptions will be very minimal.
- Once the building is nearing completion, the sidewalk shed will be removed and the sidewalk restored per Town of Jackson Standards.

STABILIZED CONSTRUCTION ACCESS

- Due to the nature of construction, there will be minimal traffic on and off the site once excavation becomes too deep to load trucks on site.
- Excavation trucks will be loaded with material in the public Right-of-Way (Sidewalk/Parking Lane).
- Adequate space has been allocated for concrete truck and pumper on Cache St. The designated parking lane has been designed to accommodate the length of 85 feet with enough width for a 12-14-foot-wide gate that can swing into the parking area for large machines to back in. This will avoid vehicle and pedestrian traffic.
- Labor will be on hand to remove any excess material that gets tracked into the Right-of-Way.
- Trucks shall not stage, queue, or stand in the travel lanes or parking area.
- With the likelihood of needing to close part of a vehicle travel lane on Cache St during stages of this project, Wapiti has included a plan with traffic control that allows for a lane shift.
- See attached diagrams for illustration of truck traffic and possible traffic control during the excavation phase of project.

TRAFFIC CONTROL

- Street traffic will remain as is during construction.
 - o North and Southbound Lanes on Cache Street will remain in place throughout construction
 - o Concrete Barriers will be used to delineate travel lanes and construction site traffic. These composite block longitudinal median barriers comply with the Manual for Assessing Safety Hardware's (MASH) highway standards and roadside design guide.
 - o When necessary, Construction Site Traffic will be controlled by flagmen, entering the site off Cache Street from the North and exiting back onto Cache street heading South.
- During the initial demolition/excavation/structure erection phases, pedestrian traffic will be directed to the East side of Cache street for the duration of this work – approximately 8 Months. Please see exhibits for details on signage.
- Site barriers shall not interfere with Town snow removal. Contractor shall be responsible for all snow removal from along the barrier after each time the Town plows. Snow removed by the contractor will NOT be hauled to the Town fairgrounds.
- Upon completion of overhead work on Cache Street, the Parking Lane will be returned to the Right-of-Way and a Sidewalk Shed per TOJ details will be constructed. The site barriers will be removed. This will remain in place until final site restoration at which time the Sidewalk will be re-built per TOJ Standards.



SHORING

- Shoring system consists of vertical micropiles the first 16 feet down from existing grade, and horizontal soil nails below that. Easement agreements for the micropiles protruding into adjacent property and public right of way have been filed.
- See attached preliminary temporary shoring plans.

STAGING

- Off Site Staging will be at property owned by the Hotel Jackson Owner Group at 210 North Glenwood.
- Construction Site Offices located directly south of project site, in offices above Gaslight Alley at 35 West Deloney.
- All staging areas are property of the Hotel Jackson Owner Group or have been granted by adjacent property owners.

If closing part of a travel lane during the project occurs, refer to this plan for a traffic control lane shift on Cache St.

Signage Stating
"SIDEWALK
CLOSED 350
FEET AHEAD
USE OTHER
SIDE"

Direction of Traffic
for Demolition &
Waste Removal

Truck and
Equipment
Entrance Gate

Flagger

Direction of Traffic
for Traffic Control
Lane Shift
(as necessary)

Concrete
Barrier

Alternate
Site
Access

Signage Stating:
"Gaslight Alley businesses
open during construction"

Flagger

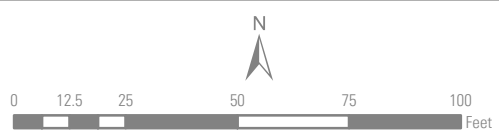
Truck and
Equipment
Exit & Back-in
Gate

N Cache St

Signage Stating:
"SIDEWALK
CLOSED 100
FEET AHEAD
USE OTHER
SIDE"

W Deloney Ave

-  Subject Property
-  Equipment Parking
-  Site Fencing
-  Barrier
-  TC Parcels
-  Signage
-  Flagger



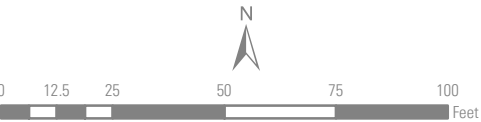
**WAPITI CORP
TRAFFIC CONTROL
SITE PLAN**



All structures and decks to be demolished.
All equipment to be parked on site for duration of demolition and excavation.
See attached photos.



- Subject Property
- Equipment Parking
- Site Fencing
- TC Parcels



WAPITI CORP
DEMOLITION PHASE SITE PLAN



All equipment and temporary facilities (dumpsters, bathrooms) to be located on site for the duration of excavation and shoring.

Signage Stating
"SIDEWALK
CLOSED 350
FEET AHEAD
USE OTHER
SIDE"

Direction of Traffic
for Demolition &
Waste Removal

Truck and
Equipment
Entrance Gate

Alternate
Site
Access

Truck and
Equipment
Exit & Back-in
Gate

Signage Stating
"SIDEWALK
CLOSED 100
FEET AHEAD
USE OTHER
SIDE"

- Subject Property
- Equipment Parking
- Site Fencing
- Barrier
- TC Parcels
- Signage

W Deloney Ave

N Cache St

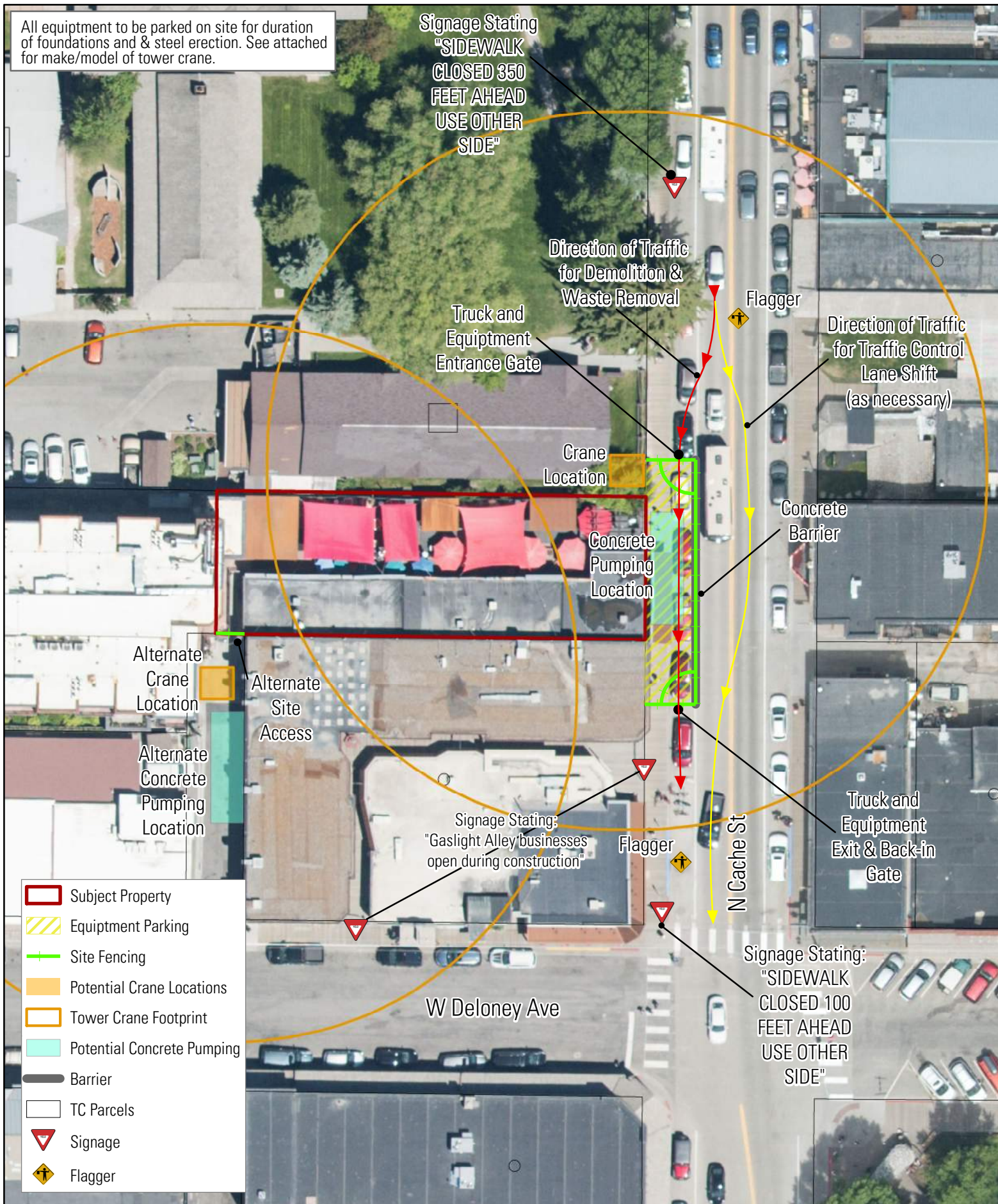


WAPITI CORP EXCAVATION & SHORING SITE PLAN

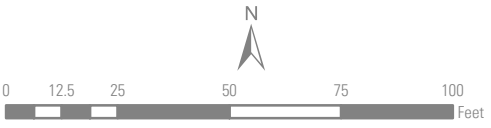


Wapiti
Corporation
CONSTRUCTION MANAGEMENT

All equipment to be parked on site for duration of foundations and steel erection. See attached for make/model of tower crane.



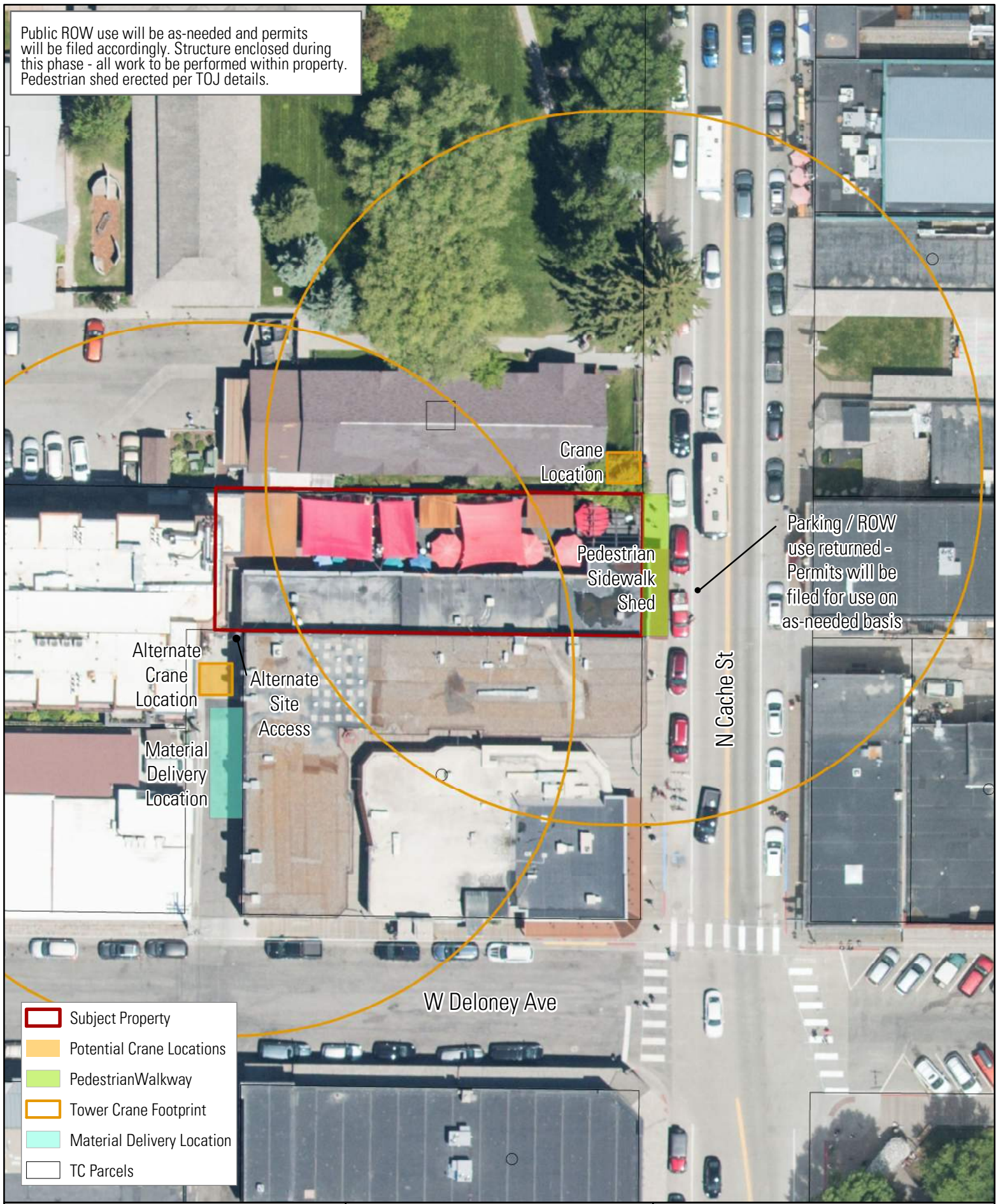
- Subject Property
- Equipment Parking
- Site Fencing
- Potential Crane Locations
- Tower Crane Footprint
- Potential Concrete Pumping
- Barrier
- TC Parcels
- Signage
- Flagger



**WAPITI CORP
FOUNDATIONS & STEEL,
ERECTION - SITE PLAN**



Public ROW use will be as-needed and permits will be filed accordingly. Structure enclosed during this phase - all work to be performed within property. Pedestrian shed erected per TOJ details.



Crane
Location

Pedestrian
Sidewalk
Shed

Parking / ROW
use returned -
Permits will be
filed for use on
as-needed basis

N Cache St

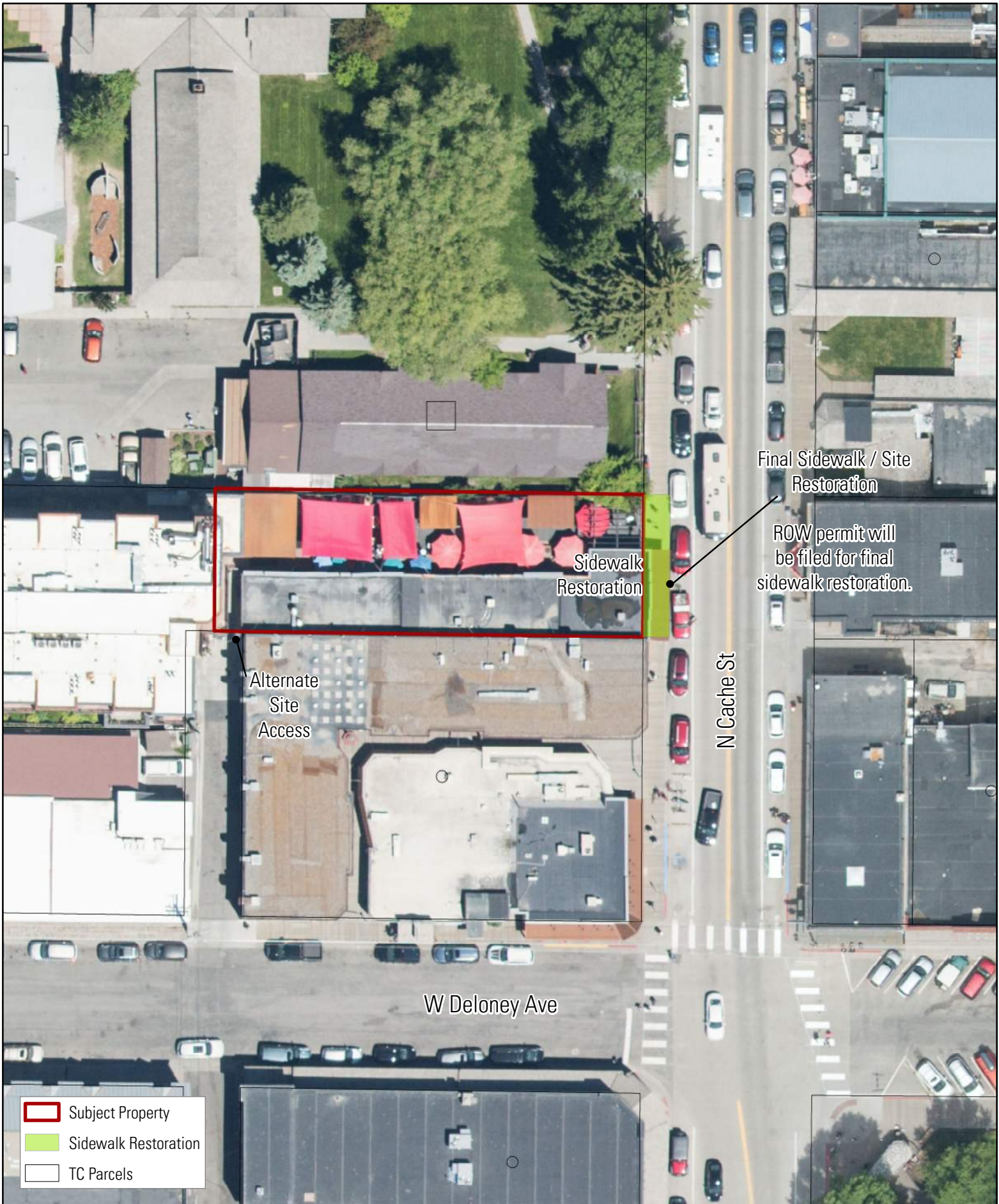
W Deloney Ave

- Subject Property
- Potential Crane Locations
- Pedestrian Walkway
- Tower Crane Footprint
- Material Delivery Location
- TC Parcels

WAPITI CORP
STRUCTURE ENCLOSED - SIDING
& INTERIOR WORK - SITE PLAN



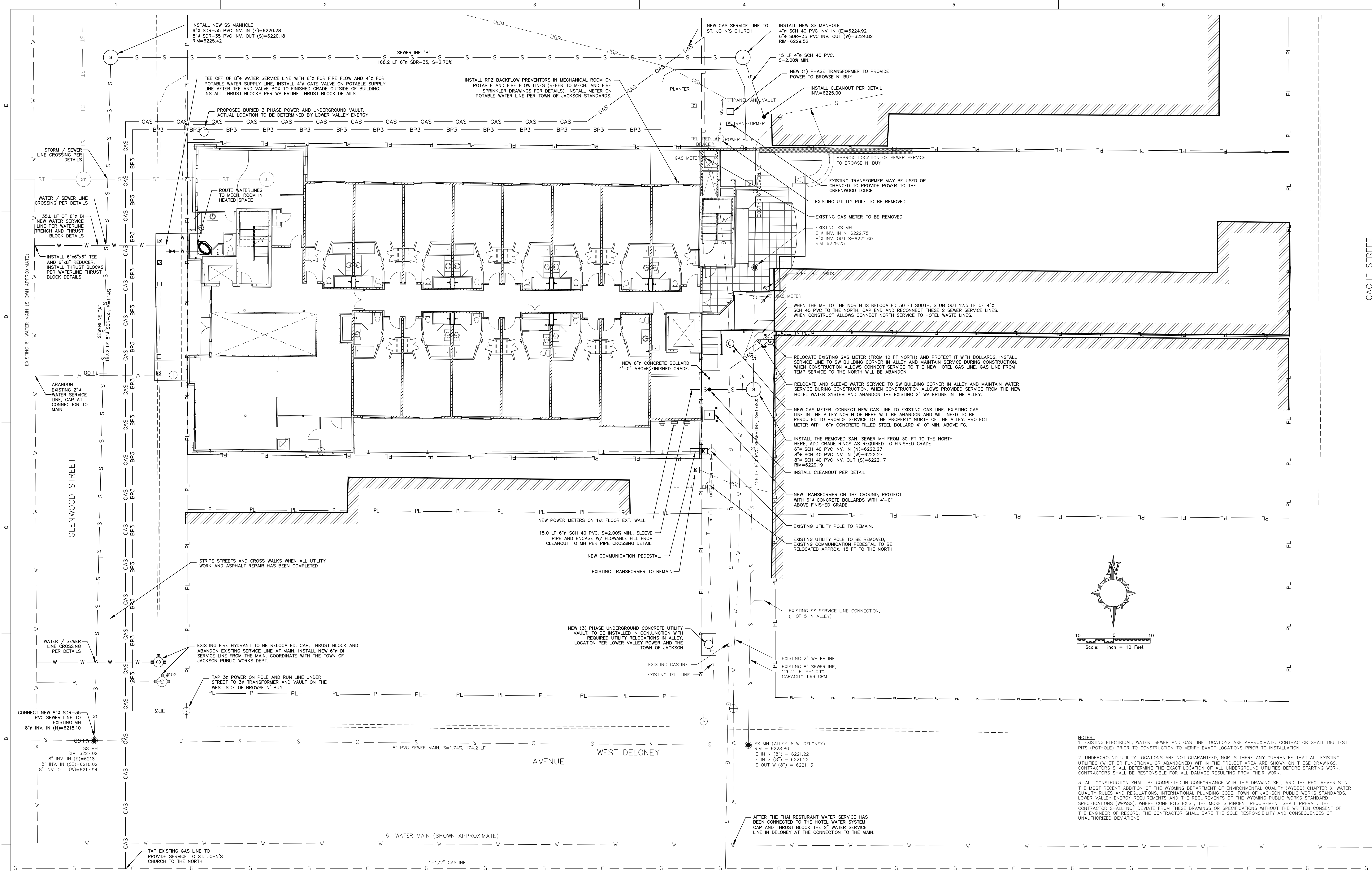
Wapiti
Corporation
CONSTRUCTION MANAGEMENT



**WAPITI CORP
STRUCTURE ENCLOSED SITE
RESTORATION & TURNOVER**



**Wapiti
Corporation**
CONSTRUCTION MANAGEMENT



WATER MAINS TESTING STANDARDS
WATER MAINS SHALL BE SUBJECTED TO AND PASS CERTAIN PERFORMANCE TESTS PRIOR TO THEIR ACCEPTANCE BY THE TOWN OF JACKSON. SUCH TESTS SHALL BE CONDUCTED IN THE PRESENCE OF AUTHORIZED TOWN OF JACKSON STAFF. ANY REMEDY OF DEFECTS SHALL BE CARRIED OUT AT THE EXPENSE OF THE CONTRACTOR.

HYDROSTATIC TESTING
THE FOLLOWING TESTS SHALL BE PERFORMED:
A. AFTER THE PIPE HAS BEEN LAID, WATER PIPE AND VALVES SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF AT LEAST 1.5X THE WORKING PRESSURE AT THE POINT OF TESTING, OR A MINIMUM OF 125 PSI (862.5 KPA), WHICHEVER IS GREATER. HYDROSTATIC TESTING SHALL INCLUDE WATER MAIN, ALL VALVES AND ALL SERVICE LINE CONNECTIONS FROM THE POINT OF CONNECTION AT THE MAIN TO THE CURB STOP.
1) NOT BE LESS THAN 1.5X THE WORKING PRESSURE AT THE HIGHEST POINT ALONG THE TEST SECTION.
2) NOT EXCEED PIPE OR THRUST RESTRAINT DESIGN PRESSURES.
3) BE OF AT LEAST TWO-HOUR DURATION.
4) NOT VARY BY MORE THAN + 5 PSI.
5) NOT EXCEED THE RATED PRESSURE OF THE VALVE OR HYDRANTS.
B. PRESSURIZATION:
SECTION OF PIPE SHALL BE FILLED WITH WATER SLOWLY AND THE SPECIFIED TEST PRESSURE, BASED ON THE ELEVATION OF THE LOWEST POINT OF THE LINE OR SECTION UNDER TEST AND CORRECTED TO THE ELEVATION OF THE TEST GAUGE, SHALL BE APPLIED BY MEANS OF A PUMP CONNECTED TO THE PIPE IN A MANNER SATISFACTORY TO THE TOWN.
C. AIR REMOVAL:
BEFORE APPLYING THE SPECIFIED TEST PRESSURE, AIR SHALL BE EXPELLED COMPLETELY FROM THE PIPE, VALVES, AND HYDRANTS. IF PERMANENT AIR VENTS ARE NOT LOCATED AT ALL HIGH POINTS, THE CONTRACTOR SHALL INSTALL CORPORATION COCKS AT SUCH POINTS SO THAT THE AIR CAN BE EXPELLED AS THE LINE IS FILLED WITH WATER. AFTER ALL THE AIR HAS BEEN EXPELLED, THE TEST PRESSURE SHALL BE APPLIED. AT THE CONCLUSION OF THE PRESSURE TEST, THE CORPORATION COCKS SHALL BE CLOSED AND THE TEST PRESSURE APPLIED. AT THE CONCLUSION OF THE PRESSURE TEST, THE CORPORATION COCKS SHALL BE REMOVED AND PLUGGED, OR LEFT IN PLACE AT THE DISCRETION OF THE OWNER.

D. EXAMINATION:
ALL EXPOSED PIPE, FITTINGS, VALVES, HYDRANTS, AND JOINTS SHALL BE EXAMINED CAREFULLY DURING THE TEST. ANY DAMAGE OR DEFECTIVE PIPE, FITTINGS, VALVES, OR HYDRANTS THAT ARE DISCOVERED FOLLOWING THE PRESSURE TEST SHALL BE REPAIRED OR REPLACED. ONCE SYSTEM IMPROVEMENTS ARE COMPLETED, THE TEST SHALL BE REPEATED UNTIL IT IS SATISFACTORY TO THE OWNER.
2. PRESSURE TEST SERVICE LINE
AFTER THE PIPE HAS BEEN LAID, WATER PIPE AND VALVES SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF THE WORKING PRESSURE AT THE POINT OF TESTING. HYDROSTATIC TESTING SHALL INCLUDE SERVICE LINE, ALL CONNECTIONS AND VALVES AND FROM THE POINT OF CONNECTION TO THE POINT OF BUILDING CURB.
A. TEST PRESSURE RESTRICTIONS - TEST PRESSURES SHALL:
1) BE OF AT LEAST TWO-HOUR DURATION.
2) NOT VARY BY MORE THAN + 3 PSI.
B. EXAMINATION:
ALL EXPOSED PIPE, FITTINGS, VALVES AND JOINTS SHALL BE EXAMINED CAREFULLY DURING THE TEST. ANY DAMAGE OR DEFECTIVE PIPE, FITTINGS, OR VALVES, WHICH ARE DISCOVERED FOLLOWING THE PRESSURE TEST, SHALL BE REPAIRED OR REPLACED. ONCE SYSTEM IMPROVEMENTS ARE COMPLETED, THE TEST SHALL BE REPEATED UNTIL IT IS SATISFACTORY TO THE OWNER.

BACKFLOW SYSTEM
ALL NEW INSTALLATIONS WHICH CONNECT TO THE TOWN WATER SYSTEM SHALL MEET OR EXCEED THE AWWA REQUIREMENTS REGARDING CROSS CONNECTION CONTROL. PRIOR TO ACCEPTANCE OF ANY NEW INSTALLATION THE TOWN SHALL INSPECT THE BACKFLOW SYSTEM TO ENSURE PROPER OPERATION. DOUBLE CHECK VALVES AND REDUCED PRESSURE BACKFLOW PREVENTERS SHALL BE INSPECTED ANNUALLY WITH AN INSPECTION CERTIFICATION BEING SENT TO THE TOWN PUBLIC WORKS DEPARTMENT. ALL INSTALLATIONS AND INSPECTIONS SHALL BE COMPLETED AT THE SOLE EXPENSE OF THE OWNER OF THE FACILITY.

STANDARD TOWN WATER SYSTEM MATERIALS
THE FOLLOWING IS A LIST OF TOWN STANDARD PARTS, WHICH ARE TO BE USED IN COMPLETING WATER IMPROVEMENT PROJECTS WHICH ARE PART OF, OR CONNECTED TO, THE TOWNS WATER SYSTEM.
WATER MAINS
DUCTILE IRON PIPE SHALL CONFORM TO THE PROVISIONS OF AWWA SPECIFICATIONS C-151 PRESSURE CLASS 350. PIPE JOINTS SHALL BE "PUSH-ON" JOINTS CONFORMING TO AWWA SPECIFICATIONS C-111.
FIRE HYDRANTS
HYDRANTS SHALL BE WATERLOUS PACER MODEL WB-67-250 AND SHALL CONFORM TO DRY BARREL FIRE HYDRANT, AWWA C-250. HYDRANTS SHALL BE FURNISHED WITH 5/4" MINIMUM HOSE CONNECTIONS, NOZZLE THREADS SHALL CONFORM TO THE NATIONAL FIRE PROTECTION ASSOCIATION FOR NATIONAL STANDARD FIRE HOSE COUPLING SCREW THREADS.
MAIN LINE VALVES
ALL GATE VALVES SHALL BE RESILIENT SEATED GATE VALVES WITH IRON BODY AND NON-RISING STEMS WITH DESIGN, CONSTRUCTION, AND PRESSURE RATING CONFORMING TO AWWA C550. VALVES SHALL BE 200 PSI MINIMUM. ALL VALVES SHALL BE "RIGHT HAND CLOSED". STEM SEALS SHALL BE DOUBLE "O" RING SEALS DESIGNED SO THAT THE SEAL ABOVE THE STEM AND THE SEAL BELOW THE STEM SHALL BE IN FULL OPEN POSITION. THE RESILIENT SEATED GATE VALVES' INTERIOR PARTS AND SURFACES SHALL BE COATED IN ACCORDANCE WITH AWWA C550. ALL VALVE METAL ACCESSORY ITEMS SHALL BE LOW ALLOY STEEL, STAINLESS STEEL, ALUMINUM, OR BRASS. BOLTS UTILIZED AS THRUST BLOCK ANCHORAGE SHALL BE 1/2" COMMERCIAL GRADE SS316 WITH A MINIMUM TENSILE STRENGTH OF 100,000 PSI.
VALVE BOXES
SHALL BE CAST IRON, 5 1/4" DIAMETER ADJUSTABLE VALVE BOXES. VALVE BOXES SHALL BE A "TYLER" SCREW TYPE AND OF SUFFICIENT LENGTH FOR THE PIPE BURY AS SPECIFIED. THE CAST IRON COVER OF THE VALVE BOX SHALL HAVE THE WORD "WATER" STAMPED THEREON.

CORB-STOPS
ALL CORB-STOP VALVES SHALL BE A MUELLER CC THREAD H-15028 GROUND KEY CORPORATION STOP, OR APPROVED EQUAL. MINIMUM VALVE INLET AND OUTLET CONNECTION SIZE SHALL BE AT FULL SIZE, AS CALLED OUT. THE CORPORATION STOP SHALL CONFORM IN ALL REGARDS TO AWWA C-800 AS A TAPED THREAD.
CURB-STOPS
3/4"x10 2" CURB STOP VALVE SHALL BE A MUELLER MINNEAPOLIS PATTERN H-10287 OR APPROVED EQUAL. SUPPLY EACH VALVE WITH TWO MUELLER H-15428 MIP BY COMPRESSION CONNECTORS WHEN USED WITH COPPER SERVICE PIPE (CTS SIZE ADAPTATION MAY BE REQUIRED). THE MINIMUM SIZE OPENING WITHIN THE PLUG SHALL BE FULL DIAMETER OF THE SERVICE LINE. THE CURB STOP SHALL CONFORM IN ALL REGARDS TO AWWA C-800.
CURB VALVE BOX AND LID
CURB BOXES SHALL CONSIST OF A 1 1/2" GALVANIZED STEEL PIPE LOWER SECTION AND A 2" GALVANIZED STEEL PIPE TELESCOPING UPPER SECTION. SCREW THE 1 1/2" LOWER SECTION ONTO THE MINNEAPOLIS TOP THREADS OF THE CURB STOP USING A GALVANIZED STEEL COUPLING OR BELL REDUCER. SUPPLY AND INSTALL A MUELLER CAP, OR APPROVED EQUAL, STAMPED "WATER" WITH A PENTAGON HEAD PLUG ON THE TOP OF THE 2" UPPER SECTION PIPE. DO NOT INSTALL A SHUTOFF ROD INSIDE THE CURB BOX.
TYPE OF PIPE BETWEEN CORP. AND CURB STOP (3/4" & 1")
SERVICE PIPE SHALL BE TYPE K SOFT COPPER CONFORMING TO FEDERAL SPECIFICATION WW-T-799 OR ASTM B88-62.
TYPE OF PIPE BETWEEN CORP. AND CURB STOP (1 1/2" & 2")
SERVICE PIPE SHALL BE TYPE K SOFT COPPER CONFORMING TO FEDERAL SPECIFICATION WW-T-799 OR ASTM B88-62.
THAW CABLE
4.0 COPPER SHIELDED CABLE
TAPPING SADDLES (SERVICE LINE)
SERVICE SADDLES FOR SERVICE CONNECTIONS SHALL BE A SMITH BLAIR 317, OR APPROVED EQUAL, DUCTILE IRON SERVICE SADDLE WITH DOUBLE STAINLESS STEEL STRAPS, STAINLESS STEEL STUD BOLTS, NUTS AND WASHERS, AND FLEX-BLUE EPOXY COATING. FEMALE THREADS WITHIN THE SADDLE BOSS FOR INSERTION OF THE CORPORATION STOP SHALL BE CC THREAD.

MAIN LINE LINE TAPS
ALL TAPPING 4" OR GREATER SHALL BE COMPLETED BY TOWN STAFF. ALL OTHER TOWN TAPS SHALL BE PRE-APPROVED BY THE TOWN PUBLIC WORKS DEPARTMENT. TAPPING SLEEVES SHALL BE STAINLESS STEEL, WRAP AROUND WITH FLANGE FITTING FOR TAPPING VALVE, BOTH VALVE AND SLEEVE NEED TO MEET WORKING PRESSURE, OF 200 PSI AND NOT EXCEED 300 PSI WITH GRADE 60 GASKETS OR BETTER.
MAIN LINE COUPLINGS
SHALL BE DUCTILE IRON, 350 PSI MINIMUM PRESSURE RATING, CONFORMING TO AWWA C110 OR C153. RUBBER GASKETS SHALL CONFORM TO AWWA C111. HARDWARE SHALL BE LOW ALLOY STEEL WITH A MINIMUM YIELD STRENGTH OF 45,000 PSI. ALL FITTINGS SHALL INCORPORATE A CEMENT MORTAR INTERIOR LINING MEETING AWWA C104. SOLID SLEEVES SUPPLIED UNDER EITHER C110 OR C153 SHALL BE OF THE LONG-BODY STYLE.
WATER METERS
WATER METER ASSEMBLIES SHALL BE OBTAINED FROM THE TOWN AND SHALL INCLUDE A NEPTUNE T-10 METER.

THE GREENWOOD LODGE
120 N GLENWOOD STREET, JACKSON, WY

Professional Engineer, Civil
Robert C. Nogo
9230
WYOMING

DATE	STATUS
1-10-20	SUBMITTAL
1-10-20	REV DOCUMENTS
7-13-20	PLAN REVIEW
1-10-20	SUBMITTAL REV.

DATE	REVISION

PROJECT NUMBER 13011

FILE

DRAWN BY

CHECKED BY

SCALE As indicated

UTILITY PLAN

C6

TEMPORARY SHORING PLANS

HOTEL JACKSON - PHASE 2

JACKSON, WYOMING
WAPITI CORPORATION



VICINITY MAP
(NOT TO SCALE)

ISSUED FOR PERMIT

NOTE:
ADDITIONAL REVISIONS
ANTICIPATED AS GSI AND DESIGN
TEAM CONTINUE SHORING
DISCUSSIONS

SHEET INDEX

NO.	DESCRIPTION
C-01	COVER SHEET
C-02	GENERAL NOTES
C-03	SITE PLAN
C-04	PROFILE VIEW - NORTH
C-05	PROFILE VIEW - SOUTH
C-06	PROFILE VIEW - EAST
C-07	SECTION VIEWS - N & S - WESTERN
C-08	SECTION VIEWS - N & S - EASTERN
C-09	SECTION VIEWS - N & S - SHORING PHASES
C-10	SECTION VIEW - EAST
C-11	MICROPILE ANCHOR DETAILS
C-12	SINGLE ROW MICROPILE DETAILS
C-13	DOUBLE ROW MICROPILE DETAILS
C-14	SOIL NAIL DETAILS
C-15	ONE-SIDED FORMING DETAILS

IFP

SHEET REVISIONS			PROJECT NAME: HOTEL JACKSON - PHASE 2					 Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com			
DATE	DESCRIPTION	NO									
04/02/2020	ISSUED FOR REVIEW	IFR 1	SHEET TITLE: COVER SHEET								
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2									
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3									
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP									
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- CONTRACTOR: GEOSTABILIZATION INTERNATIONAL "GSI"
- GSI PROJECT ENGINEER: DAMIEN BOSSE, PE
- GSI APPROVING REGISTERED ENGINEER: CAMERON LOBATO, PE, P.ENG

- GSI WILL GENERATE A SITE SPECIFIC HEALTH AND SAFETY PLAN THAT MUST BE REVIEWED AND SIGNED BY ALL GSI EMPLOYEES, SUBCONTRACTORS, AND VISITORS TO THE SITE.
- ALL SAFETY PLANS FOR LIFTING, HEARING, DUST CONTROL, PPE ETC. ARE IN PLACE AND WILL BE FOLLOWED ACCORDINGLY. PPE WILL INCLUDE SAFETY VEST, STEEL TOED SHOES, HARD HAT, SAFETY GLASSES, AND GLOVES.
- GSI WILL LEAD A DAILY TAILGATE MEETING TO REVIEW JOB HAZARD ANALYSIS “JHA” FOR EACH OF THE DAYS ANTICIPATED TASKS.
- THE SITE WILL BE ORGANIZED AND CLEAR OF ANY TRASH OR DEBRIS. ALL TRASH WILL BE PLACED IN A PROPER CONTAINER AND SECURED OR REMOVED AT THE END OF EACH WORK DAY.

- ACI SHOTCRETE NOZZLEMEN CERTIFICATION
- 10-HOUR OCCUPATIONAL SAFETY AND HEALTH TRAINING COURSE IN CONSTRUCTION SAFETY & HEALTH
- AMERICAN RED CROSS STANDARD FIRST AID TRAINING
- AMERICAN RED CROSS BLOODBORNE PATHOGENS TRAINING: PDT

GS1 WILL PROVIDE AND INSTALL THE SPECIFIED SOILS NAILS, SHOTCRETE FACING, MICROPILES AND MICROPILE CAP PER THESE DRAWINGS

1. EXCAVATE MICROPILE CAP TRENCH (BY OTHERS) AT CURRENT GRADE ALONG SIDEWALK AND PORTION OF NORTH PROPERTY LINE . GSI ENGINEERS OR THEIR DESIGNATED REPRESENTATIVE(S) CAN ADVISE ON EXCAVATION, AS NECESSARY.
2. INSTALLATION OF SELF-DRILLING MICROPILE ANCHORS.
 - 2.1. LAYOUT SHORING PATTERN.
 - 2.2. INSTALL ANCHOR ELEMENTS.
3. PREPARE CAP FOR CONCRETE.
 - 3.1. PLACE PLATES AND NUTS ON ANCHORS.
 - 3.2. PLACE STEEL REINFORCING WALERS.
4. PLACE CONCRETE AND TROWEL FLAT.
5. EXCAVATE (BY OTHERS) TO NEXT MICROPILE CAP ELEVATIONS AND/OR ADJACENT BUILDING FOOTER LEVELS.
6. REPEAT STEPS 1 THROUGH 4 FOR THE NORTH AND SOUTH MICROPILE CAPS.
7. EXCAVATE WORKING FACE(S) FOR SOIL NAIL WALLS IN 5' LIFTS (BY OTHERS).
8. INSTALLATION OF SELF-DRILLING SOIL NAILS
 - 8.1. LAYOUT STABILIZATION PATTERN.
 - 8.2. INSTALL ANCHOR ELEMENTS.
9. PREPARE WALL FOR SHOTCRETE.
 - 9.1. PLACE DRAIN STRIP.
 - 9.2. PLACE STEEL REINFORCING MESH WITH WALERS, PLATES, AND HEX NUTS.
10. PLACE SHOTCRETE.
11. REPEAT STEPS 7 THROUGH 10 FOR EACH EXCAVATED LIFT, AS REQUIRED.
12. CLEAN AND DEMOBILIZE FROM SITE.

- MICROPILES AND ANCHORS WILL BE INSTALLED WITH A SUPERNAILER® MAST MOUNTED ON AN EXCAVATOR. A ROTARY PERCUSSION TOP HAMMER WILL BE UTILIZED IF NECESSARY.
- GROUT WILL BE MIXED AND PUMPED FROM A DOUBLE HOPPER GROUT PLANT UTILIZING A PROGRESSIVE CAVITY PUMP.
- SHOTCRETE WILL BE PLACED WITH A LINE PUMP.

- PRIOR TO GSI MOBILIZATION ANY POTENTIAL CONFLICTS: UTILITIES, RIGHT-OF-WAY LIMITS, ETC SHALL BE MARKED (BY OTHERS). POTHOLING MAY BE REQUIRED TO DETERMINE ACTUAL LOCATION(S) AND DEPTH(S) OF UTILITY(IES) AND WILL BE PROVIDED BY OTHERS AS NEEDED TO ENSURE THE SAFETY OF WORKERS AND PROTECTION OF UTILITIES.
- GSI ENGINEERING STAFF OR THEIR DESIGNATED REPRESENTATIVE(S) WILL LAYOUT THE MICROPILE ALIGNMENT WITH SURVEY ASSISTANCE FROM THE GENERAL CONTRACTOR.
- GSI WILL MARK THE LOCATIONS OF THE MICROPILES AND SOIL NAILS WITH SURVEY MARKING PAINT.
 - SPACING OF ELEMENTS WILL BE AS SHOWN HEREIN.
 - ADJUSTMENTS, AS DIRECTED BY GSI ENGINEERING STAFF, MAY BE REQUIRED TO MEET ON-SITE CONDITIONS.

THE ANCHOR ELEMENTS CONSIST OF FULLY GROUTED, PASSIVE, SELF-DRILLING SUPERNAILS®, INSTALLED IN 5 OR 10 FOOT SECTIONS. ADDITIONAL LENGTHS WILL BE COUPLED TO THE DRILL STRING AS THE ANCHOR IS ADVANCED UNTIL DESIGN DEPTH IS ACHIEVED.

- PHYSICAL PROPERTIES:
 - MINIMUM BAR YIELD WILL BE 91 KIPS.
 - BAR DIAMETER (OD/ID): 40MM/20MM
 - THREAD TYPE: WILLIAMSFORM CORP. T-THREAD (MEETS ASTM A519 OR A513)
 - BIT DIAMETER WILL BE AS SHOWN.
- DESIGN UNIT ALLOWABLE PULLOUT STRESS IS MATERIAL DEPENDENT. NAIL LENGTHS MAY BE ADJUSTED BY GSI ENGINEERING STAFF DEPENDING ON SOIL/ROCK CONDITIONS ENCOUNTERED.
- THE SUPERNAILS® WILL BE INSTALL BY INJECTING NEAT CEMENT GROUT THROUGH THE CENTER OF THE BAR DURING DRILLING; GROUT RETURN ALONG THE ANNULUS BETWEEN SOIL AND BAR WILL FLUSH CUTTINGS, PROVIDE ENCAPSULATION OF THE BAR, AND CENTRALIZE THE ANCHOR.

- DESIGN 28 DAY COMPRESSIVE STRENGTH = 3,000 PSI
- TARGET RANGE WATER TO CEMENT RATIO = 0.5 TO 0.6

TYPICAL GROUT MIX DESIGN (PER 5 - 94 LB. BAG MIX)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT ³)	FIELD UNIT VOLUME
WATER	235-282	3.8-4.5	28.4 - 33.7 GALLONS
CEMENT (TYPE I/II)	470	2.37	5 BAGS (94 LBS.)
TOTAL UNIT	705 - 752	6.17-6.87	--

MATERIAL	WEIGHT (LBS.)	VOLUME (FT ³)	FIELD UNIT VOLUME
WATER	47 - 56.4	0.75 - 0.9	5.6 - 6.8 GALLONS
CEMENT (TYPE I/II)	94	0.47	1 BAG
TOTAL UNIT	141 - 150.4	1.22 - 1.37	--

PLACE GEOCOMPOSITE DRAIN STRIP AGAINST THE SOIL FACE AT THE APPROXIMATE LOCATIONS AS SHOWN. DRAIN STRIPS WILL BE CONTINUOUS AND ANY SPLICES SHALL BE MADE WITH A 1' MINIMUM OVERLAP. DRAIN STRIPS SHALL EXTEND BEYOND THE FACE OF THE SHOTCRETE AT THE DOWNHILL FACE. DRAIN STRIP DIMENSIONS AND SPACING SHOWN ON THE PROFILE VIEW.

- WELDED WIRE MESH “WWM”:
 - 4X4 - W4.0 X W4.0 OR LARGER GAUGE, GR 60
 - SPLICE LAP: 2 SQUARES (ACI 318)
 - SEPARATION 2" BETWEEN SOIL AND BACK OF MESH
- WALERS:
 - NO. 4, GRADE 60
 - SPLICE LAP: 18" (ACI 318).
 - 36" VERTICAL WALERS, CONTINUOUS HORIZONTAL WALER
 - SECURE WALERS TO WWM WITH STEEL TIRE WIRE

- SOIL NAIL HEAD ELEMENTS AND ONE-SIDED ANCHORS CONSIST OF 8" X 8" X 3/8", GRADE A36, STEEL PLATES ATTACHED WITH HEX NUT.
- MICROPILE HEAD ELEMENTS CONSIST OF 6" X 6" X 1/2", GRADE A36, STEEL PLATES ATTACHED WITH A HEX NUT ON TOP AND BOTTOM.
- SUPERNAIL® BAR EXTENDING BEYOND THE HEX NUTS WILL BE TRIMMED USING A GAS POWERED DEMOLITION SAW OR ELECTRICAL BAND SAW.

THE WET-MIX PROCESS CONSISTS OF THOROUGHLY MIXING ALL THE INGREDIENTS, INTRODUCING THE MIXTURE INTO THE DELIVERY EQUIPMENT AND DELIVERING IT, BY POSITIVE DISPLACEMENT, TO THE NOZZLE. AIR JET THE WET-MIX SHOTCRETE FROM THE NOZZLE AT HIGH VELOCITY ONTO THE SURFACE.

SHOTCRETE WILL BE PLACED FROM THE LOWER PART OF THE AREA UPWARDS TO PREVENT ACCUMULATION OF REBOUND. THE NOZZLE WILL BE ORIENTED A PROPER DISTANCE FROM AND APPROXIMATELY PERPENDICULAR TO THE WORKING FACE SO THAT REBOUND WILL BE MINIMAL AND COMPACTION WILL BE MAXIMIZED. CARE WILL BE TAKEN THAT SHOTCRETE PROPERLY ENCASES THE REINFORCEMENT AND PREVENT VOIDS OR POCKETS FROM FORMING.

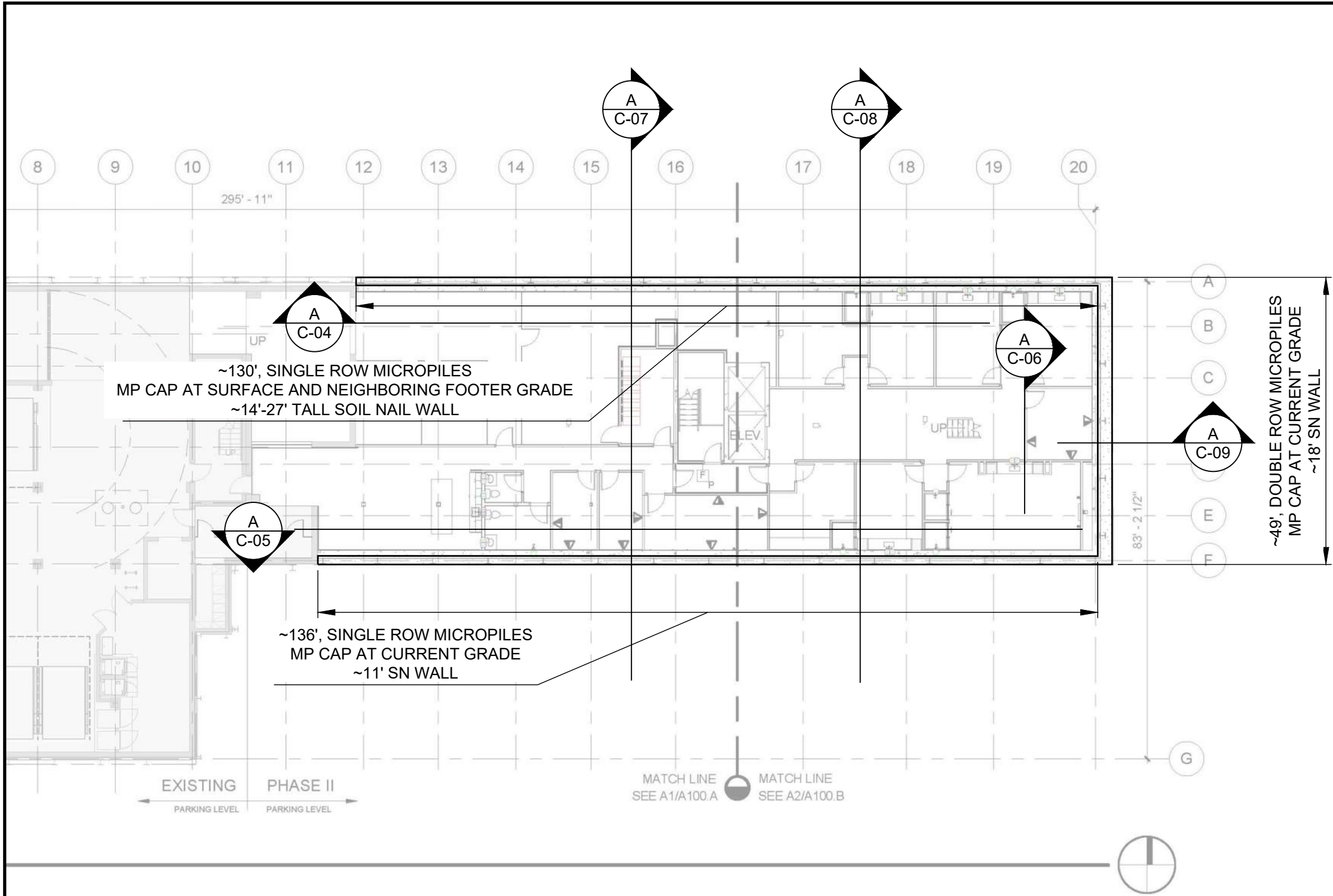
DESIGN 28 DAY COMPRESSIVE STRENGTH:	4000 PSI
TARGET RANGE WATER TO CEMENT RATIO:	0.4 TO 0.5
SLUMP:	3 TO 4 INCHES

TYPICAL SHOTCRETE MIX DESIGN (PER YD ³)			
MATERIAL		WEIGHT (LBS.)	VOLUME (FT^3)
AGGREGATE NO. 1	¾" PEA	650	3.8
AGGREGATE NO. 2	CONCRETE SAND	1800	10.9
AIR	6% TOTAL	--	1.6
WATER	--	360	5.8
FLY ASH	TYPE F	150	1.1
CEMENT	TYPE I/II	750	3.8
TOTAL	--	3710	27.0

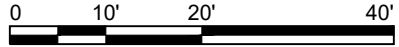
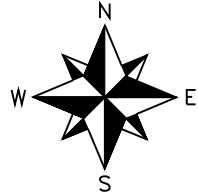
SHOTCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ACI 506.2, "SPECIFICATIONS FOR MATERIALS, PROPORTIONING AND APPLICATION OF SHOTCRETE", EXCEPT AS OTHERWISE SPECIFIED. SHOTCRETING CONSISTS OF APPLYING ONE OR MORE LAYER OF CONCRETE CONVEYED THROUGH A HOSE PNEUMATICALLY PROJECTED AT A HIGH VELOCITY AGAINST A PREPARED SURFACE.

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SHEET REVISIONS <table><thead><tr><th>DATE</th><th>DESCRIPTION</th><th>NO</th></tr></thead><tbody><tr><td>4/02/2020</td><td>ISSUED FOR REVIEW</td><td>IFR 1</td></tr><tr><td>8/05/2020</td><td>UPDATED PER RFI RESPONSE</td><td>IFR 2</td></tr><tr><td>11/20/20</td><td>UPDATED PER 11/12/20 DISCUSSIONS</td><td>IFR 3</td></tr><tr><td>02/15/21</td><td>RECIEVED NORTH BUILDING PLANS</td><td>IFP</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>			DATE	DESCRIPTION	NO	4/02/2020	ISSUED FOR REVIEW	IFR 1	8/05/2020	UPDATED PER RFI RESPONSE	IFR 2	11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3	02/15/21	RECIEVED NORTH BUILDING PLANS	IFP																			PROJECT NAME: HOTEL JACKSON - PHASE 2			 GeoStabilization International® Professional Engineer DAMIEN BOSSE 16901  Date 02/15/21 WYOMING Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com	
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- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. THE TEMPORARY SHORING APPROACH SHOWN HERE DOES ENCROACH ON THE PLANNED BUILDING WALLS INDICATED IN THESE DRAWINGS. THIS HAS BEEN FLAGGED AND COMMUNICATED TO THE DESIGN TEAM ON PREVIOUS SUBMITTALS IN ADDITION TO THIS DRAWINGS SET. THE SHORING SYSTEM SHOWN HERE HAS BEEN OPTIMIZED TO BE AS NARROW AS CAN BE DESIGNED AND INSTALLED GIVEN THE REQUIRED DEPTHS TO BE SHORED. GSI HAS COMMUNICATED THIS AND MAINTAINS THAT THE NECESSARY SHORING CANNOT REASONABLY BE FIT BETWEEN THE GIVEN PROPERTY BOUNDARIES AND THE BUILDING FOOTPRINT AS CURRENTLY DEPICTED. SHOULD ADDITIONAL DESIGN ADJUSTMENTS BE NEEDED, FURTHER DIRECTION TO GSI WILL BE REQUIRED.



IFP

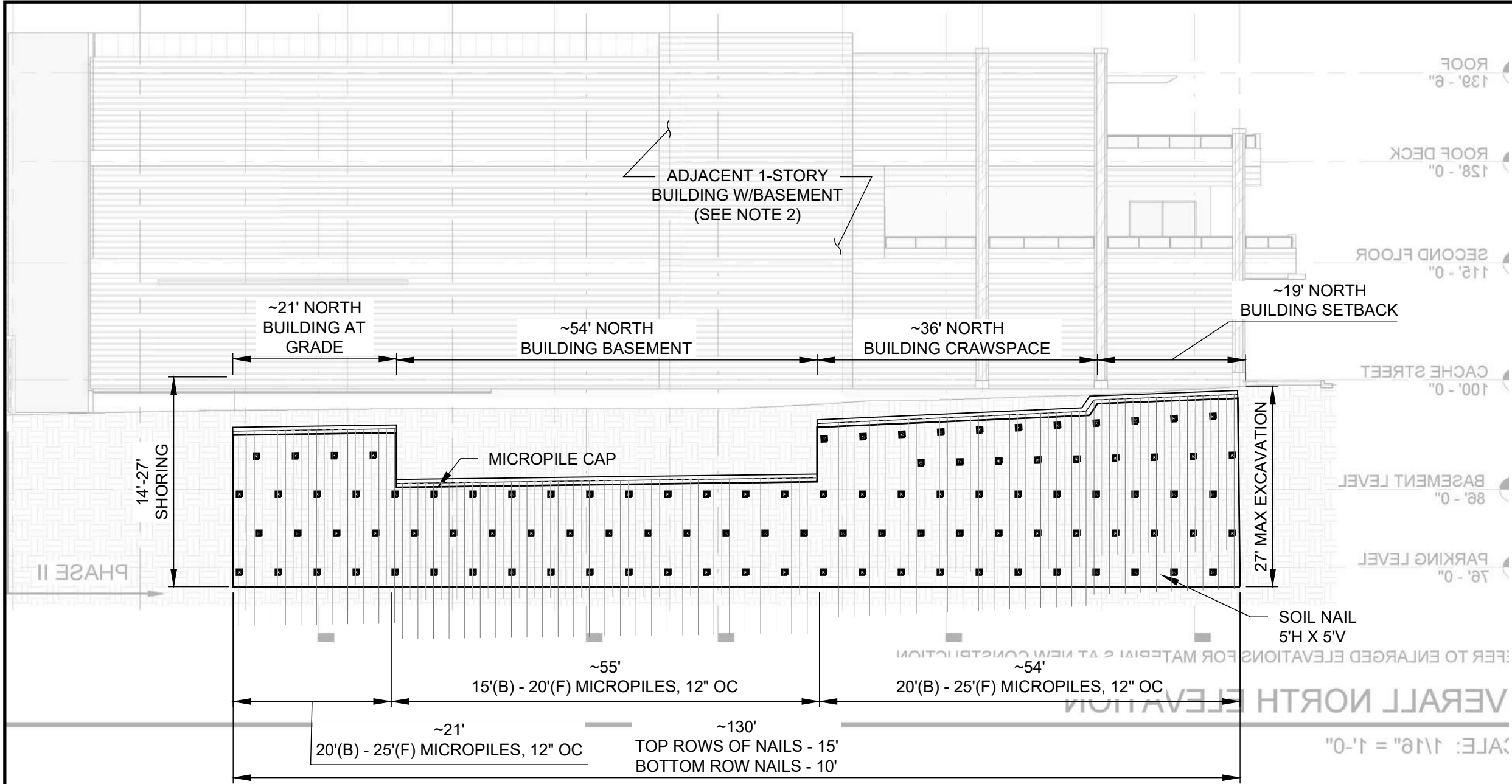
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PROJECT NAME:				
HOTEL JACKSON - PHASE 2				
SHEET TITLE:				
SITE PLAN				
DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET
NFD	DEB	02/15/21	200---WY01	C-03



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www.geostabilization.com





- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. BACKGROUND DRAWING SHOW ARE OF PLANNED BUILDING AND DONT SHOW THE ADJACENT BUILDING LOCATION.
 3. NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.

A PROFILE VIEW - NORTH
SCALE: 1" = 15'

IFP

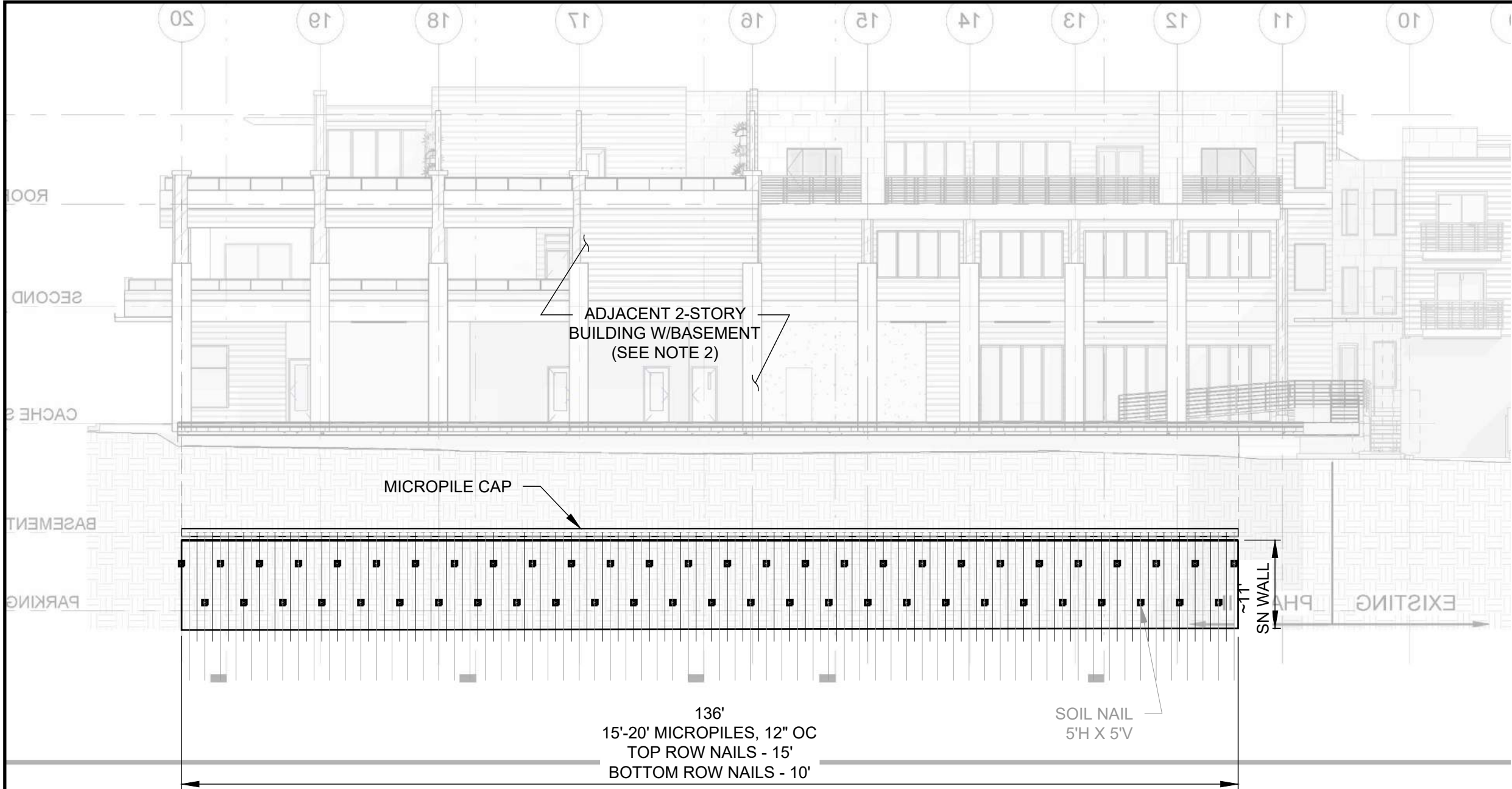
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PROJECT NAME: <i>HOTEL JACKSON - PHASE 2</i>				
SHEET TITLE: <i>PROFILE VIEW - NORTH</i>				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-04



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 2. BACKGROUND DRAWING SHOW ARE OF PLANNED BUILDING AND DONT SHOW THE ADJACENT BUILDING LOCATION.
 3. GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWING CROSS SECTIONS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.

A PROFILE VIEW - SOUTH
SCALE: 1" = 15'

IFP

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11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP
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PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: PROFILE VIEW - SOUTH				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-05



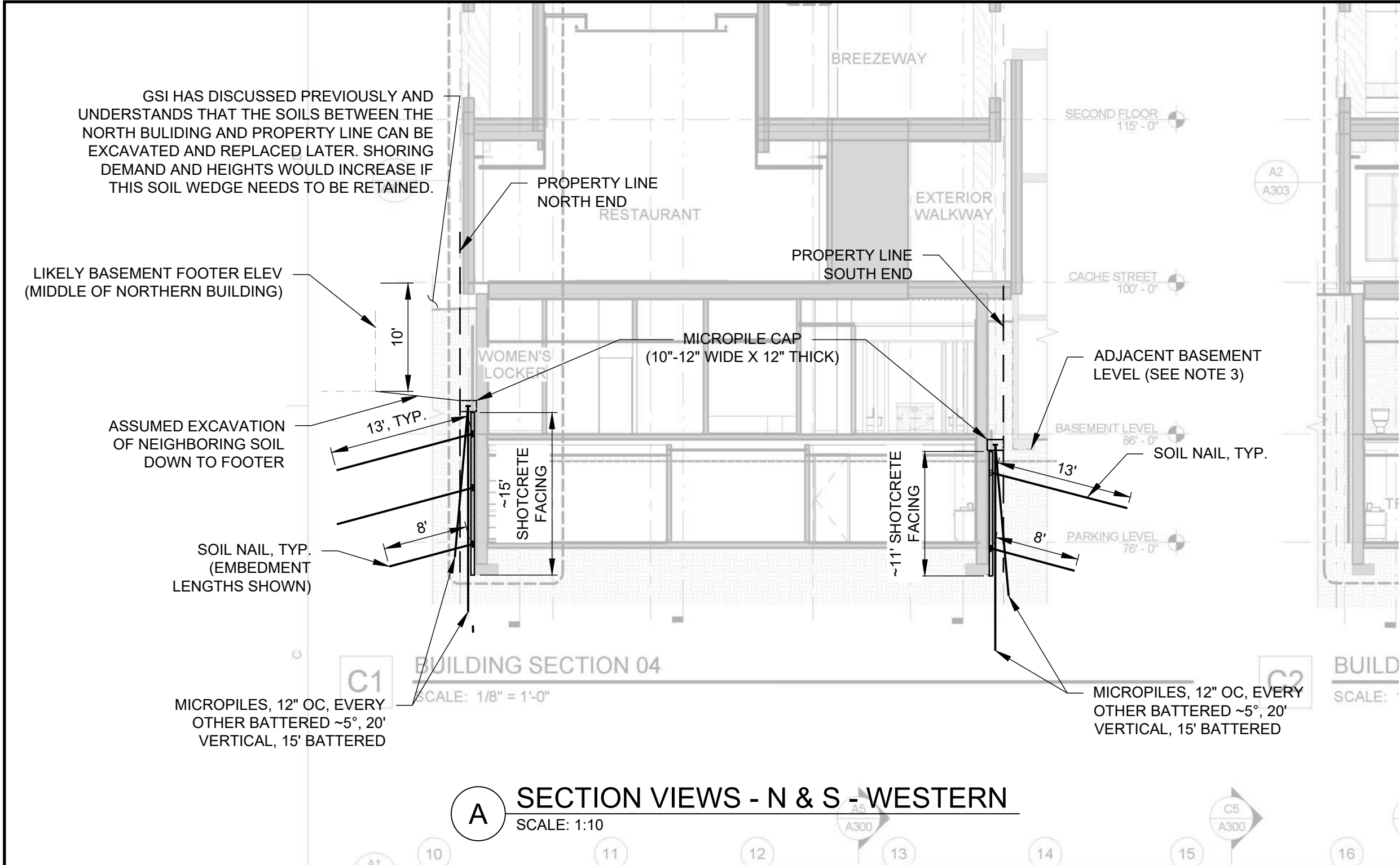
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- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. DESIGN TEAM HAS REQUESTED THAT SOIL NAILS NOT BE INSTALLED IN THE UPPER 10'. MICROPILE SYSTEM AS SHOWN IN THESE DRAWINGS WILL BE CANTILEVERED TO PROVIDE SUPPORT TO THE SIDEWALK AND ROADWAY.

SHEET REVISIONS			PROJECT NAME:				
DATE	DESCRIPTION	NO	<i>HOTEL JACKSON - PHASE 2</i>				
04/02/2020	ISSUED FOR REVIEW	IFR 1					
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2					
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3					
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP					
			SHEET TITLE:				
			<i>PROFILE VIEW - EAST</i>				
THIS DRAWING IS FURNISHED SOLELY FOR THE USE OF OR IN CONNECTION WITH THIS PROJECT AND THE PROPRIETARY INFORMATION SHOWN HEREON IS NOT TO BE TRANSMITTED TO ANY OTHER ORGANIZATION WITHOUT SPECIFIC AUTHORIZATION BY GEOSTABILIZATION INTERNATIONAL (GSI). THE DESIGN IS ONLY VALID IF CONSTRUCTED AND SUPERVISED BY GSI OR ITS AUTHORIZED SUBCONTRACTOR.			DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET
			NFD	DEB	02/15/21	200---WY01	C-06
			Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com				
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- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWLSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.
 3. GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWINGS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.
 4. ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE AT LEAST 1.5'-2' FROM EDGE OF ADJACENT FOOTER (BACK OF MICROPILE CAP) TO FRONT OF SHOTCRETE. GEOMETRY AND CONDITIONS OF THE ACTUAL FOUNDATION COULD IMPACT THE DESIGN.

IFP

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP
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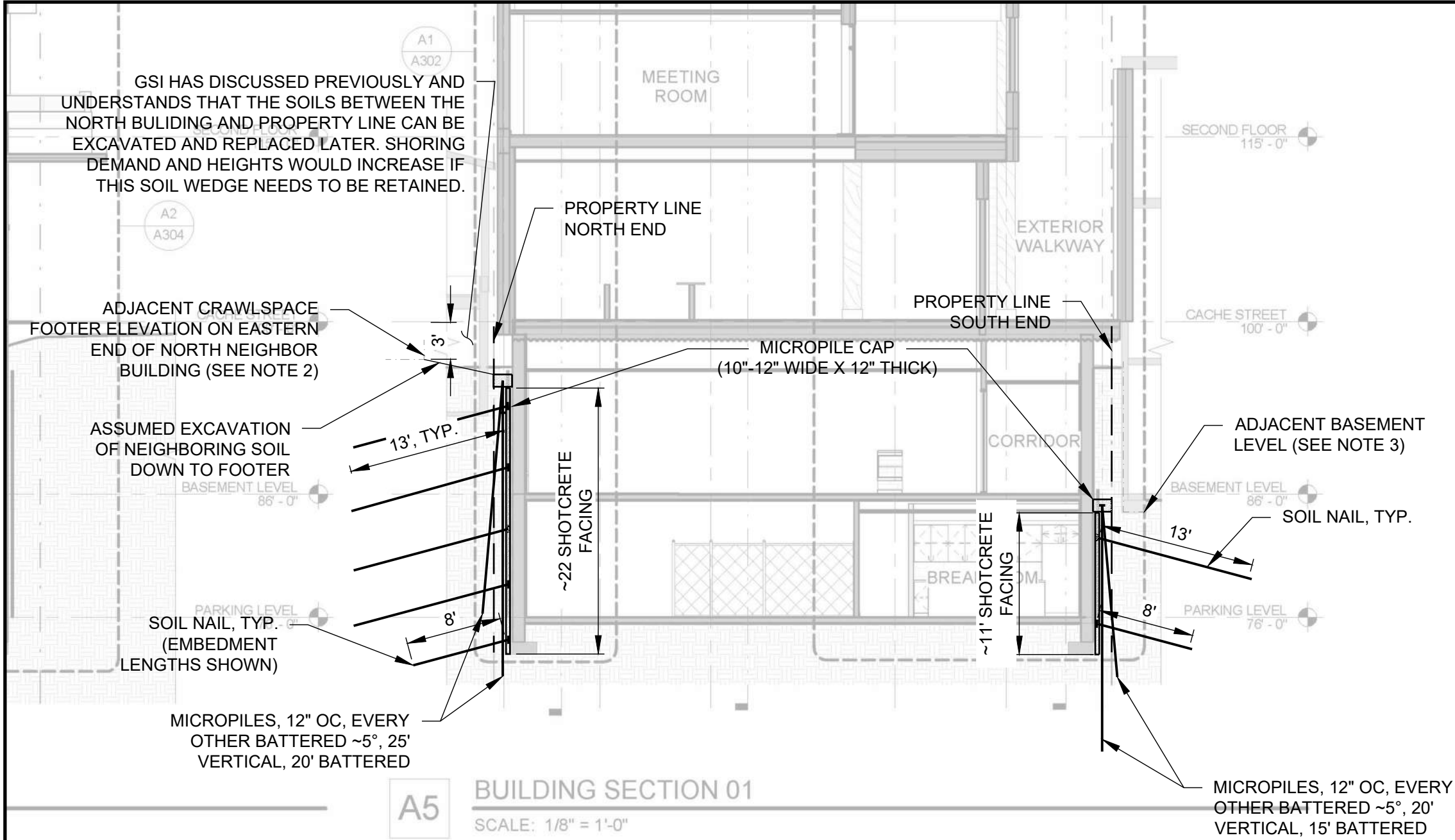
PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: SECTION VIEWS - N & S				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-07



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- NOTES:
- ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 - NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWLSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.
 - GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWINGS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.
 - ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE AT LEAST 1.5'-2' FROM EDGE OF ADJACENT FOOTER (BACK OF MICROPILE CAP) TO FRONT OF SHOTCRETE. GEOMETRY AND CONDITIONS OF THE ACTUAL FOUNDATION COULD IMPACT THE DESIGN.

A SECTION VIEWS - N & S - EASTERN

SCALE: 1:10

IFP

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP
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PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: SECTION VIEWS - N & S (CONT.)				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-08



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INSTALL MICROPILES AND CAP,
THEN EXCAVATE FIRST SOIL
NAIL LIFT

ADJACENT BASEMENT
LEVEL

1000-1500 PSF

~500 PSF

MICROPILE CAP

~4'-5' EXCAVATION

A PHASE 1
SCALE: 1:5

INSTALL FIRST ROW OF SOIL
NAILS AND SHOTCRETE,
THEN EXCAVATE FOR
SECTION SOIL NAIL ROW

1000-1500 PSF

500-1000 PSF

MICROPILE CAP

4'-5' SHOTCRETE
FACING

~5'-6' EXCAVATION

A PHASE 2
SCALE: 1:5

INSTALL NEXT ROW OF SOIL
NAILS AND SHOTCRETE,
CONTINUE EXCAVATION AND
SOIL NAIL INSTALLATION AS
NEEDED.

NOTES:

1. GSI HAS ASSUMED FOUNDATION
LOADS FOR THE ADJACENT BUILDINGS
THUS FAR IN THE DESIGN PROCESS. IF
FOUNDATION LOADS ARE PROVIDED
WE CAN RE-EVALUATE THE DESIGN.

1000-1500 PSF

500-1000 PSF

MICROPILE CAP

SHOTCRETE FACING (FULL
EXCAVATION FACE ULTIMATELY)

SOIL NAIL, TYP.

~15'-18'

A PHASE 3
SCALE: 1:5

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

SECTION VIEWS - N & S - SHORING PHASES

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

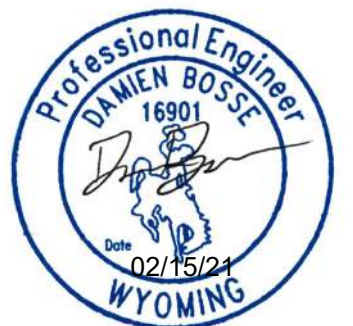
200---WY01

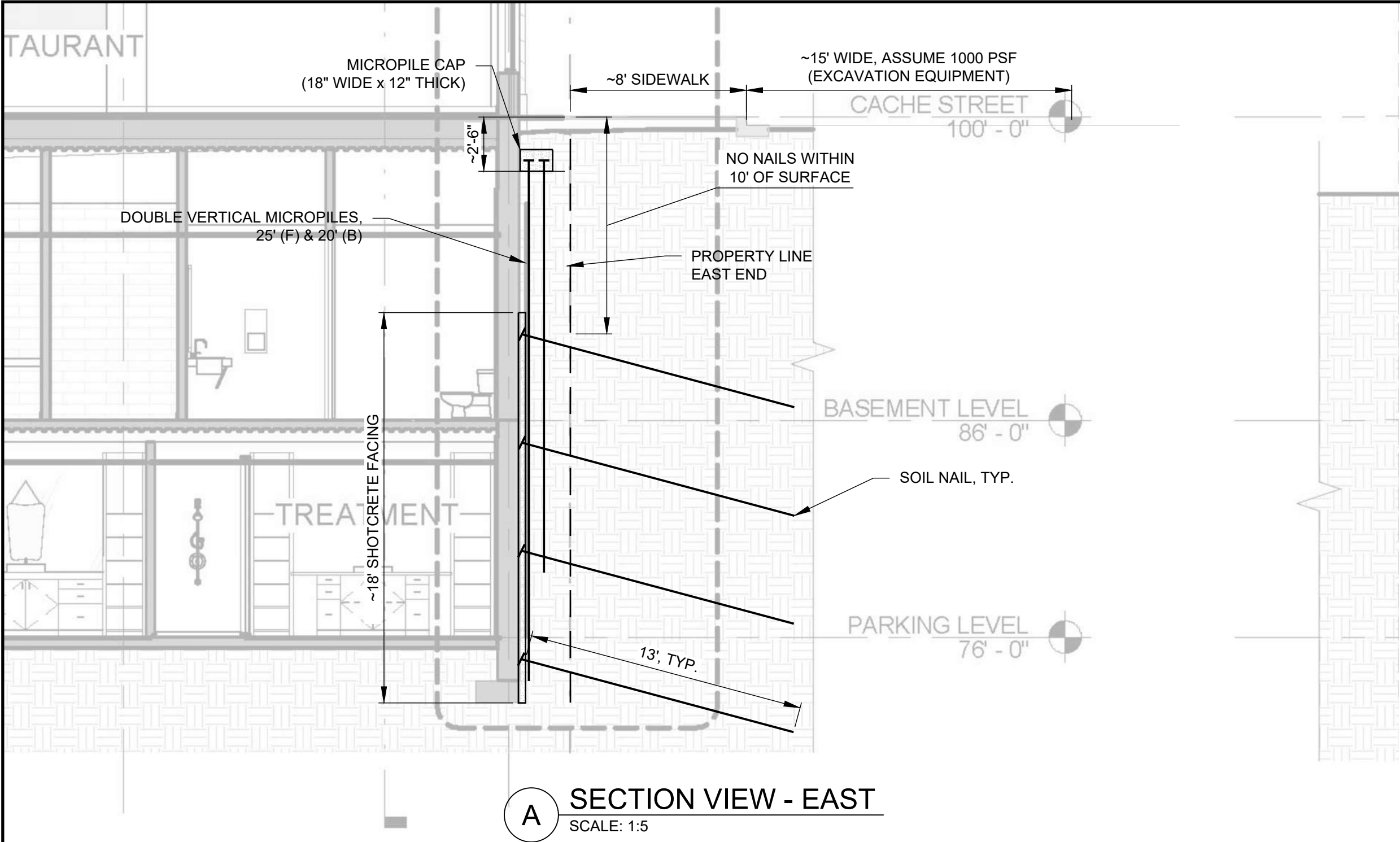
SHEET

C-09



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- NOTES:
- ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 - PHASES OF WORK FOR THE EAST SIDE:
 - PHASE 1 - INSTALL DOUBLE VERTICAL PILES
 - PHASE 2, EXCAVATE DOWN TO 13'-14' BELOW GRADE, INSTALL FIRST ROW OF NAILS AT ABOUT 10'-11' DEEP AND INSTALL FIRST BAND OF SHOTCRETE
 - PHASE 3,4,ETC. - EXCAVATE 5 FT BANDS AS NEEDED AND INSTALL NAILS AND SHOTCRETE TO REACH BOTTOM OF EXCAVATION.
 - ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE 2' - 2.5' FROM BACK OF MICROPILE CAP TO FRONT OF SHOTCRETE WALL.

IFP

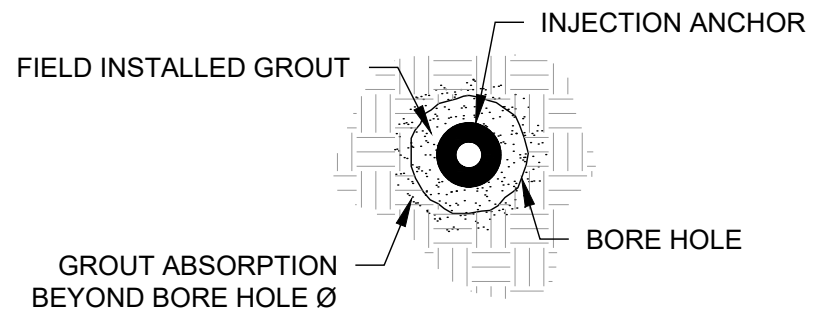
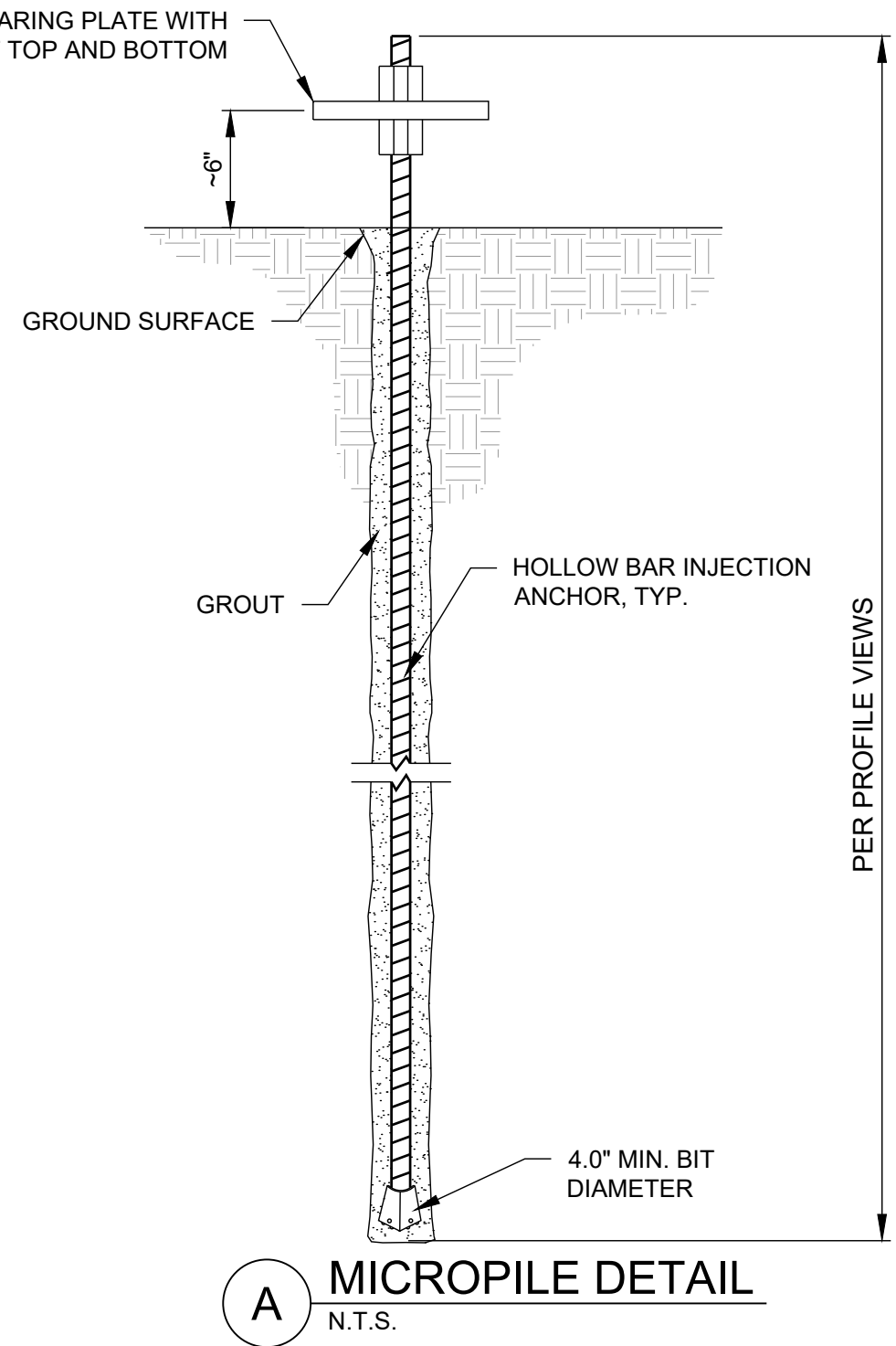
SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP
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PROJECT NAME: <i>HOTEL JACKSON - PHASE 2</i>				
SHEET TITLE: <i>SECTION VIEW - EAST</i>				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-10

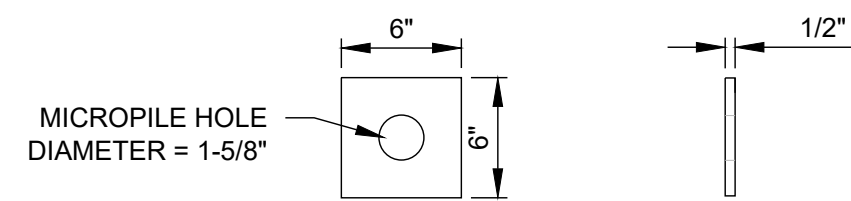


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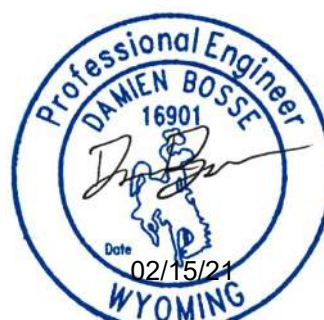
B MICROPILE SECTION
N.T.S.

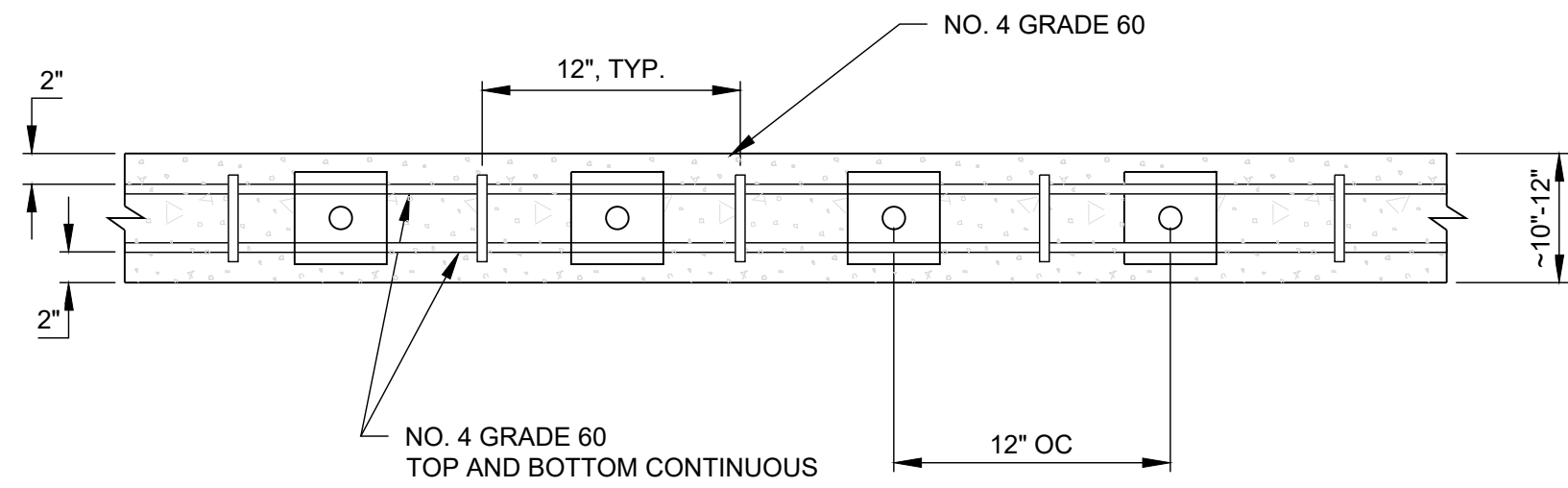


C MICROPILE BEARING PLATE
N.T.S.

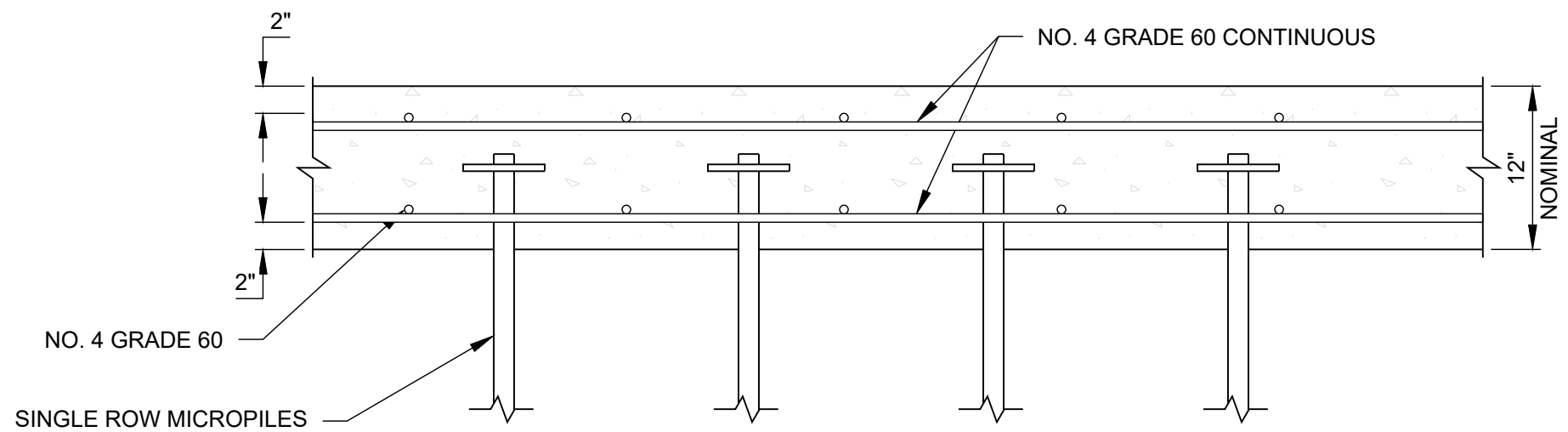
IFP

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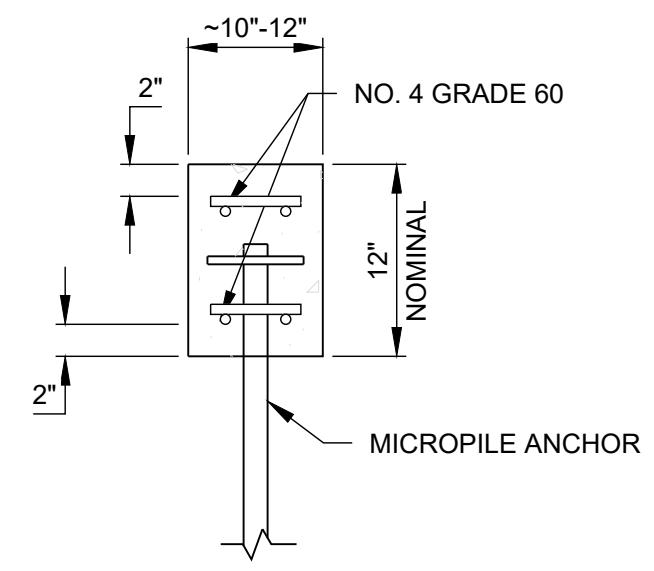
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DATE	DESCRIPTION	NO	HOTEL JACKSON - PHASE 2				
04/02/2020	ISSUED FOR REVIEW	IFR 1					
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2					
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3					
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP					
			SHEET TITLE:				
			MICROPILE ANCHOR DETAILS				
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			NFD	DEB	02/15/21	200---WY01	C-11
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TOP VIEW



FRONT VIEW



SIDE VIEW

A SINGLE ROW MP DETAIL
N.T.S.

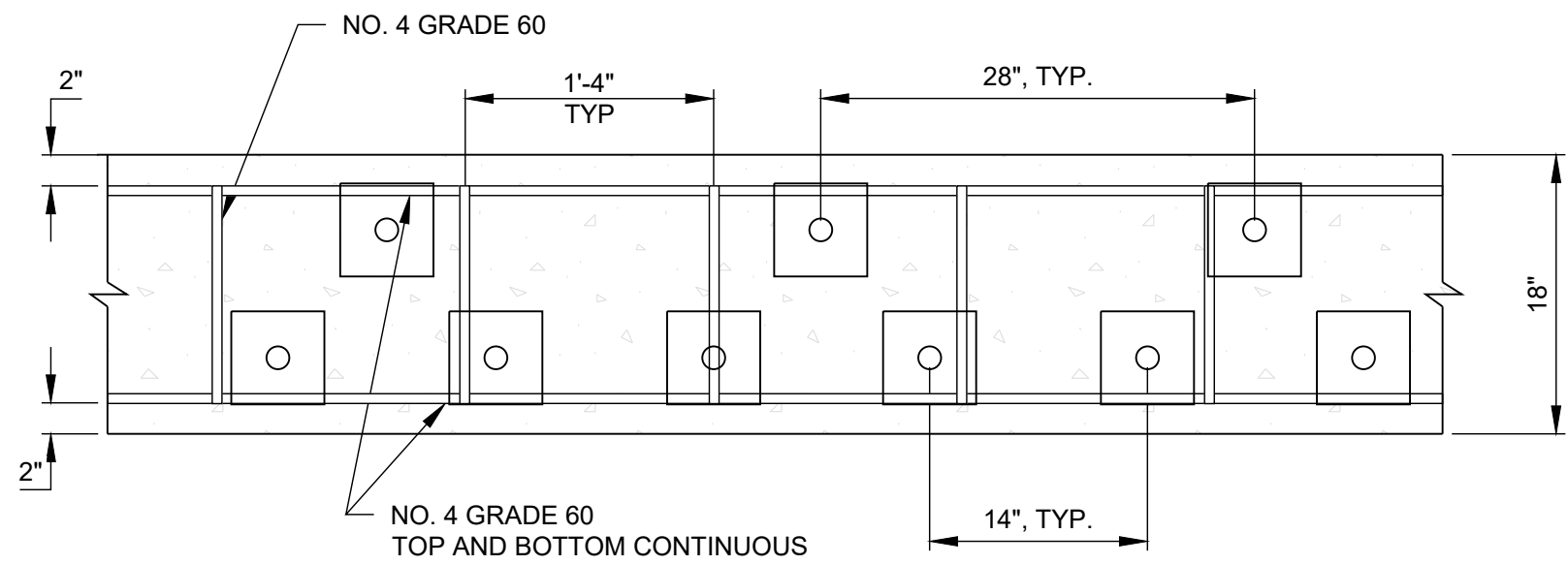
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SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

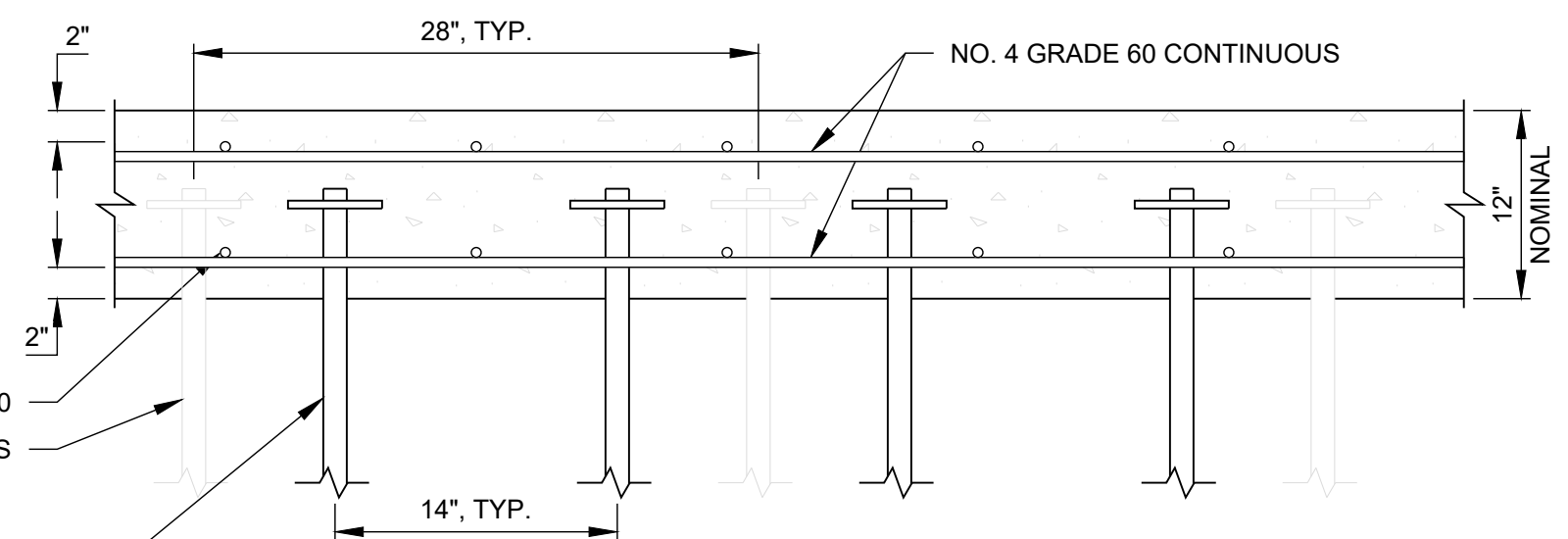
PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: SINGLE ROW MICROPILE DETAILS				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-12

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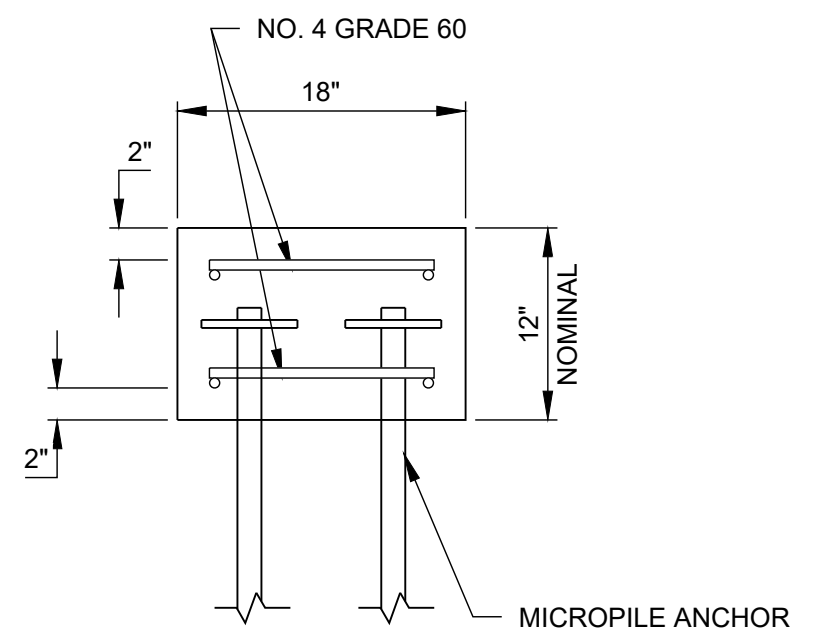
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TOP VIEW



FRONT VIEW



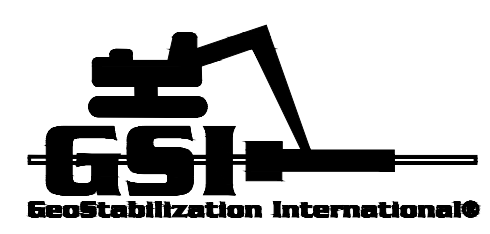
SIDE VIEW

A DOUBLE ROW MP DETAIL
N.T.S.

IFP

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: DOUBLE ROW MICROPILE DETAILS				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-13

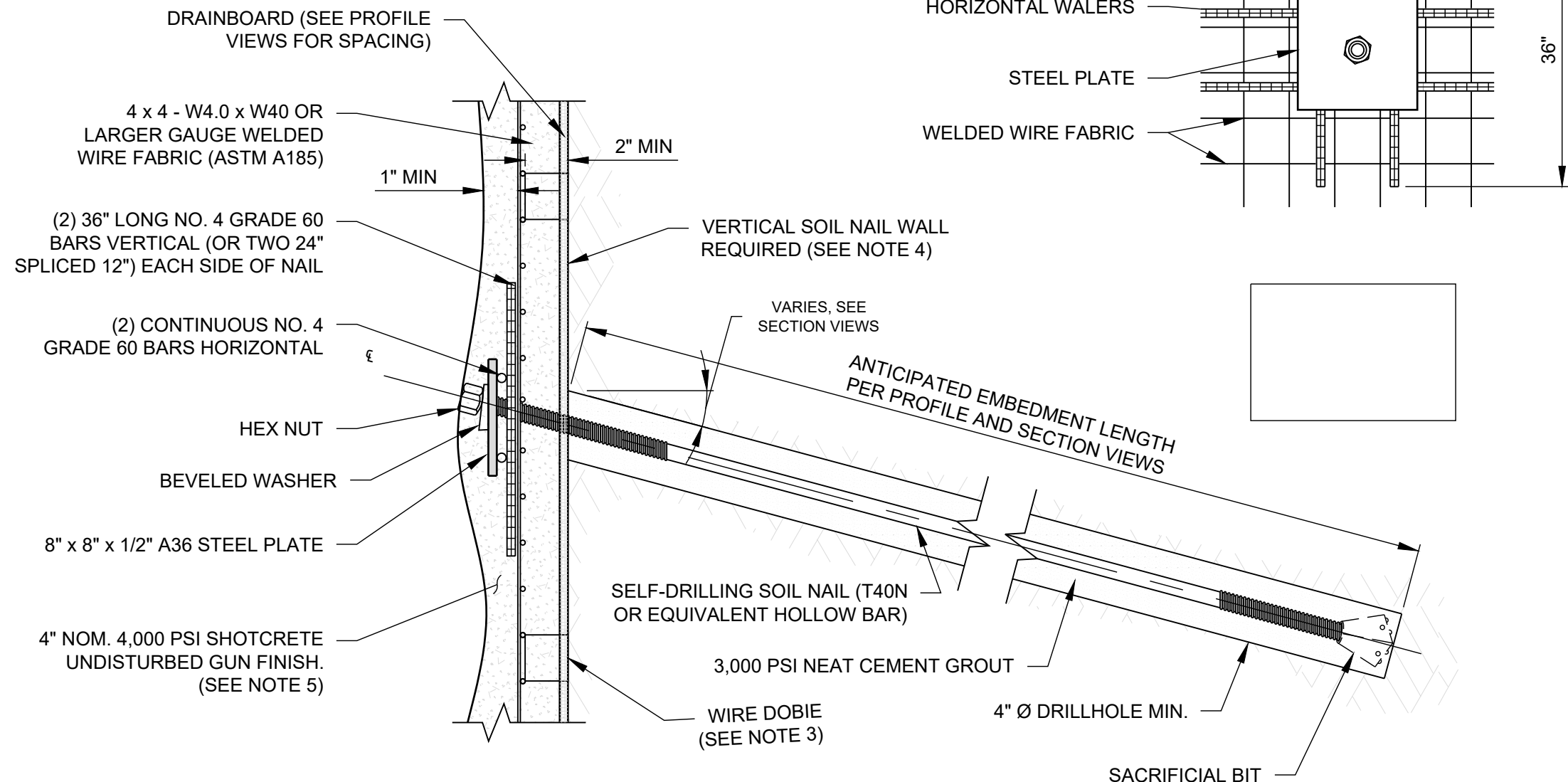


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Professional Engineer
DAMIEN BOSSE
16901
Date 02/15/21
WYOMING

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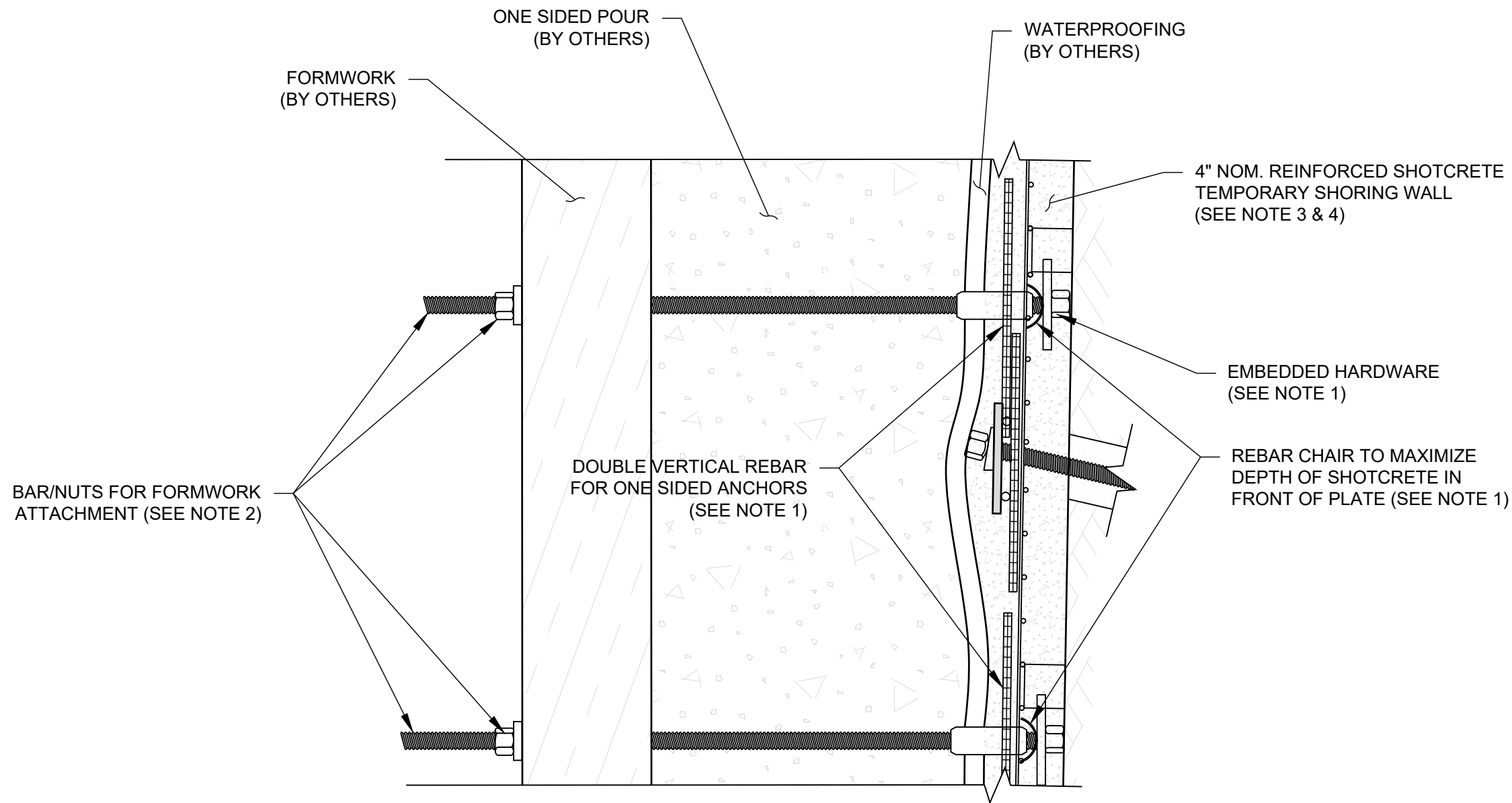


- NOTES:
- LAP SPLICE LENGTH (ACI 318):
 - NO. 4 REBAR - 24" MINIMUM
 - NO. 5 REBAR - 30" MINIMUM
 - WELDED WIRE FABRIC TO HAVE A MINIMUM OF 2 SQUARES OVERLAP (ACI 318).
 - 2" CONCRETE DOBIES OR EQUIVALENT SHALL BE USED TO ENSURE SUFFICIENT CONCRETE COVER. 2 TO 3 DOBIES PER 5'X10' SHEET OF MESH IS TYPICAL. VARY AS NECESSARY ACCORDING TO SITE CONDITIONS.
 - VERTICAL SOIL NAIL WALL NEEDED TO MINIMIZE WALL FOOTPRINT AND ENSURE TOE OF WALL DOES NOT ENCROACH ON PLANNED BUILDING FOUNDATIONS. USE STRING LINE, LASERS, ETC. AS NEEDED TO ENSURE VERTICALITY. GSI WILL RELY ON GENERAL CONTRACTOR TO PROVIDE SURVEYING AS NEEDED.
 - SHOTCRETE TO BE MINIMUM 2" BEHIND MESH, 1" COVERING MESH, AND FLUSH WITH EDGE OF HEX NUT TO SATISFY STRUCTURAL AND TEMPORARY SHORING REQUIREMENTS. STRUCTURAL WALL CONCRETE TO MAKE UP THE DIFFERENCE IF EXCAVATION DIFFICULTIES OR FALLOUT CAUSE THE WALL TO BE SET BACK (SEE SHEET C-15 FOR MORE DETAIL). IF WATERPROOFING OR INSULATION REQUIRE A "RELATIVELY FLAT" WALL GSI CAN PROVIDE UPDATED ESTIMATE TO ACCOUNT FOR ADDITIONAL MATERIAL AND LABOR COSTS.

A **SOIL NAIL DETAILS**
N.T.S.

IFP

SHEET REVISIONS			PROJECT NAME: HOTEL JACKSON - PHASE 2					 GeoStabilization International®							
DATE	DESCRIPTION	NO													
04/02/2020	ISSUED FOR REVIEW	IFR 1	SHEET TITLE: SOIL NAIL DETAILS					Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com							
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2													
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3													
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP													
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- NOTES:
1. EMBEDDED HARDWARE TO INCLUDE 6X6 STUDDED (2") PLATES, HEX NUT, SHORT NO. 6 BAR SECTION, AND COUPLER. STUDDED PLATE CAN BE TIE-WIRED TO REBAR CHAIRS PLACED BEHIND THE MESH. TIE-WIRE 2 VERTICAL REBARS ON FRONT OF MESH OVER PLATE. COUPLER TO STICK OUT PAST ROUGH GUN FINISH SHOTCRETE FACE. TAPE OVER EXPOSED COUPLER END PRIOR TO PLACING SHOTCRETE.
 2. BAR AND NUTS WILL BE PROVIDED BY GSI BUT WILL BE INSTALLED BY OTHERS DURING FORMWORK INSTALLATION.
 3. SHOTCRETE TO BE MINIMUM NEEDED TO HAVE MINIMUM 2" BEHIND MESH, 1" COVERING MESH, AND FLUSH WITH EDGE OF HEX NUT. STRUCTURAL WALL CONCRETE TO MAKE UP THE DIFFERENCE IF EXCAVATION DIFFICULTIES OR FALLOUT CAUSE THE WALL TO BE SET BACK. IF WATERPROOFING OR INSULATION REQUIRE A "RELATIVELY FLAT" WALL GSI CAN PROVIDE UPDATED ESTIMATE TO ACCOUNT FOR ADDITIONAL MATERIAL AND LABOR COSTS.
 4. SHOTCRETE COVERING FOR EMBEDDED ONE-SIDED ANCHORS TO BE 3-3.5" THICK FROM PLATE TO SURFACE OF SHOTCRETE.

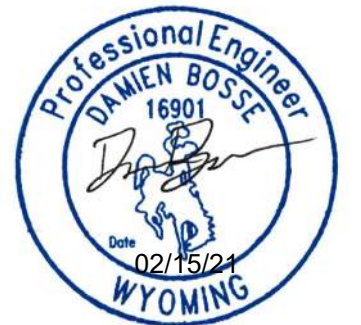
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SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP
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PROJECT NAME: <i>HOTEL JACKSON - PHASE 2</i>				
SHEET TITLE: <i>ONE-SIDED FORMING DETAILS</i>				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-15



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Contact List – Local Business Distribution List

Entity: Town of Jackson
Address: 450 W Snow King Avenue
Contact: Brian Lenz
Phone: 307-739-4547
Email: townengineering@jacksonwy.gov

Entity: St. Johns Episcopal Church
Address: 170 N. Glenwood
Contact:
Phone:
Email:

Entity: Skinny Skis
Address: 85 W. Deloney Ave
Contact: Taylor Hall
Phone: 307-733-6094
Email: taylor@skinnyskis.com

Entity: American Legion Jackson Hole
Address: 190 N. Cache Street
Contact:
Phone: 307-733-7462
Email:

Entity: Teton Mountaineering
Address: 170 N. Cache Street
Contact: Michael Keating
Phone: 307-733-3595
Email: miked@tetonmtn.com

Entity: Mangelsen Images of Nature Gallery
Address: 170 N. Cache Street
Contact: Dana Turner
Phone: 307-733-9752
Email: dturner@mangelsen.com

Entity: Liberty Burger
Address: 160 N. Cache Street
Contact: Joe Rice
Phone:
Email:

Entity: The Merry Piglets
Address: 160 N. Cache Street
Contact: Joe Rice
Phone:
Email:

Entity: SUDA
Address: 140 N. Cache Street
Contact: Dusty
Phone:
Email:

Entity: Moes Original BBQ
Address: 140 N. Cache Street
Contact: David Fogg
Phone: 859-312-6079
Email: dfogg@moesoriginalbbq.com

Entity: Berkshire Hathaway
Address: 130 N. Cache Street
Contact: Kurt, Jennifer, Kelly
Phone: 307-733-4339
Email: owners@bhhsjacksonhole.com

Entity: The Bunnery
Address: 130 N. Cache Street
Contact: Shauna DuPont
Phone: 307-599-4032
Email: shauna@bunnery.com

Entity: JC Jewlers
Address: 130 N. Cache Street
Contact: Jan Case
Phone: 307-733-5933
Email: info@jcjewlers.com

Entity: Hand Fire Pizza
Address: 120 N. Cache Street
Contact: <MANAGER>
Phone: 307-733-7199
Email: howdy@handfirepizza.com

Entity: Jackson Drug
Address: 15 E. Deloney Ave
Contact: Jessica Gill
Phone: 307-201-1275
Email: milkshake@jacksondrug.com

Entity: Five and Dime General Store
Address: 75 N. Cache Street

Contact: Steve Sykes
Phone: 307-249-5005
Email: fivedimejackson@gmail.com

Entity: Local
Address: 55 N. Cache Street
Contact: Josh Hirschmann
Phone: 307-201-1717
Email: josh@localjh.com

Entity: The Cowboy Bar
Address: 25 N. Cache Street
Contact:
Phone:
Email:

Entity: Jackson Trading Company
Address: 25 W. Broadway
Contact: Sean Love
Phone: 307-733-5714
Email: Sean@jtcjh.com

Entity: The Wort Hotel / Silver Dollar Bar
Address: 50 N. Glenwood
Contact: Debra Olson
Phone: 307-733-2190
Email: debolson307@gmail.com

Construction Management Plan – *DENIED*

B19-0393

ADDRESS: 135 N Cache (Hotel Jackson Phase 2)

OWNER: Stage Stop, Inc.

APPLICANT: Wapiti Corp – John Kemp

3/9/2021

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 2/23/2021

DATE OF MATERIALS: 2/23/2020 Letter/Plan; 2/15/2021 Shoring

REVISION NO.:01

The engineering division has reviewed your application for a **CONSTRUCTION MANAGEMENT PLAN** submitted on and with application materials as dated above.

REASONS FOR DENIAL

1. **[3/9/2021 Complete].**
2. The proposed plan calls for the occupation of two parking spaces. ~~Revise the plan to include at least an additional space on each side of the pull through construction area or provide a gate that allows for backing in.~~ Include a vehicle turn model to demonstrate that adequate parking spaces are considered for access to the site. Arrows on the plan indicate that at least two spaces will be needed. ~~Note, plan does not provide adequate room for a concrete truck and pumper on Cache.~~ **[3/9/2021] Narrative needs updated to reflect the number of spaces required. Revise plan to show parking spaces that will be used to enter and leave the construction area, it appears at least two on each end will be required. For Demolition and excavation when known quantities of trucks will be used include the parking spaces required for their staging. Include no parking signs on the plans. Unless it can be demonstrated that the 8.5 feet parking isle is adequate, revise plan to show which spaces will need to be closed on the east side of Cache to accommodate lane shifts and a possible pedestrian diversion.**
3. **[3/9/2021 Complete].**
4. The likelihood of needing to close part of a travel lane at some point in the project is high. Include a plan with traffic control that allows for a lane shift. **[3/9/2021] Town and WYDOT review of the proposed lane shift plan utilizing flaggers is not acceptable for the traffic volume. Provide more detailed and scaled information regarding the use of the PROW. Field measurements from the west PROW line approximately: 8.5' boardwalk and Curb; 8.5' Face of curb to fog line (west side), 12.75' to center line, 12.75' to Fog Line (east side) 8.5 feet to face of curb. This is roughly 42.5' curb to curb. Typical dump trucks are about 8 feet wide, concrete barriers are about a foot to 1.5 feet wide at their base. Concrete pump trucks require 8-12 feet for a setup if they don't use the roadside outriggers. Excavators**

- that can reach 26 feet typically have a base of at least 12 feet. Based on this information it does not appear feasible to do work solely within the parking isle without encroaching into the travel lanes. Provide scaled drawings of the staging site in the right of way that can realistically accommodate all of the equipment needed to construct the building, excavators, pump trucks, cranes, dump trucks, concrete trucks, loaders, semis, side dumps, etc. If special smaller than usual equipment is to be used please provide specific information on the equipment include make, model, and dimensions. Consult MUTCD Part 6 Chapter 6H or the WYDOT Traffic Control For Roadway operations on warning signs for lane shifts and work in the traveled way. The goal of this plan is to accurately depict the space required and use of the right-of-way and site so that once construction commences it commences according to plan, thus minimizing delays to the project and not adjusting the plan in the field.
5. Provide the distribution list for local businesses called out as attached. Town considers all of the properties on the block and adjacent to the block reasonable contacts for the project. Use the list to create an email contact list and email the contacts regarding the project, schedule, and impacts. Include townengineering@jacksonwy.gov as a contact on the list. **[3/9/2021] No Gaslight Alley businesses are listed in the contacts. An email regarding the project including the construction management plan needs to be sent prior to issuance of the demolition or building permit.**
 6. **[3/9/2021 Complete].**
 7. Include details and information regarding the type and materials proposed for the construction barrier. Demonstrate its compliance with the Manual for Assessing Safety Hardware (MASH). **[3/9/2021] provide details, makes, models of the proposed composite barriers.**
 8. Show that the proposed gates do not interfere with traffic or pedestrian travel. **[3/9/2021] The southern gate closes off the east entrance to the upstairs units of Gaslight Alley. It is not clear how the gates will clear the curb or how the curb.**
 9. Include "Use Other Side" with arrows for the sidewalk closure signs. **[3/9/2021] Revise the plan to show the actual signs proposed and not a "YIELD" sign. Indicate where signs will be located (at the intersections) if that is not where they are shown on the plans. Add "Sidewalk Closed" signs at the closure. See MUTCD Figure 6H-28.**
 10. Provide the written agreements to use the adjacent properties for cranes and staging. **[3/9/2021] Emails received from St. John's church that agreements are forthcoming.**
 11. Include a note on the plans that Public Right-of-Way permits are required for use of the Town's alley for construction activities.
 - 12.** Add signage to the plan that states the Gaslight Alley businesses are open during construction. Place at the corners and at the closure where it crosses the sidewalk on the north side. **[3/9/2021] Provide more details on this sign.**
 - 13. [2021/03/09] Update the proposed construction schedule. Given challenges in working off of dates, duration of process is helpful and dynamic.**

14. [3/9/2021] Include concrete washout devices and process for within the right-of-way. Washout to the curb and gutter is not allowed.
15. [3/9/2021] Provide information on whether or not the curb and boardwalk will remain or be removed for the duration of the staging.
16. [3/9/2021] Include clarification as to why the alley access cannot be used.
17. [3/9/2021] Address how traffic control will be maintained during winter months with snow removal.
- 12-18. [3/9/2021] Include any revisions required by Town Council.

**TOWN OF JACKSON
ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT ("Agreement"), by and between Stage Stop, Inc., with an address of PO Box 1677, Jackson, WY, 83001, hereinafter referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as "Town," together "Parties," provides as follows:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 135 North Cache Street

Location: Lot 8, Block 7, Jackson; LOT 8, BLK. 7, JACKSON (MOS T-28M) & N 35' LOT 12, LOT 13, BLK. 7, JACKSON (MOS T-28M)

PIDN: 22-41-16-28-4-09-002

WHEREAS, the Town is the owner of that certain public rights-of-way known North Cache Street, MOS T-28M, Plat 0100, which public right of way adjoins Encroaching Party's property; and

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas for the installation of a temporary soil nail shoring system during the construction of a building on the Encroaching Party's property. The shoring system consists of micropiles and reinforced shotcrete walls within the property; extending from the surface to approximately 27 feet below the surface on all sides, and anchored with Soil Nails (defined as hollow steel bars encapsulated in grout) that extend an additional 8-13 feet beyond the wall into adjacent properties as shown on the attached plans, as set forth in Exhibit A (hereinafter "Encroaching Property") hereto for, further that:

1. Subsurface placement of approximately 48 "Soil Nails" in the east wall, (none of which are to be installed within 10 feet of the surface at the wall) is proposed; and
2. Said reinforced shotcrete walls are temporary and designed to be abandoned in place, provided that the reinforced shotcrete walls may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction of the building on Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the shotcrete wall or any reinforcing installed by or on behalf of Encroaching Party will be borne by the Town; and
3. Said Soil Nails are designed to be abandoned in place and remain as an encroachment into the subsurface areas of the rights-of-way as described above following completion of construction, provided, however, that the Soil Nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way, or any public utilities located therein, following completion of construction of the building on Encroaching Party's property, provided, further, that any additional costs incurred by the Town as a result of the presence of the Soil Nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town; and

WHEREAS, on March 15, 2021 the Jackson Town Council voted to approve the Mayor to sign an Encroachment Agreement between the Town and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and Town Engineer and the following conditions:

1. Encroaching Party shall obtain an issued Grading Permit for the Encroaching Property including shoring plans and design calculations prepared and stamped by a professional engineer licensed in the state of Wyoming.
2. Prior to Grading Permit issuance, encroachment requires an executed WYDOT M-29 Permit.
3. Prior to Grading Permit issuance, Encroachment requires Town Council Approval and executed Encroachment Agreement.
4. Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
5. Encroaching Party is responsible for all Teton County Clerk recording fees.
6. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the permanent stability of the building on Encroaching Party's property. A

Removal Fee of \$50 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by Encroaching Party as part of the Grading Permit.

7. Permittee shall “pot hole” the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit for utilities within the PROW.
8. As part of the Grading Permit, Encroaching Party must provide a cost estimate for the excavation, shoring installation, construction, backfill of the foundation back to grade providing permanent stabilization of the excavation, and restoration of the right-of-way as well as the installation and maintenance of the construction barrier (“Restoration Costs”).
9. As part of the Grading Permit, Encroaching Party must post a financial assurance in the amount of 125% of the Restoration Costs that complies with Town of Jackson Land Development Regulation 8.2.11. Said bond shall be held until the excavation is backfilled and permanently stabilized and the full use of the PROW restored.
10. The engineer or record shall provide a soil nail and micropile testing protocol to verify that design assumptions and design criteria are complied with during construction.
11. Special inspections and tests shall be performed by the engineer of record during installation of the Encroaching Property. The approved geotechnical report and the construction documents prepared by the registered design professionals shall be used to determine compliance. Prior to the Town Engineer’s Final Inspection Encroaching Party must provide the Town Engineer: (i) a certification that the system has been installed according to plans and specifications, and (ii) record drawings of the shoring to document the Encroaching Property’s “as-built” location.
12. The Encroaching Property shall be temporary and may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right-of-way or any public utilities located therein following completion of construction of the building foundation and backfill, thus permanently stabilizing the excavation, on Encroaching Party’s property.
13. Encroaching Party shall remove all Encroaching Property within the right-of-way down to four feet below the proposed top back of curb prior to backfilling.
14. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed shoring calculations, plans, and specifications to objectively determine whether each technical report or document adequately addresses and characterizes the geological and structural parameters and assumptions, consistent with concerns with design principles and practices in use at this time. If the Town chooses to hire a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
15. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the Encroaching Property. If the Town hires a consultant, Encroaching Party must pay for all costs of said consultant, and prior to issuance of a Grading Permit provide financial assurance pursuant to LDRs 8.2.11 for these costs.
16. Prior to issuance of a Grading Permit, Encroaching Party, and its general contractor and shoring sub-contractor, must each provide commercial general liability insurance policies of one million dollars, the Town and any its consultants shall be listed as an additional insured on the policies.
17. Prior to issuance of a Grading or Building Permit, written agreements with adjacent landowners for encroachment of the shoring system onto their properties shall be provided to the Town.
18. Expiration of the Agreement: Agreement shall become invalid unless a Grading Permit is issued for the Encroaching Property within 180 days of the execution of the Agreement or the work on the site authorized by the Grading Permit is commenced within 180 days after its Issue Date, or if work authorized on the site by such Permit is suspended or abandoned for a period of 180 days after the work is commenced. The Town is authorized to grant in writing, one or more extension of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED 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 good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

Encroaching Party acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the afore-referenced public right-of-way now or hereafter.

2. AGREEMENT TO ALLOW ENCROACHMENT:

In consideration of Encroaching Party's payment to the Town of the sum of, \$0.00. (\$50.00 per nail within 10 feet of the surface at the retaining wall X 0 nails) (the "Removal Payment"), which amount shall be paid with the Grading Permit, nonrefundable, and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of above-noted Town rights-of-way and properties, to encroach and rest within the subsurface of the Town rights-of-way and properties, it being acknowledged and agreed that such subsurface use constitutes a use of the Town rights-of-way area for a purpose not inconsistent with standard construction practices, provided, however, that no permanent Soil Nails will be placed below the surface of the rights-of-way and properties and that those nails within 10 feet of the surface at the retaining wall shall be covered by the Removal Payment, provided further that (a) the soil nails may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the right of way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and (b) any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town in consideration of the Removal Payment made as described above. Completion of construction of said building shall be deemed to have occurred upon the completed backfill of the foundation.

The Encroaching Party shall submit to the Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

3. RIGHT TO MAINTAIN:

Intentionally deleted.

4. RELEASE OF CLAIMS:

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town right-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. In elaboration of the foregoing, Encroaching Party hereby expressly authorizes the Town, acting through its contractors and agents, to disturb, damage or remove the Encroaching Property in connection with the above-described work activity at any time following completion of the building being constructed on Encroaching Party's property. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

5. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify, defend, and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns in ownership.

7. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Encroaching Property is removed partially or in its entirety. Removal of Encroaching Property, or any portions thereof, shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional right-of-way. Following completion of the building being constructed on Encroaching Party's property as defined in Section 2, no notice of removal is required. Upon extension, removal, or destruction of the Encroaching Property partially or in its entirety, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

8. NO THIRD-PARTY BENEFICIARY:

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

10. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

11. BINDING EFFECT AND SEVERABILITY:

This Agreement, including its recitals, shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.

12. RECORDING:

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming at the Encroaching Party's sole cost.

13. GOVERNING LAW AND FORUM:

This Agreement shall be construed, 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 of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

14. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

15. GOVERNMENTAL IMMUNITY:

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

16. WAIVER:

A waiver by the either party regarding the breach of any of the provisions of this Water Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement, including its Recitals, reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. ADDITIONAL DOCUMENTS AND ACTS

Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the effective date of this agreement is _____.

[signatures follow on next page]

ENCROACHING PARTY
STAGE STOP, INC.

By (print name): _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me by _____, as its property owner this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public
My commission Expires:

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor
Date:

ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Sandra P. Birdyshaw, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public
My commission Expires:

THIS DRAWING IS FURNISHED SOLELY FOR THE USE OF OR IN CONNECTION WITH THIS PROJECT AND THE PROPRIETARY INFORMATION SHOWN HEREON IS NOT TO BE TRANSMITTED TO ANY OTHER ORGANIZATION WITHOUT SPECIFIC AUTHORIZATION BY GEOSTABILIZATION INTERNATIONAL (GSI). THE DESIGN IS ONLY VALID IF CONSTRUCTED AND SUPERVISED BY GSI OR ITS AUTHORIZED SUBCONTRACTOR.

GENERAL INFORMATION:

- CONTRACTOR: GEOSTABILIZATION INTERNATIONAL "GSI"
- GSI PROJECT ENGINEER: DAMIEN BOSSE, PE
- GSI APPROVING REGISTERED ENGINEER: CAMERON LOBATO, PE, P.ENG

SAFETY

- GSI WILL GENERATE A SITE SPECIFIC HEALTH AND SAFETY PLAN THAT MUST BE REVIEWED AND SIGNED BY ALL GSI EMPLOYEES, SUBCONTRACTORS, AND VISITORS TO THE SITE.
- ALL SAFETY PLANS FOR LIFTING, HEARING, DUST CONTROL, PPE ETC. ARE IN PLACE AND WILL BE FOLLOWED ACCORDINGLY. PPE WILL INCLUDE SAFETY VEST, STEEL TOED SHOES, HARD HAT, SAFETY GLASSES, AND GLOVES.
- GSI WILL LEAD A DAILY TAILGATE MEETING TO REVIEW JOB HAZARD ANALYSIS "JHA" FOR EACH OF THE DAYS ANTICIPATED TASKS.
- THE SITE WILL BE ORGANIZED AND CLEAR OF ANY TRASH OR DEBRIS. ALL TRASH WILL BE PLACED IN A PROPER CONTAINER AND SECURED OR REMOVED AT THE END OF EACH WORK DAY.

CONTRACTOR EMPLOYEE CERTIFICATIONS:

- ACI SHOTCRETE NOZZLEMAN CERTIFICATION
- 10-HOUR OCCUPATIONAL SAFETY AND HEALTH TRAINING COURSE IN CONSTRUCTION SAFETY & HEALTH
- AMERICAN RED CROSS STANDARD FIRST AID TRAINING
- AMERICAN RED CROSS BLOODBORNE PATHOGENS TRAINING: PDT

DIVISION OF WORK:

GSI WILL PROVIDE AND INSTALL THE SPECIFIED SOILS NAILS, SHOTCRETE FACING, MICROPILES AND MICROPILE CAP PER THESE DRAWINGS

CONSTRUCTION SEQUENCE

1. EXCAVATE MICROPILE CAP TRENCH (BY OTHERS) AT CURRENT GRADE ALONG SIDEWALK AND PORTION OF NORTH PROPERTY LINE. GSI ENGINEERS OR THEIR DESIGNATED REPRESENTATIVE(S) CAN ADVISE ON EXCAVATION, AS NECESSARY.
2. INSTALLATION OF SELF-DRILLING MICROPILE ANCHORS.
 - 2.1. LAYOUT SHORING PATTERN.
 - 2.2. INSTALL ANCHOR ELEMENTS.
3. PREPARE CAP FOR CONCRETE.
 - 3.1. PLACE PLATES AND NUTS ON ANCHORS.
 - 3.2. PLACE STEEL REINFORCING WALERS.
4. PLACE CONCRETE AND TROWEL FLAT.
5. EXCAVATE (BY OTHERS) TO NEXT MICROPILE CAP ELEVATIONS AND/OR ADJACENT BUILDING FOOTER LEVELS.
6. REPEAT STEPS 1 THROUGH 4 FOR THE NORTH AND SOUTH MICROPILE CAPS.
7. EXCAVATE WORKING FACE(S) FOR SOIL NAIL WALLS IN 5' LIFTS (BY OTHERS).
8. INSTALLATION OF SELF-DRILLING SOIL NAILS
 - 8.1. LAYOUT STABILIZATION PATTERN.
 - 8.2. INSTALL ANCHOR ELEMENTS.
9. PREPARE WALL FOR SHOTCRETE.
 - 9.1. PLACE DRAIN STRIP.
 - 9.2. PLACE STEEL REINFORCING MESH WITH WALERS, PLATES, AND HEX NUTS.
10. PLACE SHOTCRETE.
11. REPEAT STEPS 7 THROUGH 10 FOR EACH EXCAVATED LIFT, AS REQUIRED.
12. CLEAN AND DEMOBILIZE FROM SITE.

INSTALLATION EQUIPMENT:

- MICROPILES AND ANCHORS WILL BE INSTALLED WITH A SUPERNAILER® MAST MOUNTED ON AN EXCAVATOR. A ROTARY PERCUSSION TOP HAMMER WILL BE UTILIZED IF NECESSARY.
- GROUT WILL BE MIXED AND PUMPED FROM A DOUBLE HOPPER GROUT PLANT UTILIZING A PROGRESSIVE CAVITY PUMP.
- SHOTCRETE WILL BE PLACED WITH A LINE PUMP.

STABILIZATION LAYOUT

- PRIOR TO GSI MOBILIZATION ANY POTENTIAL CONFLICTS: UTILITIES, RIGHT-OF-WAY LIMITS, ETC SHALL BE MARKED (BY OTHERS). POTHOLING MAY BE REQUIRED TO DETERMINE ACTUAL LOCATION(S) AND DEPTH(S) OF UTILITY(IES) AND WILL BE PROVIDED BY OTHERS AS NEEDED TO ENSURE THE SAFETY OF WORKERS AND PROTECTION OF UTILITIES.
- GSI ENGINEERING STAFF OR THEIR DESIGNATED REPRESENTATIVE(S) WILL LAYOUT THE MICROPILE ALIGNMENT WITH SURVEY ASSISTANCE FROM THE GENERAL CONTRACTOR.
- GSI WILL MARK THE LOCATIONS OF THE MICROPILES AND SOIL NAILS WITH SURVEY MARKING PAINT.
 - SPACING OF ELEMENTS WILL BE AS SHOWN HEREIN.
 - ADJUSTMENTS, AS DIRECTED BY GSI ENGINEERING STAFF, MAY BE REQUIRED TO MEET ON-SITE CONDITIONS.

STABILIZATION ELEMENTS:

THE ANCHOR ELEMENTS CONSIST OF FULLY GROUTED, PASSIVE, SELF-DRILLING SUPERNAILS®, INSTALLED IN 5 OR 10 FOOT SECTIONS. ADDITIONAL LENGTHS WILL BE COUPLED TO THE DRILL STRING AS THE ANCHOR IS ADVANCED UNTIL DESIGN DEPTH IS ACHIEVED.

- PHYSICAL PROPERTIES:
 - MINIMUM BAR YIELD WILL BE 91 KIPS.
 - BAR DIAMETER (OD/ID): 40MM/20MM
 - THREAD TYPE: WILLIAMSFORM CORP. T-THREAD (MEETS ASTM A519 OR A513)
 - BIT DIAMETER WILL BE AS SHOWN.
- DESIGN UNIT ALLOWABLE PULLOUT STRESS IS MATERIAL DEPENDENT. NAIL LENGTHS MAY BE ADJUSTED BY GSI ENGINEERING STAFF DEPENDING ON SOIL/ROCK CONDITIONS ENCOUNTERED.
- THE SUPERNAILS® WILL BE INSTALL BY INJECTING NEAT CEMENT GROUT THROUGH THE CENTER OF THE BAR DURING DRILLING; GROUT RETURN ALONG THE ANNULUS BETWEEN SOIL AND BAR WILL FLUSH CUTTINGS, PROVIDE ENCAPSULATION OF THE BAR, AND CENTRALIZE THE ANCHOR.

NEAT CEMENT GROUT MIX DESIGN

- DESIGN 28 DAY COMPRESSIVE STRENGTH = 3,000 PSI
- TARGET RANGE WATER TO CEMENT RATIO = 0.5 TO 0.6

TYPICAL GROUT MIX DESIGN (PER 5 - 94 LB. BAG MIX)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT ³)	FIELD UNIT VOLUME
WATER	235-282	3.8-4.5	28.4 - 33.7 GALLONS
CEMENT (TYPE I/II)	470	2.37	5 BAGS (94 LBS.)
TOTAL UNIT	705 - 752	6.17-6.87	--

TYPICAL GROUT MIX DESIGN(PER 94 LB. BAG)			
MATERIAL	WEIGHT (LBS.)	VOLUME (FT ³)	FIELD UNIT VOLUME
WATER	47 - 56.4	0.75 - 0.9	5.6 - 6.8 GALLONS
CEMENT (TYPE I/II)	94	0.47	1 BAG
TOTAL UNIT	141 - 150.4	1.22 - 1.37	--

FACING DRAINAGE:

PLACE GEOCOMPOSITE DRAIN STRIP AGAINST THE SOIL FACE AT THE APPROXIMATE LOCATIONS AS SHOWN. DRAIN STRIPS WILL BE CONTINUOUS AND ANY SPLICES SHALL BE MADE WITH A 1' MINIMUM OVERLAP. DRAIN STRIPS SHALL EXTEND BEYOND THE FACE OF THE SHOTCRETE AT THE DOWNHILL FACE. DRAIN STRIP DIMENSIONS AND SPACING SHOWN ON THE PROFILE VIEW.

REINFORCING STEEL:

REINFORCING STEEL WILL CONFORM TO THE FOLLOWING.

- WELDED WIRE MESH "WWM":
 - 4X4 - W4.0 X W4.0 OR LARGER GAUGE, GR 60
 - SPLICE LAP: 2 SQUARES (ACI 318)
 - SEPARATION 2" BETWEEN SOIL AND BACK OF MESH
- WALERS:
 - NO. 4, GRADE 60
 - SPLICE LAP: 18" (ACI 318).
 - 36" VERTICAL WALERS, CONTINUOUS HORIZONTAL WALER
 - SECURE WALERS TO WWM WITH STEEL TIRE WIRE

ANCHOR HEAD ELEMENTS:

- SOIL NAIL HEAD ELEMENTS AND ONE-SIDED ANCHORS CONSIST OF 8" X 8" X 3/8", GRADE A36, STEEL PLATES ATTACHED WITH HEX NUT.
- MICROPILE HEAD ELEMENTS CONSIST OF 6" X 6" X 1/2", GRADE A36, STEEL PLATES ATTACHED WITH A HEX NUT ON TOP AND BOTTOM.
- SUPERNAIL® BAR EXTENDING BEYOND THE HEX NUTS WILL BE TRIMMED USING A GAS POWERED DEMOLITION SAW OR ELECTRICAL BAND SAW.

SHOTCRETE APPLICATION:

THE WET-MIX PROCESS CONSISTS OF THOROUGHLY MIXING ALL THE INGREDIENTS, INTRODUCING THE MIXTURE INTO THE DELIVERY EQUIPMENT AND DELIVERING IT, BY POSITIVE DISPLACEMENT, TO THE NOZZLE. AIR JET THE WET-MIX SHOTCRETE FROM THE NOZZLE AT HIGH VELOCITY ONTO THE SURFACE.

SHOTCRETE WILL BE PLACED FROM THE LOWER PART OF THE AREA UPWARDS TO PREVENT ACCUMULATION OF REBOUND. THE NOZZLE WILL BE ORIENTED A PROPER DISTANCE FROM AND APPROXIMATELY PERPENDICULAR TO THE WORKING FACE SO THAT REBOUND WILL BE MINIMAL AND COMPACTION WILL BE MAXIMIZED. CARE WILL BE TAKEN THAT SHOTCRETE PROPERLY ENCASES THE REINFORCEMENT AND PREVENT VOIDS OR POCKETS FROM FORMING.

SHOTCRETE MIX DESIGN:

DESIGN 28 DAY COMPRESSIVE STRENGTH: 4000 PSI
TARGET RANGE WATER TO CEMENT RATIO: 0.4 TO 0.5
SLUMP: 3 TO 4 INCHES

TYPICAL SHOTCRETE MIX DESIGN (PER YD ³)			
MATERIAL		WEIGHT (LBS.)	VOLUME (FT ³)
AGGREGATE NO. 1	3/8" PEA	650	3.8
AGGREGATE NO. 2	CONCRETE SAND	1800	10.9
AIR	6% TOTAL	--	1.6
WATER	--	360	5.8
FLY ASH	TYPE F	150	1.1
CEMENT	TYPE I/II	750	3.8
TOTAL	--	3710	27.0

SHOTCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ACI 506.2, "SPECIFICATIONS FOR MATERIALS, PROPORTIONING AND APPLICATION OF SHOTCRETE". EXCEPT AS OTHERWISE SPECIFIED. SHOTCRETING CONSISTS OF APPLYING ONE OR MORE LAYERS OF CONCRETE CONVEYED THROUGH A HOSE PNEUMATICALLY PROJECTED AT A HIGH VELOCITY AGAINST A PREPARED SURFACE.

SHEET REVISIONS

DATE	DESCRIPTION	NO
4/02/2020	ISSUED FOR REVIEW	IFR 1
8/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

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PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

GENERAL NOTES

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

200---WY01

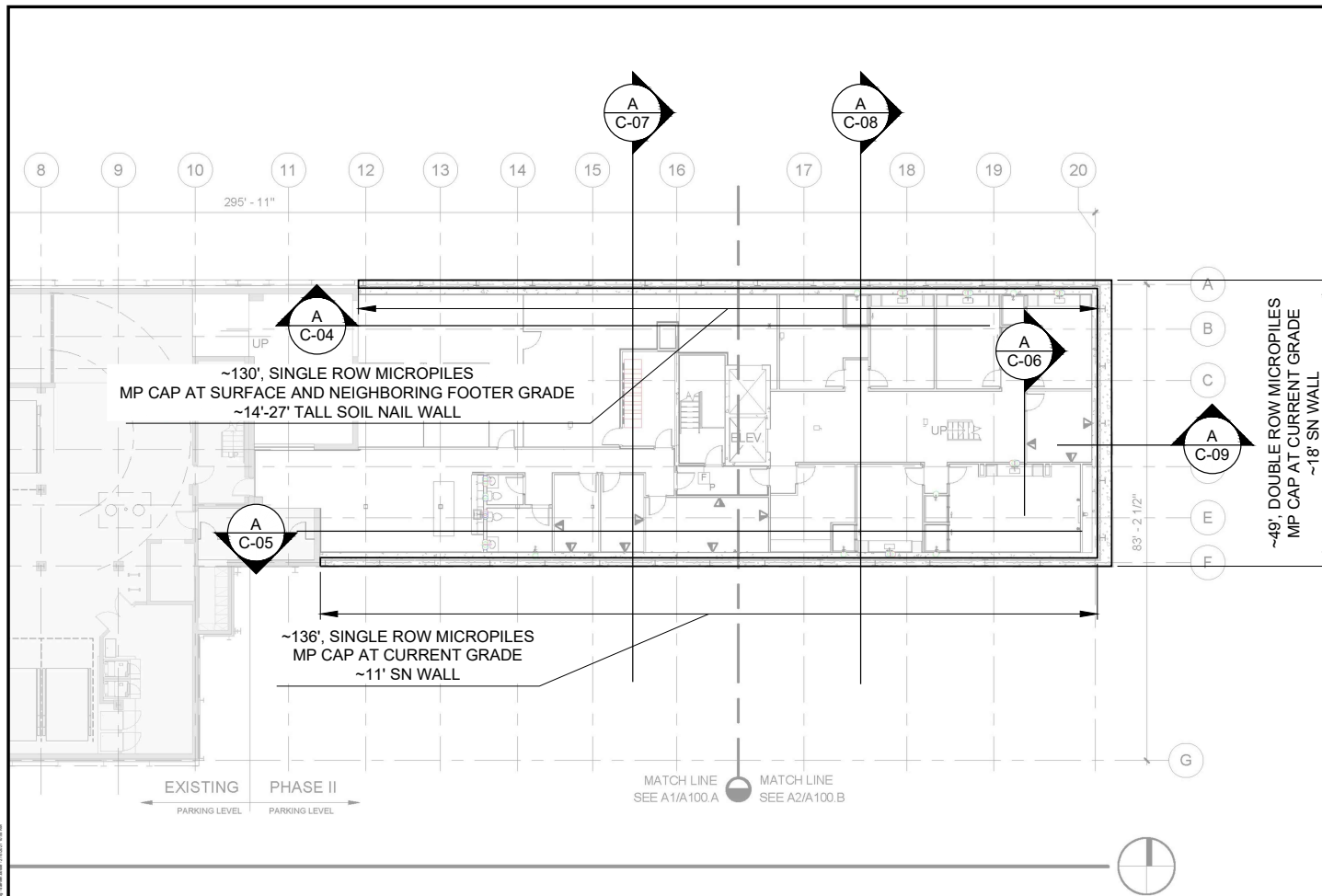
SHEET

C-02

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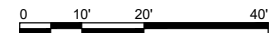
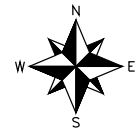


IFP



NOTES:

- ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
- THE TEMPORARY SHORING APPROACH SHOWN HERE DOES ENCROACH ON THE PLANNED BUILDING WALLS INDICATED IN THESE DRAWINGS. THIS HAS BEEN FLAGGED AND COMMUNICATED TO THE DESIGN TEAM ON PREVIOUS SUBMITTALS IN ADDITION TO THIS DRAWINGS SET. THE SHORING SYSTEM SHOWN HERE HAS BEEN OPTIMIZED TO BE AS NARROW AS CAN BE DESIGNED AND INSTALLED GIVEN THE REQUIRED DEPTHS TO BE SHORED. GSI HAS COMMUNICATED THIS AND MAINTAINS THAT THE NECESSARY SHORING CANNOT REASONABLY BE FIT BETWEEN THE GIVEN PROPERTY BOUNDARIES AND THE BUILDING FOOTPRINT AS CURRENTLY DEPICTED. SHOULD ADDITIONAL DESIGN ADJUSTMENTS BE NEEDED, FURTHER DIRECTION TO GSI WILL BE REQUIRED.



IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

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PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

SITE PLAN

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

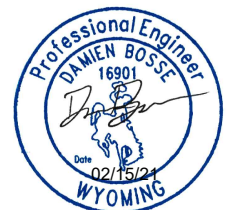
200---WY01

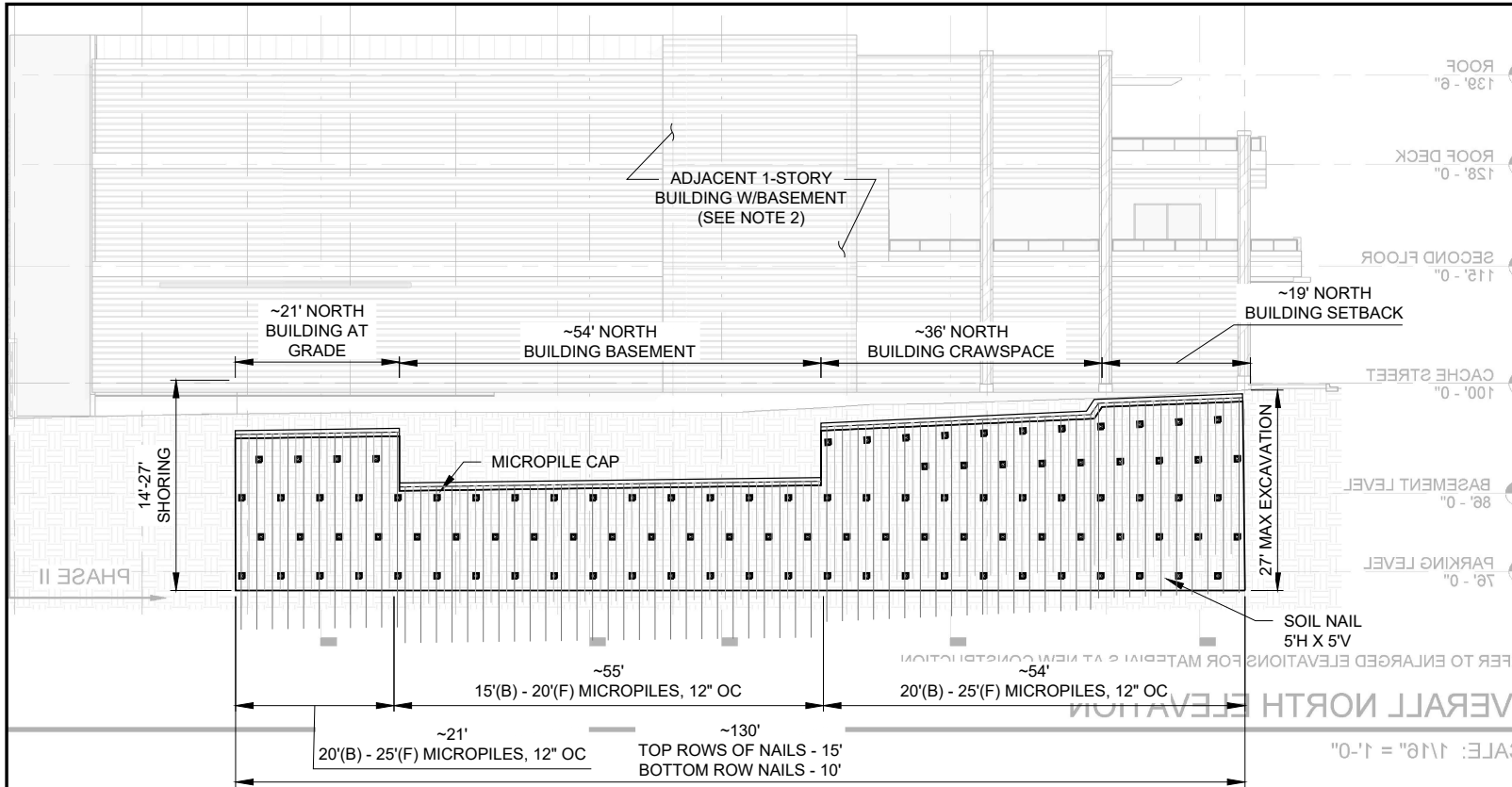
SHEET

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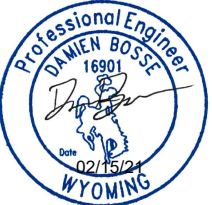


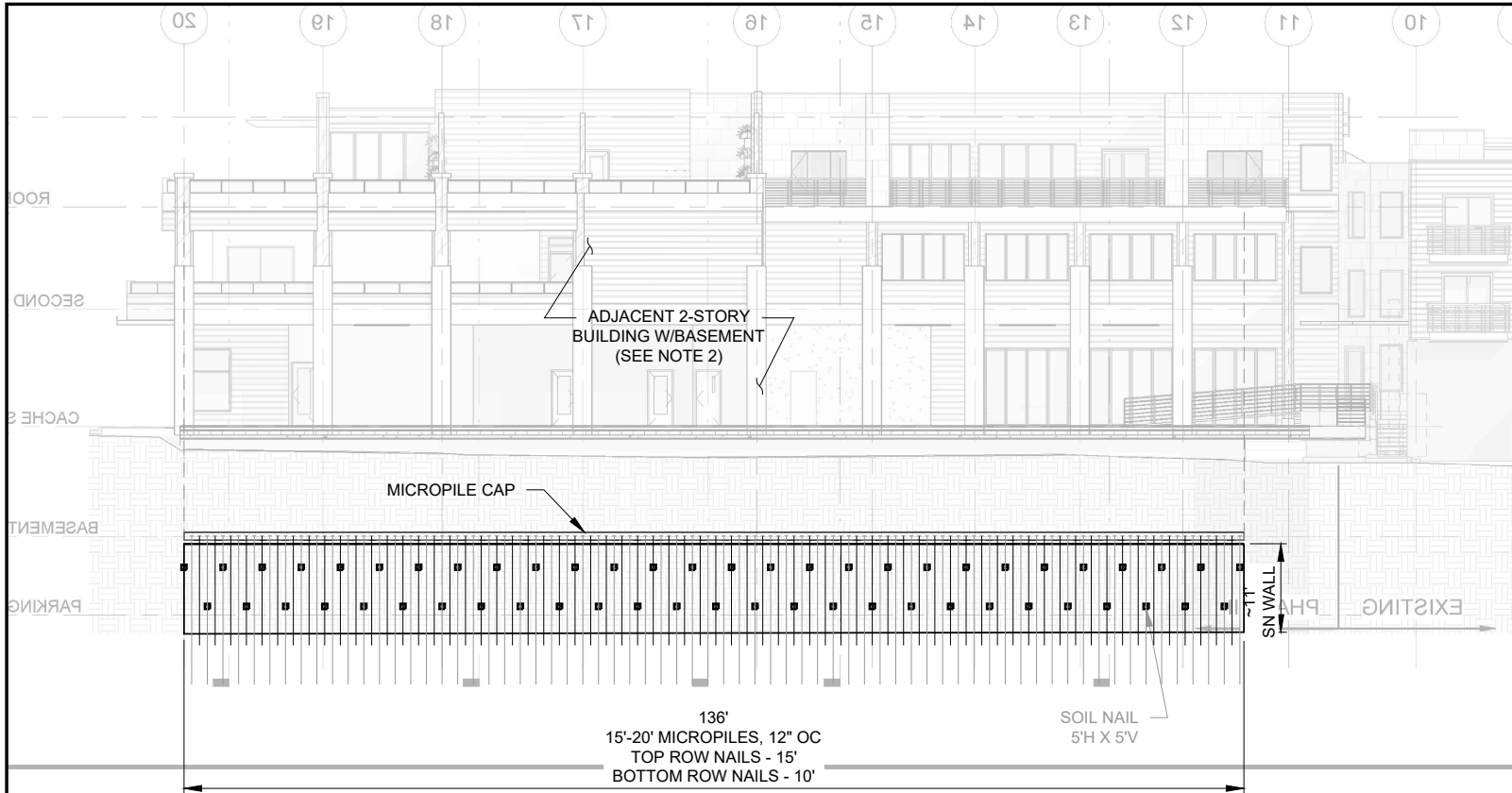


- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. BACKGROUND DRAWING SHOW ARE OF PLANNED BUILDING AND DONT SHOW THE ADJACENT BUILDING LOCATION.
 3. NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWLSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.

A PROFILE VIEW - NORTH
SCALE: 1" = 15'

IFP

SHEET REVISIONS			PROJECT NAME:								
DATE	DESCRIPTION	NO	HOTEL JACKSON - PHASE 2								
04/02/2020	ISSUED FOR REVIEW	IFR 1	SHEET TITLE: PROFILE VIEW - NORTH					Phone: 855.579.0536 Fax: 970.245.7737 www.geostabilization.com			
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2									
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3									
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP									
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			NFD	DEB	02/15/21	200---WY01	C-04				



- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. BACKGROUND DRAWING SHOW ARE OF PLANNED BUILDING AND DONT SHOW THE ADJACENT BUILDING LOCATION.
 3. GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWING CROSS SECTIONS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.

A **PROFILE VIEW - SOUTH**
SCALE: 1" = 15'

IFP

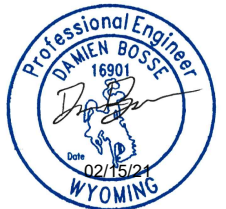
SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

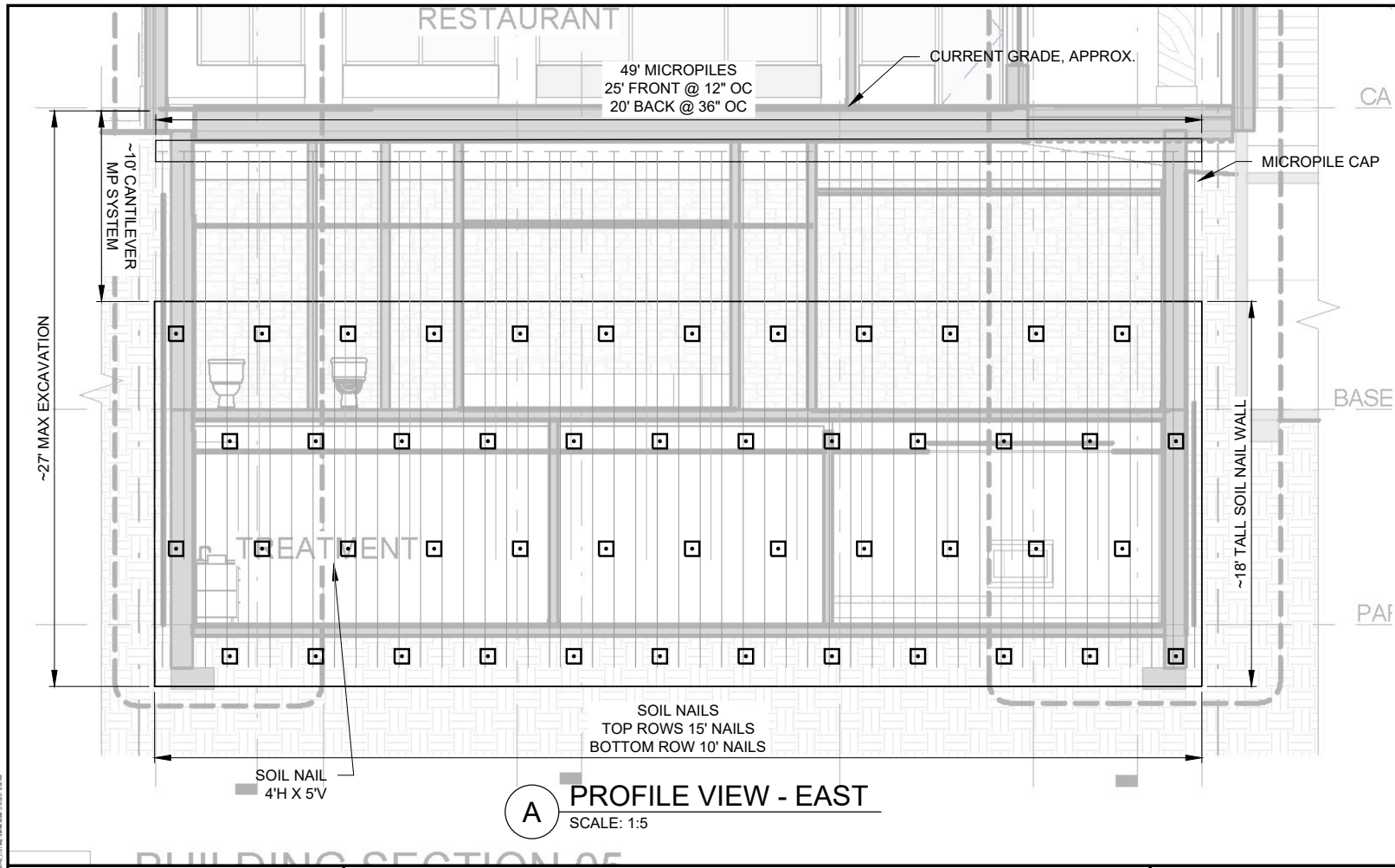
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PROJECT NAME:		<i>HOTEL JACKSON - PHASE 2</i>			
SHEET TITLE:		<i>PROFILE VIEW - SOUTH</i>			
DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET	
NFD	DEB	02/15/21	200---WY01	C-05	



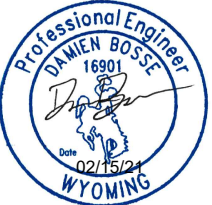
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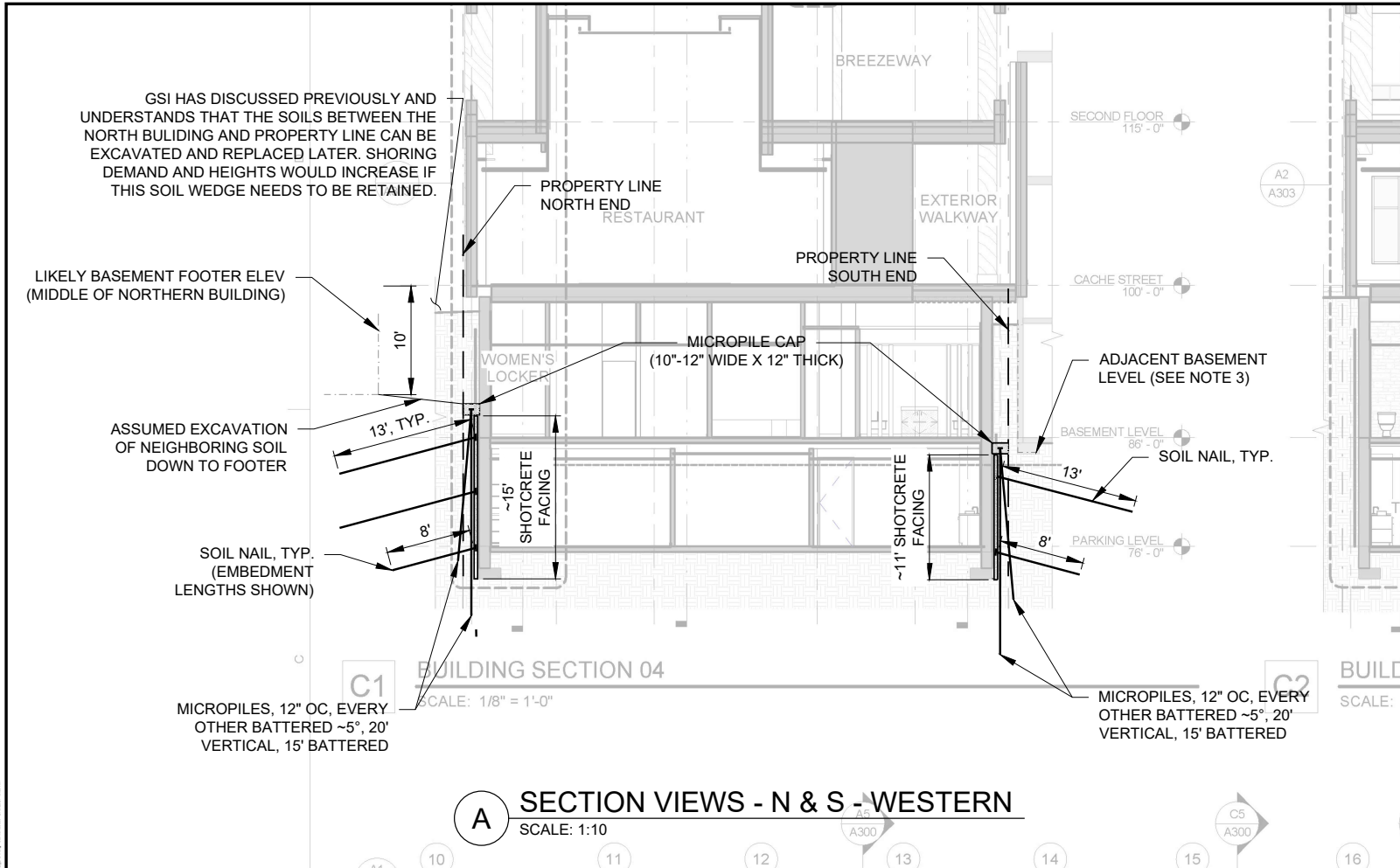


- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. DESIGN TEAM HAS REQUESTED THAT SOIL NAILS NOT BE INSTALLED IN THE UPPER 10'. MICROPILE SYSTEM AS SHOWN IN THESE DRAWINGS WILL BE CANTILEVERED TO PROVIDE SUPPORT TO THE SIDEWALK AND ROADWAY.

IFP

SHEET REVISIONS			PROJECT NAME:		 Geostabilization International®		
DATE	DESCRIPTION	NO	HOTEL JACKSON - PHASE 2				
04/02/2020	ISSUED FOR REVIEW	IFR 1	SHEET TITLE: PROFILE VIEW - EAST				
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2					
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3					
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP					
THIS DRAWING IS FURNISHED SOLELY FOR THE USE OF OR IN CONNECTION WITH THIS PROJECT AND THE PROPRIETARY INFORMATION SHOWN HEREON IS NOT TO BE TRANSMITTED TO ANY OTHER ORGANIZATION WITHOUT SPECIFIC AUTHORIZATION BY GEOSTABILIZATION INTERNATIONAL (GSI). THE DESIGN IS ONLY VALID IF CONSTRUCTED AND SUPERVISED BY GSI OR ITS AUTHORIZED SUBCONTRACTOR.			DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET
			NFD	DEB	02/15/21	200---WY01	C-06

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- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWLSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.
 3. GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWINGS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.
 4. ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE AT LEAST 1.5'-2' FROM EDGE OF ADJACENT FOOTER (BACK OF MICROPILE CAP) TO FRONT OF SHOTCRETE. GEOMETRY AND CONDITIONS OF THE ACTUAL FOUNDATION COULD IMPACT THE DESIGN.

IFP

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

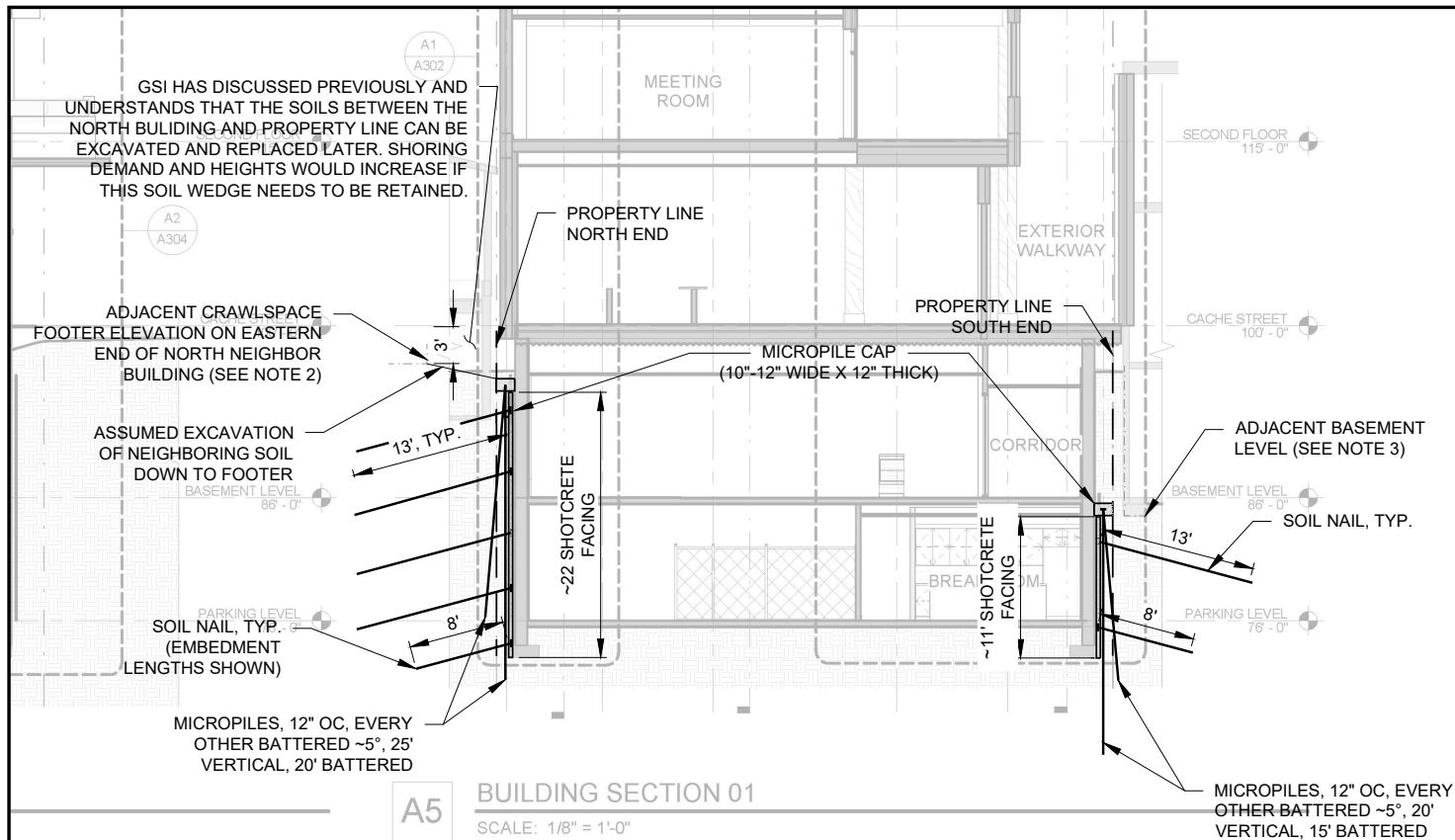
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PROJECT NAME: HOTEL JACKSON - PHASE 2				
SHEET TITLE: SECTION VIEWS - N & S				
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-07

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Professional Engineer
DAMIEN BOSSE
16901
Date 02/15/21
WYOMING



A SECTION VIEWS - N & S - EASTERN

SCALE: 1:10

NOTES:

1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
2. NORTHERN BUILDING IS KNOWN TO HAVE A PARTIAL BASEMENT. IT IS THOUGHT TO BE IN THE MIDDLE OF THE BUILDING FROM HAND DRAWN DRAWINGS PROVIDED BY THE GC. FOOTER DETAILS AND MINIMAL FLOORING ELEVATIONS ARE PROVIDED SO GSI HAS ASSUMED THE BASEMENT FOOTERS TO BE ~10' BELOW CURRENT GRADES. OTHER AREAS OF THE BUILDING ARE ASSUMED TO BE CRAWLSPACE ONLY AND FOOTERS ASSUMED TO BE ~3' BELOW CURRENT GRADES IN THOSE LOCATIONS. HOWEVER, MICROPILE CAP LOCATION WILL NEED TO BE ADJUSTED IF FOOTER ELEVATIONS CHANGE SINCE THAT IS A CRITICAL PART OF THE DESIGN & CONSTRUCTION.
3. GSI HAS NOT BEEN PROVIDED ADJACENT SOUTHERN BUILDING INFORMATION OTHER THAN THE FOOTERS SHOWN IN THE DESIGN DRAWINGS. THEREFORE, SHORING DESIGN MAY CHANGE AS EXCAVATION PROGRESSES AND ADJACENT BUILDING FEATURES ARE EXPOSED.
4. ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE AT LEAST 1.5'-2' FROM EDGE OF ADJACENT FOOTER (BACK OF MICROPILE CAP) TO FRONT OF SHOTCRETE. GEOMETRY AND CONDITIONS OF THE ACTUAL FOUNDATION COULD IMPACT THE DESIGN.

IFP

SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

PROJECT NAME:		HOTEL JACKSON - PHASE 2			
SHEET TITLE:		SECTION VIEWS - N & S (CONT.)			
DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	SHEET	
NFD	DEB	02/15/21	200---WY01	C-08	

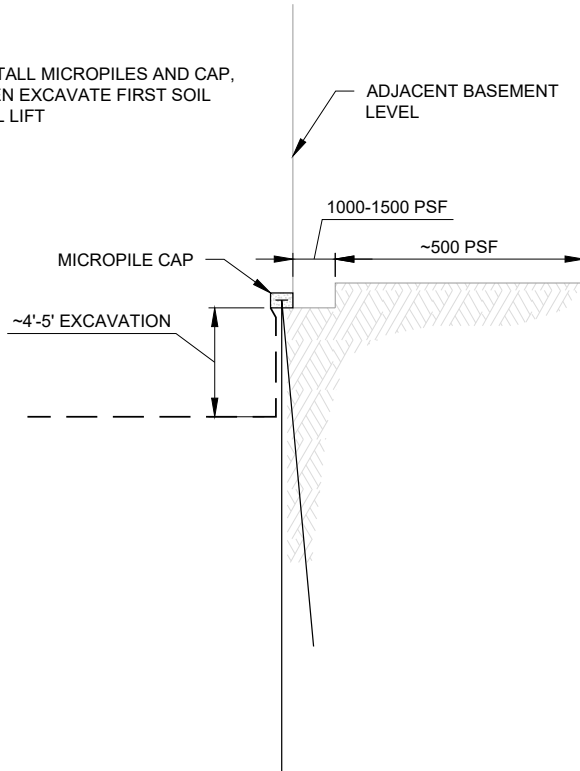
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Professional Engineer
DAMIEN BOSSE
16901
Date 02/15/21
WYOMING

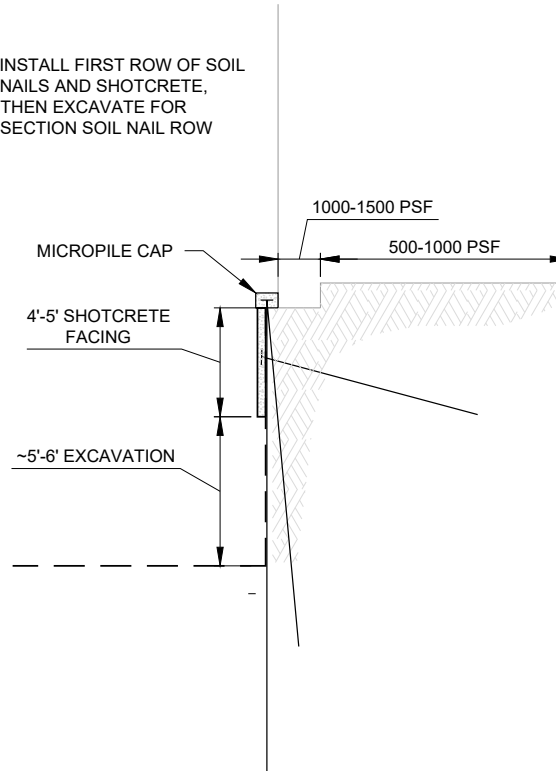
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INSTALL MICROPILES AND CAP,
THEN EXCAVATE FIRST SOIL
NAIL LIFT



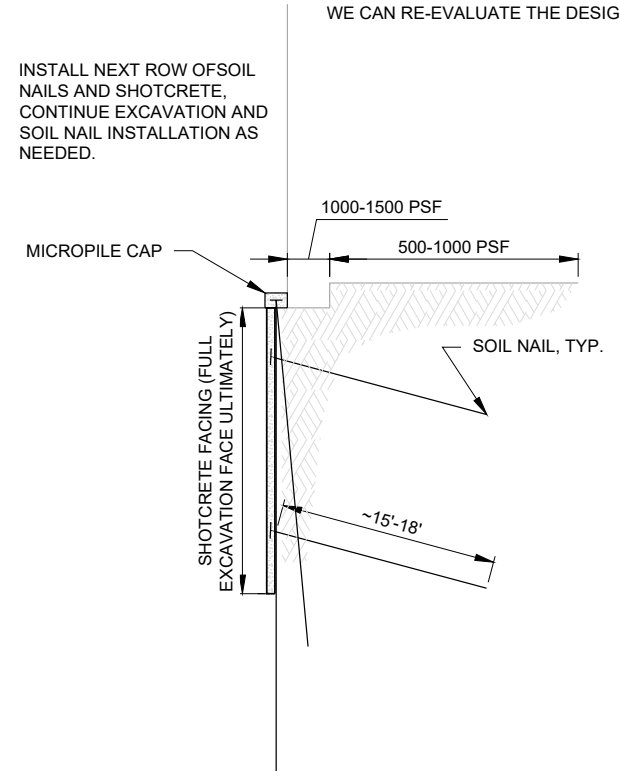
A PHASE 1
SCALE: 1:5

INSTALL FIRST ROW OF SOIL
NAILS AND SHOTCRETE,
THEN EXCAVATE FOR
SECTION SOIL NAIL ROW



A PHASE 2
SCALE: 1:5

INSTALL NEXT ROW OF SOIL
NAILS AND SHOTCRETE,
CONTINUE EXCAVATION AND
SOIL NAIL INSTALLATION AS
NEEDED.



A PHASE 3
SCALE: 1:5

NOTES:
1. GSI HAS ASSUMED FOUNDATION
LOADS FOR THE ADJACENT BUILDINGS
THUS FAR IN THE DESIGN PROCESS. IF
FOUNDATION LOADS ARE PROVIDED
WE CAN RE-EVALUATE THE DESIGN.

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

SECTION VIEWS - N & S - SHORING PHASES

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

200---WY01

SHEET

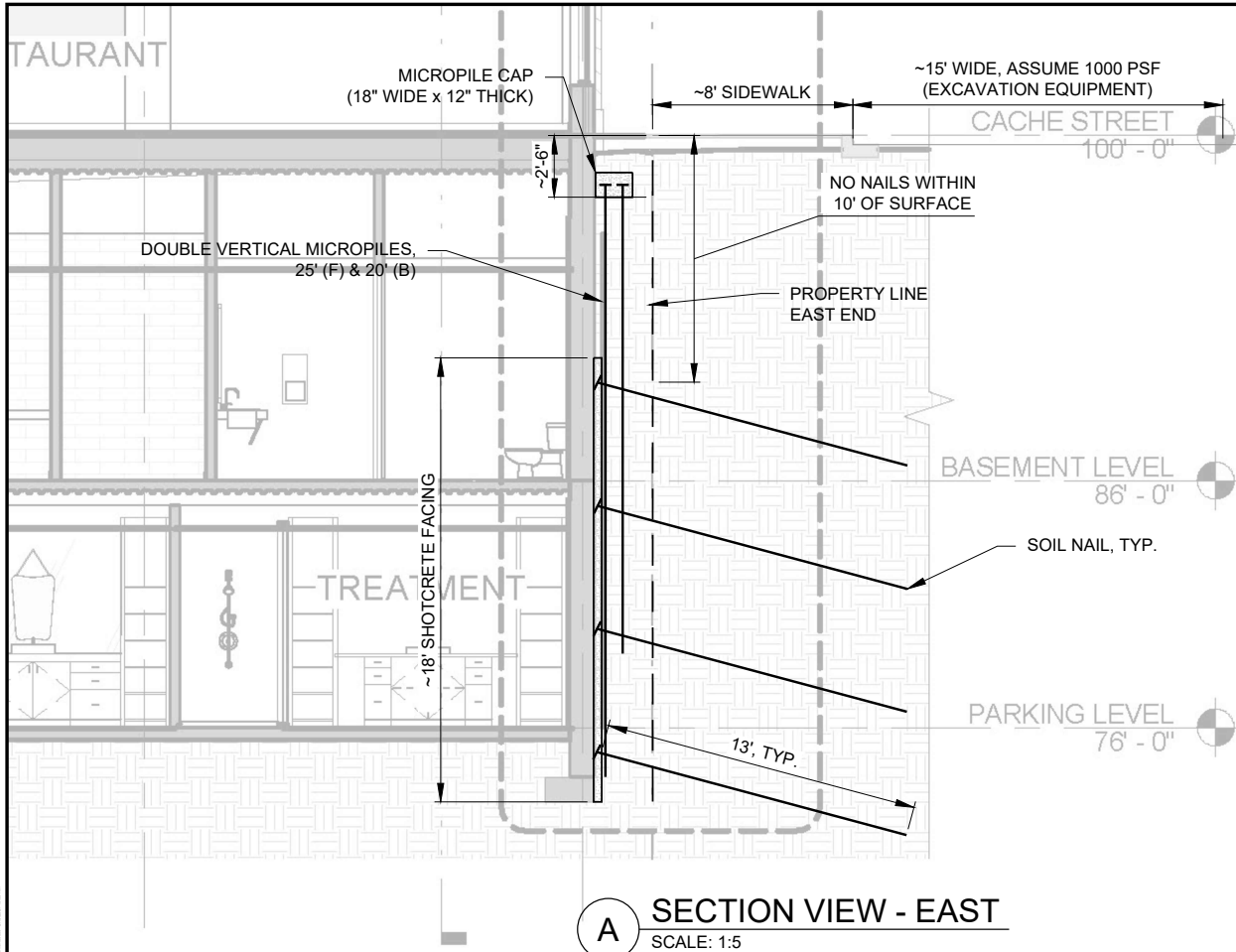
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- NOTES:
1. ALL BACKGROUND IMAGES OBTAINED FROM FFKR ARCHITECTS HOTEL JACKSON PHII PERMIT REVIEW DRAWING SET, DATED JAN. 10, 2020.
 2. PHASES OF WORK FOR THE EAST SIDE:
 - PHASE 1 - INSTALL DOUBLE VERTICAL PILES
 - PHASE 2, EXCAVATE DOWN TO 13'-14' BELOW GRADE, INSTALL FIRST ROW OF NAILS AT ABOUT 10'-11' DEEP AND INSTALL FIRST BAND OF SHOTCRETE
 - PHASE 3,4,ETC. - EXCAVATE 5 FT BANDS AS NEEDED AND INSTALL NAILS AND SHOTCRETE TO REACH BOTTOM OF EXCAVATION.
 3. ANTICIPATED SECTION THICKNESS WITH THE MICROPILES AND SOIL NAIL FACING WILL BE 2' - 2.5' FROM BACK OF MICROPILE CAP TO FRONT OF SHOTCRETE WALL.

A SECTION VIEW - EAST
SCALE: 1:5

IFP

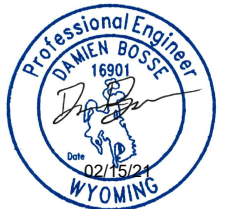
SHEET REVISIONS		
DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

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PROJECT NAME: HOTEL JACKSON - PHASE 2					
SHEET TITLE: SECTION VIEW - EAST					
DRAWN BY: NFD	CHECKED BY: DEB	DATE: 02/15/21	PROJECT NUMBER: 200---WY01	SHEET C-10	



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BEARING PLATE WITH
NUT TOP AND BOTTOM

~6"

GROUND SURFACE

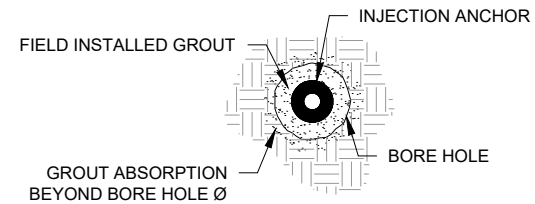
GROUT

HOLLOW BAR INJECTION
ANCHOR, TYP.

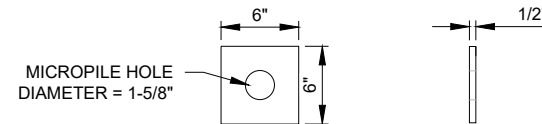
4.0" MIN. BIT
DIAMETER

PER PROFILE VIEWS

A MICROPILE DETAIL
N.T.S.



B MICROPILE SECTION
N.T.S.



C MICROPILE BEARING PLATE
N.T.S.

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

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PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

MICROPILE ANCHOR DETAILS

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

200---WY01

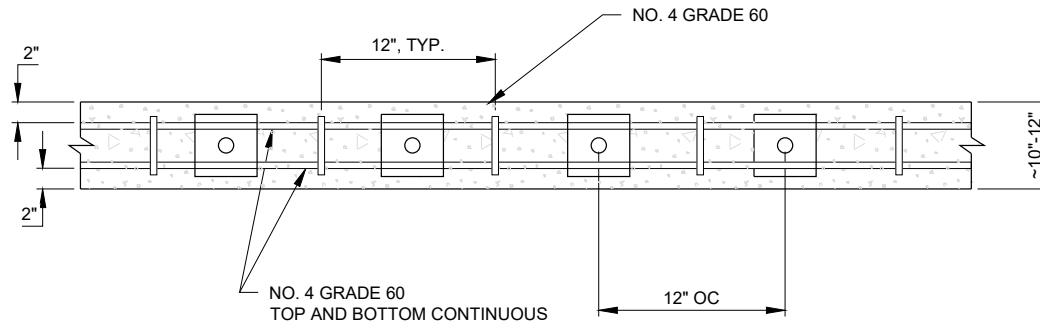
SHEET

C-11

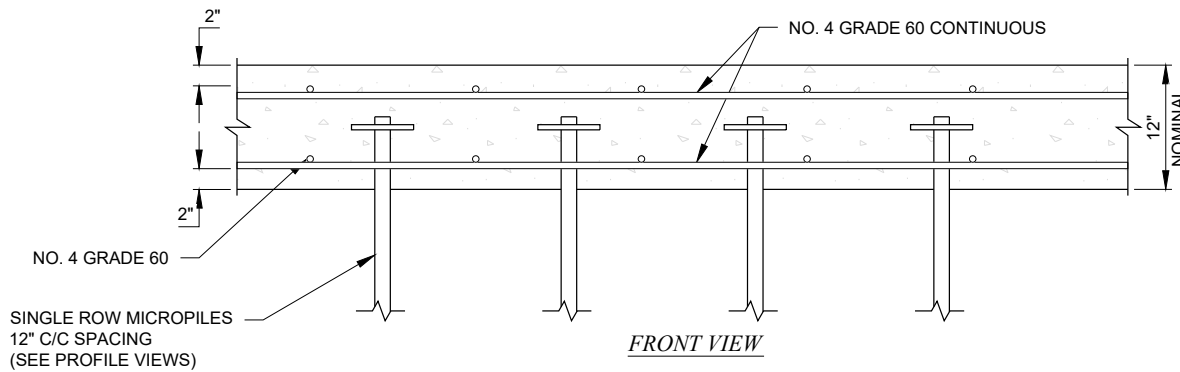


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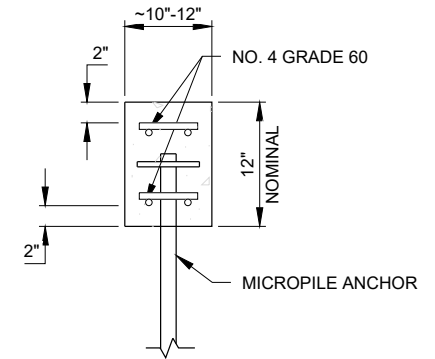




TOP VIEW



FRONT VIEW



SIDE VIEW

A SINGLE ROW MP DETAIL
N.T.S.

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

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PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

SINGLE ROW MICROPILE DETAILS

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

200---WY01

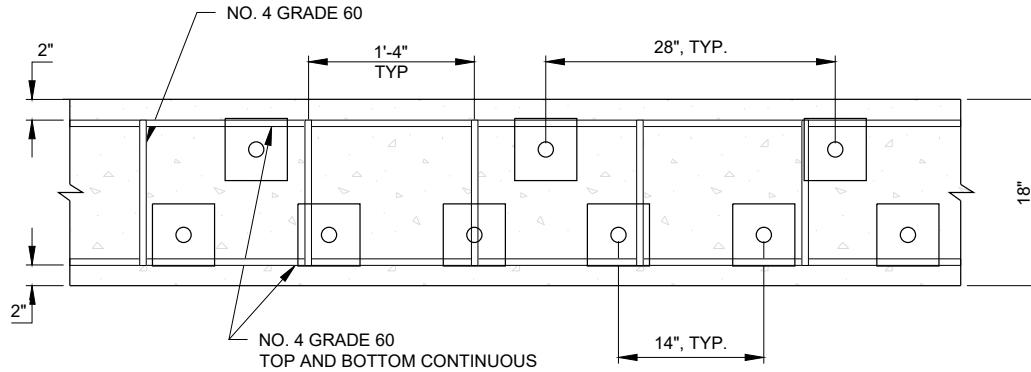
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C-12

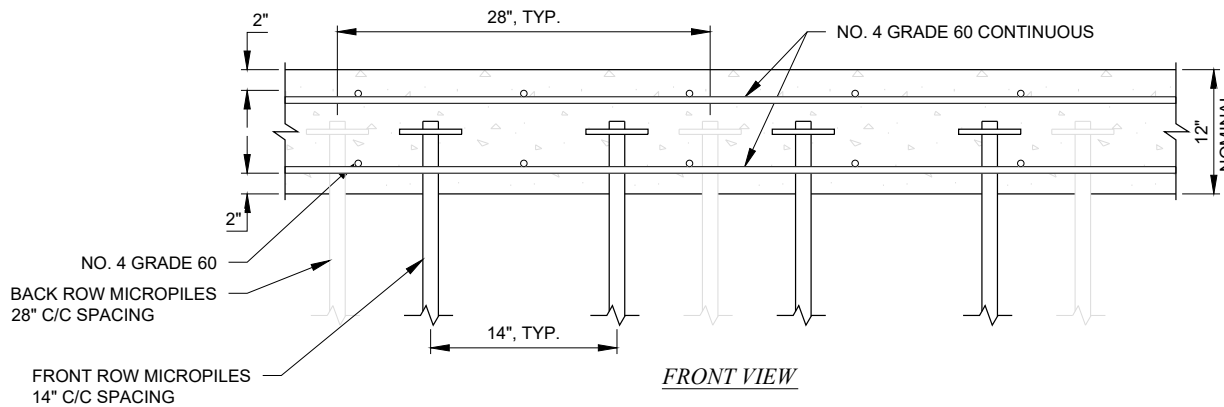


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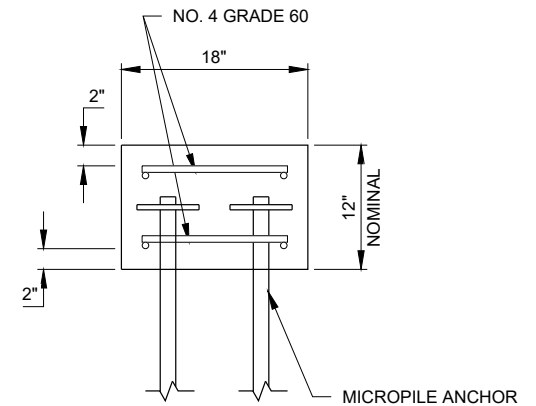




TOP VIEW



FRONT VIEW



SIDE VIEW

A **DOUBLE ROW MP DETAIL**
N.T.S.

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP

PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

DOUBLE ROW MICROPILE DETAILS

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

200---WY01

SHEET

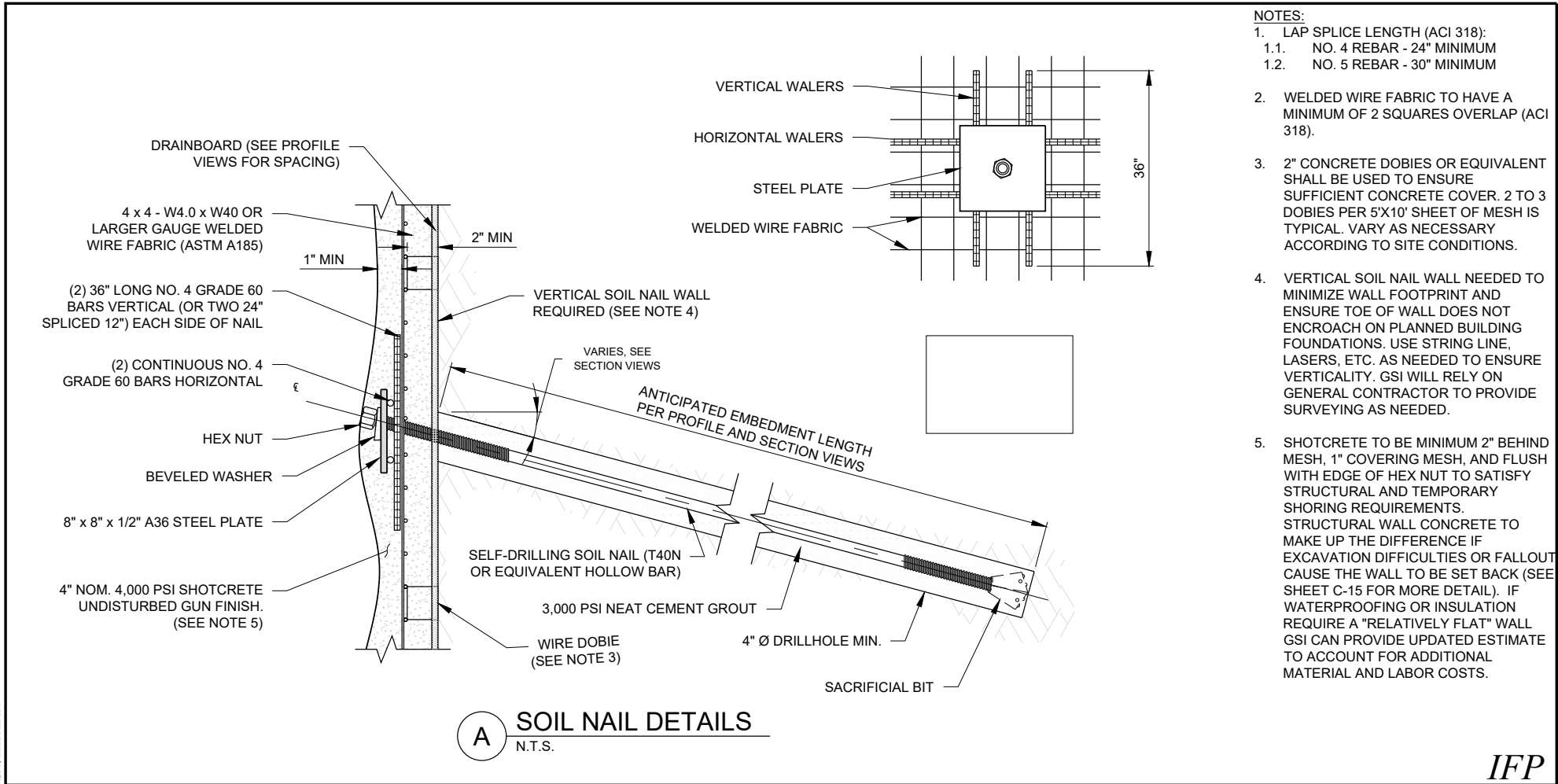
C-13



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- NOTES:
- LAP SPLICE LENGTH (ACI 318):
 - NO. 4 REBAR - 24" MINIMUM
 - NO. 5 REBAR - 30" MINIMUM
 - WELDED WIRE FABRIC TO HAVE A MINIMUM OF 2 SQUARES OVERLAP (ACI 318).
 - 2" CONCRETE DOBIES OR EQUIVALENT SHALL BE USED TO ENSURE SUFFICIENT CONCRETE COVER. 2 TO 3 DOBIES PER 5'X10' SHEET OF MESH IS TYPICAL. VARY AS NECESSARY ACCORDING TO SITE CONDITIONS.
 - VERTICAL SOIL NAIL WALL NEEDED TO MINIMIZE WALL FOOTPRINT AND ENSURE TOE OF WALL DOES NOT ENCROACH ON PLANNED BUILDING FOUNDATIONS. USE STRING LINE, LASERS, ETC. AS NEEDED TO ENSURE VERTICALITY. GSI WILL RELY ON GENERAL CONTRACTOR TO PROVIDE SURVEYING AS NEEDED.
 - SHOTCRETE TO BE MINIMUM 2" BEHIND MESH, 1" COVERING MESH, AND FLUSH WITH EDGE OF HEX NUT TO SATISFY STRUCTURAL AND TEMPORARY SHORING REQUIREMENTS. STRUCTURAL WALL CONCRETE TO MAKE UP THE DIFFERENCE IF EXCAVATION DIFFICULTIES OR FALLOUT CAUSE THE WALL TO BE SET BACK (SEE SHEET C-15 FOR MORE DETAIL). IF WATERPROOFING OR INSULATION REQUIRE A "RELATIVELY FLAT" WALL GSI CAN PROVIDE UPDATED ESTIMATE TO ACCOUNT FOR ADDITIONAL MATERIAL AND LABOR COSTS.

A SOIL NAIL DETAILS
N.T.S.

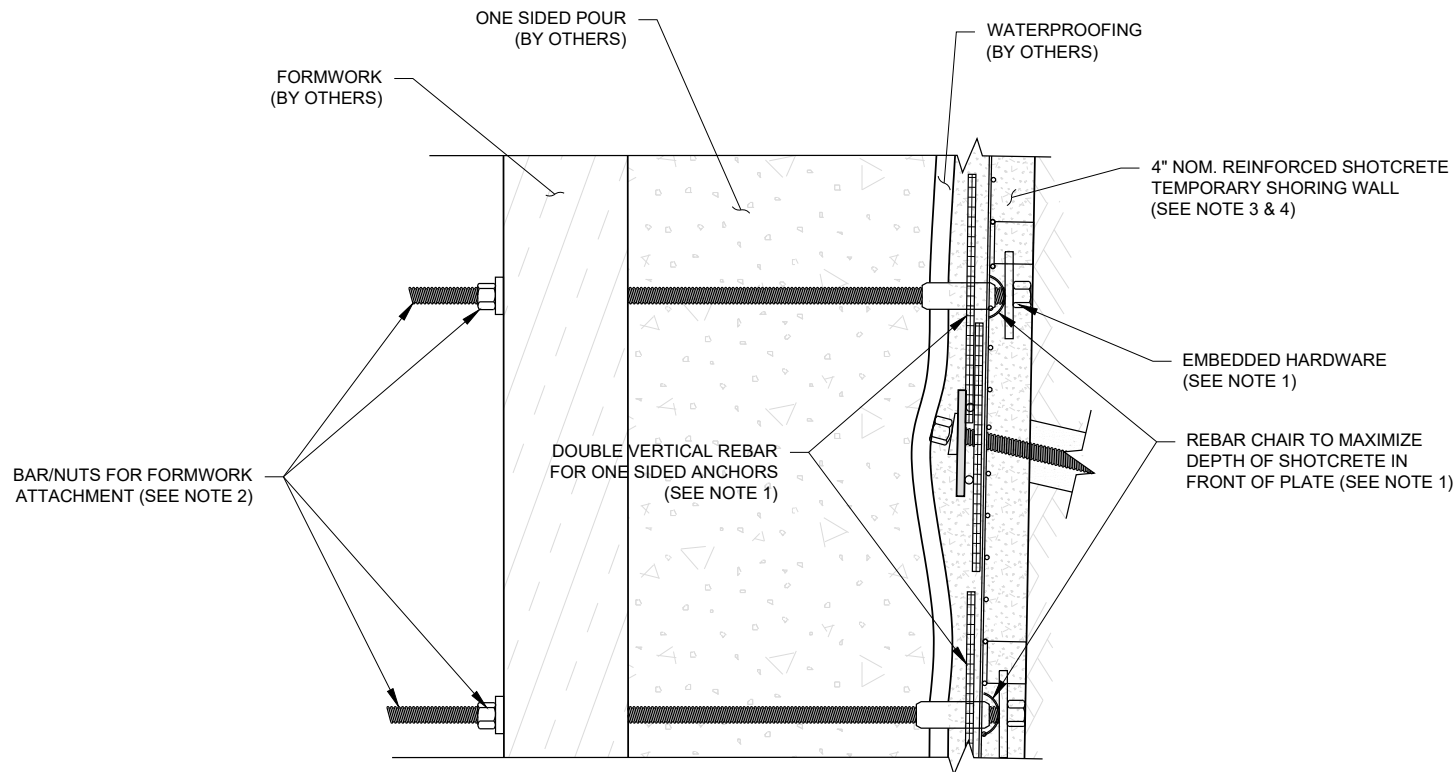
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SHEET REVISIONS			PROJECT NAME:		
DATE	DESCRIPTION	NO	HOTEL JACKSON - PHASE 2		
04/02/2020	ISSUED FOR REVIEW	IFR 1			
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2			
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3			
02/15/21	RECIEVED NORTH BUILDING PLANS	IFP			
			SHEET TITLE:		
			SOIL NAIL DETAILS		
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			NFD	DEB	02/15/21
			PROJECT NUMBER:	SHEET	
			200---WY01	C-14	

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GSI
GeoStabilization International®

Professional Engineer
DAMIAN BOSSE
16901
Date 02/15/21
WYOMING



NOTES:

1. EMBEDDED HARDWARE TO INCLUDE 6X6 STUDDED (2") PLATES, HEX NUT, SHORT NO. 6 BAR SECTION, AND COUPLER. STUDDED PLATE CAN BE TIE-WIRED TO REBAR CHAIRS PLACED BEHIND THE MESH. TIE-WIRE 2 VERTICAL REBARS ON FRONT OF MESH OVER PLATE. COUPLER TO STICK OUT PAST ROUGH GUN FINISH SHOTCRETE FACE. TAPE OVER EXPOSED COUPLER END PRIOR TO PLACING SHOTCRETE.
2. BAR AND NUTS WILL BE PROVIDED BY GSI BUT WILL BE INSTALLED BY OTHERS DURING FORMWORK INSTALLATION.
3. SHOTCRETE TO BE MINIMUM NEEDED TO HAVE MINIMUM 2" BEHIND MESH, 1" COVERING MESH, AND FLUSH WITH EDGE OF HEX NUT. STRUCTURAL WALL CONCRETE TO MAKE UP THE DIFFERENCE IF EXCAVATION DIFFICULTIES OR FALLOUT CAUSE THE WALL TO BE SET BACK. IF WATERPROOFING OR INSULATION REQUIRE A "RELATIVELY FLAT" WALL GSI CAN PROVIDE UPDATED ESTIMATE TO ACCOUNT FOR ADDITIONAL MATERIAL AND LABOR COSTS.
4. SHOTCRETE COVERING FOR EMBEDDED ONE-SIDED ANCHORS TO BE 3-3.5" THICK FROM PLATE TO SURFACE OF SHOTCRETE.

IFP

SHEET REVISIONS

DATE	DESCRIPTION	NO
04/02/2020	ISSUED FOR REVIEW	IFR 1
08/05/2020	UPDATED PER RFI RESPONSE	IFR 2
11/20/20	UPDATED PER 11/12/20 DISCUSSIONS	IFR 3
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PROJECT NAME:

HOTEL JACKSON - PHASE 2

SHEET TITLE:

ONE-SIDED FORMING DETAILS

DRAWN BY:

NFD

CHECKED BY:

DEB

DATE:

02/15/21

PROJECT NUMBER:

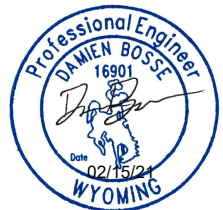
200---WY01

SHEET

C-15



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ORDINANCE 1280

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. 1280 § 1, 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. 1280 § 2, 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. 1280 § 3, 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 RESOLUTION SHALL BE IMPOSED THE LAST DAY OF EACH MONTH UNTIL RENEWED.

(Ord. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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. 1280 § 3, 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 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. 1280 § 4, 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. 1280 § 5, 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. 1280 § 5, 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. 1280 § 5, 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. 1280 § 6, 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. 1280 § 6, 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. 1280 § 6, 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. 1280 § 6, 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. 1280 § 6, 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. 1280 § 7, 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. 1280 § 7, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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. 1280 § 8, 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 (LDRs) [Appendix A of this code].
(Ord. 1280 § 8, 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 16TH DAY OF FEBRUARY 2021.
PASSED 2ND READING THE 1ST DAY OF MARCH 2021.
PASSED AND APPROVED THE ____ DAY OF MARCH 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1280 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the 17th day of March 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

STAFF REPORT



Meeting Date:	March 15, 2020	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Jackson Municipal Code Title 5 Update	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to review and approve an updated version of Title 5.

Requested Action.

Review the updates to Title 5 as presented.

Recommendations.

Staff recommends approving Title 5 as presented.

Background.

Title 5 of the Jackson Municipal Code covers business licenses and general business regulations. The Legal Department and an outside consultant reviewed the title for legality and worked with the staff to identify necessary/requested changes.

Analysis.

The specific changes made as a result of Council direction on August 10, 2020 and additional changes were discussed during the action item portion of the meeting.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Revenue: Significant. The fees in Title 5 have been updated by CPI, which had not occurred for some of these provisions for many years. It is difficult to know the exact revenue increase because it depends on the number of applications, but it will be positive and anticipated to be no more than \$50,000.

Expense: Minimal. The Town hired a consultant to review the entire Code, Title 5 included, for \$5,000,.

Staff Impact.

Significant: This project has required extensive time investment from the Legal Department, and substantial time investment from Administration, Finance, Town Clerk, Police, and Special Events.

Attachments or Links.

- Ordinance W

Suggested Motions.

I move to approve Ordinance W at first reading.

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING TITLE 5 OF THE TOWN OF JACKSON MUNICIPAL CODE PROVIDING FOR BUSINESS REGULATION 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. 148, 148A, 168, 216, 229, 311, 312, 330, 333, 337, 344, 402, 432, 488, 593, 614, 615, 626, 662, 669, 670, 671, 675, 676, 786, 795, 821, 825, 853, 895, 922, 929, 931, 932, 959, 961, 994, 995, 1001, 1029, 1061, 1092, 1100, 1113, 1169, 1179, 1187, 1235, 1236, 1237 AND 1238; Section 2 Of The Town Of Jackson Ordinance Nos. 148, 168, 229, 669, 667, 671 AND 676; Section 3 Of The Town Of Jackson Ordinance Nos. 148, 168, 501, 670, 676 And 860; Section 4 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 5 Of The Town Of Jackson Ordinance Nos. 148, 168 And 670; Section 6 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 7 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 8 Of The Town Of Jackson Ordinance Nos. 148, 168, 670 And 860; Section 9 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 10 Of The Town Of Jackson Ordinance Nos. 148, 168 And 860; Section 11 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 12 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 13 Of The Town Of Jackson Ordinance Nos. 148 And 860; Section 14 Of The Town Of Jackson Ordinance No. 148; Section 15 Of The Town Of Jackson Ordinance No. 148; Section 16 Of The Town Of Jackson Ordinance No. 148; Section 19 Of The Town Of Jackson Ordinance No. 148; Section 20 Of The Town Of Jackson Ordinance No. 148; Section 21(a) Of The Town Of Jackson Ordinance No. 148; Section 21(b) Of The Town Of Jackson Ordinance No. 148; Section 21(l) Of The Town Of Jackson Ordinance No. 148; Section 22 Of The Town Of Jackson Ordinance No. 148; Section 23 Of The Town Of Jackson Ordinance No. 148; Section 24 Of The Town Of Jackson Ordinance No. 148; Section 25 Of The Town Of Jackson Ordinance No. 148; Section 26 Of The Town Of Jackson Ordinance No. 148 and Sections 5.04.010, 5.04.020, 5.04.021, 5.04.022, 5.04.023, 5.04.024, 5.04.025, 5.04.026, 5.04.027, 5.04.028, 5.04.030, 5.04.050, 5.04.080, 5.04.090, 5.04.100, 5.04.110, 5.04.120, 5.04.130, 5.06.010, 5.06.011, 5.06.015, 5.06.020, 5.06.030, 5.06.030, 5.06.050, 5.06.060, 5.06.070, 5.06.080, 5.06.090, 5.06.110, 5.06.120, 5.06.130, 5.06.140, 5.06.150, 5.06.160, 5.06.170, 5.08.010, 5.08.020, 5.12.010, 5.12.015, 5.12.020, 5.12.030, 5.12.040, 5.12.050, 5.12.060, 5.12.070, 5.12.080, 5.12.090, 5.12.100, 5.12.110, 5.12.115, 5.12.120, 5.12.130, 5.12.140, 5.12.150, 5.20.010, 5.20.020, 5.21.010, 5.21.020, 5.21.030, 5.21.040, 5.21.050, 5.21.060, 5.21.070, 5.21.080, 5.21.090, 5.21.100, 5.24.010, 5.24.020, 5.24.030, 5.32.010, 5.32.020, 5.32.030, 5.32.040, 5.32.060, 5.32.080, 5.32.100, 5.48.020, 5.48.030, 5.48.039, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.120, 5.48.150, 5.48.160, 5.48.190, 5.48.200, 5.48.210, 5.50.010, 5.50.020, 5.50.025, 5.50.030, 5.50.040, 5.50.050, 5.50.060, 5.50.070, 5.50.080, 5.50.085, 5.50.090, 5.50.095, 5.50.100, 5.50.115, 5.50.120, 5.50.130, 5.50.140, 5.50.150, 5.50.160, 5.50.170, 5.50.180, 5.52.010, 5.52.020, 5.52.030, 5.52.040, 5.52.010, 5.60.030, 5.60.040, 5.60.060, 5.60.070, 5.60.080, 5.60.090, 5.60.100, 5.60.110, 5.60.120, 5.60.130, 5.70.050, 5.80.040 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows

Chapter 5.04
BUSINESS LICENSES --GENERALLY

Sections:

- 5.04.010 Purpose.
- 5.04.020 Definitions.
- 5.04.021 License required.
- 5.04.022 Personal Privilege.
- 5.04.022 Coordination of contractor licensing.
- 5.04.023 Separate licenses.
- 5.04.024 Evidence of doing business.
- 5.04.025 Building and premises.
- 5.04.026 Fees—Payment.
- 5.04.027 Applications – initial and renewal.
- 5.04.028 Display license.5.04.030 Separate violations. (Repealed.)
- 5.04.050 Change of location.
- 5.04.060 Nuisances.
- 5.04.070 Soliciting and peddling in residential areas. (Repealed.)
- 5.04.080 Change of location.
- 5.04.090 Transfer.
- 5.04.100 Notification required.
- 5.04.110 Merchandise sales from public property.
- 5.04.120 Expiration of licenses.
- 5.04.130 Denial, revocation and suspension.

5.04.010 Purpose.

- A. The purpose of this chapter of licensing and regulating certain types of businesses and events held within the Town is to protect the health, safety and general welfare of those receiving goods and services, and to provide uniform regulations for the providers of goods and services.
- B. The provisions of this chapter are pursuant to authority granted cities and towns under Wyo. Stat. §15-1-103(a)(xiii).
- C. Every person transacting or carrying on any business within the Town, prior to and during transacting or carrying on such business, must obtain and maintain a general business license pursuant to this chapter. Where other chapters of the code provide more specific regulations and requirements for the business for which a license or permit may be issued, said additional regulations and requirements also apply to the business and must also be complied with prior to and during transacting or carrying on such business, including securing a license or permit under that more specific chapter in lieu of the general business license.

(Ord. ____ § ____, ____; Ord. 860 §3, 2008; Ord. 148 §1, 1972.)

5.04.020 Definitions.

The following words and phrases, when used in this title, shall have the following meanings:

- A. *Agent or Independent Contractor* includes such individuals who work independently without employees, either with or without a contract, at their own discretion but under the general direction of the business. Examples of agents or independent contractors include but are not limited to, real estate agents, attorneys, doctors, and hairstylists.
(Ord. ____ § ____, ____; Ord. 930 §1, 2009; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)
- B. *Business* includes all and every kind of lawful business, trade, calling, profession, or occupation, including solicitation and performing.

- C. *Employee* means an individual in the service of another, where the employer has the power or right to control and direct the employee in the details of how the work is to be performed, subject to the following: An individual who works twenty (20) hours per week or less shall be designated a part time or "half" employee; thus, two (2) half employees shall equal one (1) employee. An individual who works more than twenty (20) hours per week shall be considered one (1) employee. Seasonal employees shall be attributed according to the percent of the year they are employed, rounding to the nearest quarter; thus, a seasonal employee who is employed for three months shall be accounted for as a "quarter" employee. An owner who works for and draws a salary from his or her business shall be designated as an employee or part-time employee, depending on the number of hours and/or months worked.
- D. *Sales tax collecting business* means a business that possesses a sales tax license.
- E. *Town official* is any law enforcement officer, community service officer, or special municipal officer of the Town of Jackson.

(Ord. _____ § ____, ____; Ord. 860 §3, 2008; Ord. 667 §2, 2000.)

5.04.021 License required.

- A. It shall be unlawful for any person to transact or carry on any business in the Town not otherwise exempt without first having procured a business license or permit from the Town and complied with all of the applicable provisions of this chapter and any applicable specific requirements or regulations of other chapters of this Code.
- B. Upon approval of an application the Town Manager, or their designee, shall issue to the applicant an identification card corresponding the type of permit or license issued.

(Ord. _____, § ____, 2021).

5.04.022 Personal Privilege

- A. A license or permit issued under this chapter shall be a personal privilege, good for the period for which issued, subject to the condition however, that it may, for good cause, be denied, revoked or suspended.

(Ord. _____, § ____, 2021).

5.04.022. Coordination of contractor licensing.

- A. Contractors, as that term is defined in title 15, shall be subject to all relevant requirements of title 15. Upon issuance of a contractor license, said license shall be renewed each year thereafter through the provisions of this title and pursuant to the fees set forth in this title.
- B. Should the contractor license lapse in any given year, the contractor will be required to reapply under the provisions of title 15.

(Ord. _____, § ____, 2021).

5.04.023 Separate licenses.

- A. A separate license must be obtained for each branch, establishment, or separate place of business in which the business is conducted.
- B. Each agent or independent contractor is required to obtain their own business license, separate and distinct from the business for which they work.

(Ord. _____, § ____, 2021).

5.04.024 Evidence of doing business.

- A. Whenever any person by the use of signs, circulars, cards, telephone books, or newspapers, advertises, holds out, or represents that they are in business in the Town, or when any person holds an active license or permit issued by a governmental agency indicating that they are in business in the Town, these facts shall be considered prima facie evidence that they are conducting business in the Town.

(Ord. _____ § ____, ____; Ord. 860 §3, 2008; Ord. 148 §6, 1972.)

5.04.025 Building and premises.

- A. No license or permit shall be issued for the conduct of any business or performance of any act if the premises and building to be used does not fully comply with the requirements of the Town or which would involve a violation of the Land Development Regulations.

(Ord. _____ § ____, ____).

5.04.026 Fees--Payment.

- A. All fees for licenses and permits shall be in an amount established by resolution, be paid at the time application therefor is made to the Town, and be non-refundable.
- B. Any licenses or permits not renewed by December 31st each year shall be delinquent and a late fee in an amount established by resolution shall be imposed.
- C. Receipt of payment does not constitute approval of a business license application.

(Ord. _____, § ____, ____; Ord. 860 § 6, 2008; Ord. 670 § 6, 2000; Ord. 148 § 14, 1972).

5.04.027 Applications – initial and renewal.

- A. Every person seeking to begin, or continue if previously licensed or permitted, business within the Town must complete an application pursuant to this section and obtain approval before beginning or continuing such business.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
- C. It shall be the duty of the applicant to seek any reviews, authorizations, permits and/or approvals from state, federal, Town or county authorities that may be required in addition to the license or permit set forth in this title.
- D. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands that information provided on and with the application may be investigated for accuracy.
- E. There shall be no pro-rated reduction of the annual fee based on the time of year when a license or permit is renewed.
- F. Applications shall be processed within 30 days of the receipt of an application.

(Ord. _____, § ____, ____).

5.04.028 Display license.

- A. Any person licensed or permitted hereunder shall maintain possession of their current license or permit and display it in a prominent place, as applicable, on their permanent premises, their temporary location, in their vehicle, or on their person, and shall produce the same upon the request of any Town official or customer.

(Ord. _____, § ____, ____).

5.04.030 Separate violations. (Repealed).

(Ord. _____, § ____, ____; Ord. 860 §3, 2008; Ord. 148 §4, 1972; Ord. 667 §3, 2000.)

5.04.050 Change of location.

Repealed.

(Ord. 860 §3, 2008; Ord. 148 §17, 1972; Ord. 667 §1, 2000.)

5.04.060 Nuisances.

- A. No business, licensed or not, shall be so conducted or operated as to amount to a nuisance in fact.

(Ord. 860 §3, 2008; Ord. 148 §18, 1972; Ord. 667 §4, 2000.)

5.04.070 Soliciting and peddling in residential areas. (Repealed.)

(Ord. 860 §3, 2008; Ord. 821, 2006; Ord. 218 §1, 1977; Ord. 667 §5, 2000.)

5.04.080 Change of location.

- A. The location of any licensed or permitted business or occupation, or of any permitted act, may be changed with Town approval, provided that 14 days' notice thereof is given to the Town Manager, or their designee, in the absence of any provision to the contrary; and provided that the building and zoning requirements of all Town ordinances are complied with.
- B. Notice must be given in the form of a new business license application and an administrative fee of in an amount established by resolution will be charged for each change of location.

(Ord. _____, § ____, ____).

5.04.90 Transfer.

- A. No license shall be valid for more than one person, nor shall a license be transferable, in the absence of any provision to the contrary.

(Ord. _____, § ____, ____).

5.04.100 Notification required.

- A. Any licensee or permittee who ceases business shall notify the Town Manager, or their designee, in writing that it is no longer in operation within 30 days of ceasing said business.

(Ord. _____, § ____, ____).

5.04.110 Merchandise sales from public property.

- A. No person shall place upon or cause to be placed upon any right-of-way in the limits of the city any goods, wares, or merchandise, for sale or for show, nor suspend the same within or above the any right-of-way, except where the same may be temporarily permitted and licensed from time to time by Town Council.

(Ord. _____ § ____, 2021).

5.04.120 Expiration of licenses.

- A. All licenses and permits shall expire on December 31 each year where no provision to the contrary is made.

- B. All licenses and permits shall automatically expire if any applicable requirement(s) of this chapter or those specific to the license or permit lapse, are canceled or expire during the term of an existing license or permit. A license holder shall have 10 days from the date of the lapsed, cancelled or expired requirement to provide proof of being current with said requirement before a suspension shall be effective.
- C. It is the duty of each licensee and permittee to renew and maintain a valid license or permit in conformance with the requirements of this title.
- D. If an application has not been received by the Town prior to December 31, the licensee or permittee will have until January 31 to submit a renewal application together with payment of the annual fee, plus an additional late fee in an amount established by resolution. The license or permit is delinquent beginning January 1 and concluding January 31 on 11:59 p.m. After 11:59 p.m. on January 31 the license or permit is not be eligible for renewal; an application for a new license or permit must be submitted.

(Ord. _____, § ____, ____).

5.04.130 Denial, revocation and suspension.

A. The Town Manager, or their designee, may deny, suspend or revoke a license or permit when the holder commits any one or more of the following acts or omissions:

1. The breach of any condition upon which the license or permit was issued or failure to comply with any applicable provision(s) of law.
2. The violation of any local, state or federal law(s) relating to health and safety of the premises occupied or relating to the Town of Jackson Land Development Regulations.
3. The securing of any license or permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.
4. The conviction for a crime involving dishonesty, false statement or a felony.
5. The conduct of the business puts the health, safety and welfare of the public at risk.
6. The failure to timely provide any information required by the Town for the application process.
7. The applicant had a license or permit issued hereunder revoked or suspended within one year immediately preceding the date of application.
8. The applicant currently holds a license or permit issued hereunder and the pre-existing license is suspended.

B. When the Town Manager, or their designee, deems that a license or permit issued hereunder shall be denied, suspended or revoked, the procedure shall be as follows:

1. The licensee/permittee shall be notified by the Town Manager, or their designee, in writing, sent via certified mail; such notice shall be sent at least 15 days prior to the action contemplated, setting forth the reasons therefor.
2. Upon receipt of the notice, the license/permit holder may request a hearing before the Town Council. Such request shall be in writing and shall be received by the Town Manager, or their designee, within 15 days of the postal date of the suspension or revocation notice; failure on the part of the licensee/permittee to request a hearing in writing and within the specified time period shall be deemed a waiver of their right to a hearing.
3. If a hearing is requested by the licensee/permittee, the Town Manager, or their designee shall set the time, date and location, which shall be within 45 days of receipt of the notice requesting such. The Town Manager, or their designee, shall notify the licensee/permittee in writing, sent by certified mail, of the hearing.
4. At the hearing, all parties shall have the right to be represented by counsel, and to present testimony and evidence. The Town Council shall, by majority vote, render a decision. The decision of the Town Council shall be final and binding on all parties concerned.
5. The Town Manager, or their designee, shall notify the licensee/permittee in writing, by certified mail, of the Town Council decision as the result of the hearing.

C. Such revocation or suspension may be in addition to any fine imposed.

Chapter 5.06
COMMERCIAL AND NON-COMMERCIAL SOLICITATION

Sections:

5.06.010 Definitions. (Repealed).
5.06.011 Exemption from Registration. (Repealed).
5.06.015 Business License Required. (Repealed).
5.06.020 Certificate of Registration. (Repealed).
5.06.030 Application for Certificate of Registration. (Repealed).
5.06.030 Revocation of Certificate. (Repealed).
5.06.050 Notice Regulating Soliciting. (Repealed).
5.06.060 Duty of Solicitors. (Repealed).
5.06.070 Uninvited Soliciting Prohibited. (Repealed).
5.06.080 Time Limit on Soliciting. (Repealed).
5.06.090 Penalty. (Repealed).
5.06.110 Definitions.
5.06.120 Prohibited solicitation.
5.06.130 Commercial solicitation license required.
5.06.140 No license required for noncommercial solicitation.
5.06.150 Solicitation on a highway or street.
5.06.160 Limit on hours of door-to-door solicitation.
5.06.170 Constitutional rights.

5.06.010 Definitions. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.011 Exemption from registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008.)

5.06.015 Business license required. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008.)

5.06.020. Certificate of registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.030. Application for certificate of registration. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.040. Revocation of certificate. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.050. Notice regulating soliciting. (Repealed).
(Ord. _____, §____, ____; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.060. Duty of solicitors. (Repealed).

(Ord. _____, § __, __; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.070. Uninvited soliciting prohibited. (Repealed).

(Ord. _____, § __, __; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.080. Time limit on soliciting. (Repealed).

(Ord. _____, § __, __; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.090. Penalty. (Repealed)..

(Ord. _____, § __, __; Ord. 860 §4, 2008; Ord. 821, §1, 2006.)

5.06.110 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

- A. *Commercial solicitation* means attempting to make personal contact with any person, whether or not the person making the contact receives any contribution or makes any sale, without prior invitation by or appointment with the resident, for the primary purpose of:
 - 1. Attempting to sell, for present or future delivery, any goods, wares or merchandise, newspaper or magazine subscriptions, or any services to be performed immediately or in the future, whether or not the person has, carries or exposes a sample of such goods, wares or merchandise, and whether or not they are collecting advance payments for such sales and services;
 - 2. Seeking or attempting to obtain contributions of money or any other thing of value for the benefit of any association, organization, corporation, or program, excluding those defined under door-to-door non-commercial solicitation; or
 - 3. Personally delivering to the resident a handbill or flyer advertising a commercial event, activity, good, or service that is offered to the resident for purchase at a location away from the residence or at a future time.
- B. *Door-to-door commercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of commercial solicitation, as herein defined.
- C. *Noncommercial solicitation* means attempting to make personal contact with any person at their residence without prior specific invitation by or appointment with the resident, for the primary purpose of:
 - 1. Seeking or asking for a gift or donation for a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
 - 2. Soliciting the sale of goods, wares or merchandise for present or future delivery, or the sale of services to be performed immediately or in the future, with the entire proceeds of such sale to be paid directly to, or used exclusively for the benefit of, a public entity or nonprofit organization exempt from federal income tax under 26 U.S.C. 501(c);
 - 3. Personally delivering to the resident a handbill or flyer advertising a not-for-profit event, activity, good or service;
 - 4. Distribution of religious materials and information on behalf of a religious organization;
 - 5. Door-to-door canvassing and pamphleteering as a vehicle for the dissemination of ideas, or views or opinions by one engaged in political activities as a candidate or on behalf of a candidate in a recognized federal, state or local election, or on behalf of an issue on an upcoming ballot.
- D. *Door-to-door noncommercial solicitation* means attempting to make personal contact with any person at a private residence for the purposes of noncommercial solicitation, as herein defined.

- E. *Public entity* means the United States of America, the State of Wyoming, and any county, municipality, school district, special district, and any other kind of district, agency, instrumentality, or political subdivision thereof organized pursuant to law, and any separate entity created by intergovernmental contract or cooperation only between or among the federal, state, county, municipality, school district, special district, and every other kind of district, agency, instrumentality, or political subdivision thereof.
- F. *Residence* means a private residence in the Town, including, but not limited to, condominium units and apartments, and shall include the yards, grounds or hallways, thereof.

(Ord. _____, § ___, ___).

5.06.120 Prohibited solicitation.

- A. It is hereby declared to be the policy of the Town that the occupant or occupants of residences in the Town shall make the determination of whether solicitors shall be, or shall not be, invited to their residence.
- B. No person may engage in door-to-door commercial solicitation at any residence without prior invitation from the occupant if the residence prominently displays a notice stating "No Commercial Solicitors" or "No Commercial Solicitation" on or near the main entrance or door to any dwelling unit in the residence.
- C. No person may engage in any door-to-door commercial or noncommercial solicitation upon any residence without prior invitation from the occupant thereof if the residence prominently displays a notice stating "No Solicitors" or "No Solicitation" on or near the main entrance or door to any dwelling unit in the residence.
- D. No person may engage in door-to-door commercial or noncommercial solicitation at any residence after the owner or occupant asks the person to leave the residence.
- E. No person may obstruct pedestrian or vehicular traffic by walking, standing, sitting, lying, or placing an object in such a manner as to block passage by another person or a vehicle, or to require another person or driver of a vehicle to take evasive action to avoid physical contact. Acts authorized as an exercise of one's constitutional right to picket or to legally protest shall not constitute obstruction of pedestrian or vehicular traffic.
- F. No person may erect any structure, display or other object on any public sidewalk, highway or street without approval from the Town Council.

(Ord. _____, § ___, ___).

5.06.130 Commercial solicitation license required.

- A. It shall be unlawful for any person to engage in door-to-door commercial solicitation at a private residence, or commercial solicitation on streets, highways or sidewalks located in the Town, except for a merchant conducting a sale as permitted elsewhere by the Town's code, without first obtaining a license issued by the Town Manager, or their designee. Unless authorized or permitted pursuant to the terms and provisions of this chapter, the practice of being in and upon private residential property within the Town by door-to-door commercial solicitors is prohibited.

(Ord. _____, § ___, ___).

5.06.140 No license required for noncommercial solicitation.

- A. Persons engaged in noncommercial solicitation are not required to obtain a license.

(Ord. _____, § ___, ___).

5.06.150 Solicitation on a highway or street.

No person shall stand on a highway or street for the purpose of commercial or noncommercial solicitation except:

- A. A person 16 years of age or more wearing a high visibility vest;
- B. Standing in an area designated by the Town, based on the safety of the highway solicitors and the safety of motorists, and taking into account the orderly flow of traffic and lack of interference with the operation of official traffic control devices. Prospective highway or street solicitors must request approval from the Town Council of the designated location for highway or street solicitation.
- C. If the Town Council permits the solicitation, the Town Manager, or their designee, shall issue a one-day license for the highway solicitation, subject to the following limitations.
 1. No more than one highway solicitation license will be issued for the same date at the same intersection;
 2. No highway solicitation license will be issued to the same applicant on more than two dates in any given calendar month and no more than four days during any calendar year;
 3. The applicant or licensee must file a current certificate of liability insurance with the Town Clerk, insuring the soliciting agency against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agency, naming the Town as an additional primary insured, and providing aggregate limits of not less than \$1,000,000.00;
 4. Highway and street solicitation must take place during daylight hours when traffic has come to full stop;
 5. Highway solicitation is prohibited when it interferes with the orderly flow of traffic, including:
 - i. 7:00 a.m. to 9:00 a.m., Monday through Friday;
 - ii. 4:00 p.m. to 6:00 p.m., Monday through Friday; and
 - iii. Such other times as determined by any police officer, fireman, or other person authorized by a local or state authority to direct, control, or regulate traffic.
 6. The solicitor is liable for any injuries to any person or property during highway solicitation which is causally related to an act of ordinary negligence of the solicitor.

5.06.160 Limit on hours of door-to-door solicitation.

- A. It shall be unlawful for any person to engage in door-to-door commercial solicitation at a residence, or commercial solicitation on any highway, street or sidewalk in the Town, between the hours of 9:00 p.m. and 9:00 a.m.

(Ord. _____, §____, ____).

5.06.170 Constitutional rights.

- A. Nothing in this chapter shall be interpreted or enforced to deprive any person of any rights guaranteed under the constitutions of the State of Wyoming or the United States.

(Ord. _____, §____, ____).

Chapter 5.08
EXEMPTIONS AND ADJUSTMENTS

Sections:

5.08.010. Constitutional apportionment. (Repealed).

5.08.020. Charitable and nonprofit organizations exempt.

5.08.030. Youth-generated businesses.

5.08.040. Business conducted at Jackson Hole Airport.

5.08.010 Constitutional apportionment. (Repealed).

(Ord. ____ § ____, ____; Ord. 860 § 5, 2008; Ord. 669 § 1, 2000; Ord. 148 § 7, 1972.)

5.08.020. Charitable and nonprofit organizations exempt.

A. The provisions of this title shall not be deemed or construed to require the payment of a license tax from any institution or organization qualified by the Internal Revenue Service as a tax exempt entity; provided that, within ten days of demand by the Town, such institution or organization provide an IRS Form 990 for the applicable tax year(s). This section shall not be deemed to exempt any such institution or organization from completing a business license application or complying with any other applicable governmental regulation.

(Ord. ____ § ____, ____; Ord. 860 § 5, 2008; Ord. 669 § 2, 2000; Ord. 148 § 8, 1972.)

5.08.030. Youth-generated businesses.

A. The provisions of this Title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any youth 17 years of age or younger so long as the operation of the business does not involve employees working for the youth.

(Ord. 931 § 1, 2009.)

5.08.040. Business conducted at Jackson Hole Airport.

A. The provisions of this title shall not be deemed or construed to require the payment of a license tax or the completion of a business license application to conduct, manage or carry on any business, occupation, event or activity, from any business operating at the Jackson Hole Airport so long as that business does not also operate within the Town limits.

(Ord. 931 § 1, 2009.)

Chapter 5.12
LICENSE REQUIRED
(Repealed. Ord. _____, §____, 2021).

MARCH 15 MEETING DRAFT

Chapter 5.16
SPECIFIC LICENSE FEES--REGULATIONS OF PARTICULAR BUSINESSES

Sections:

- 5.16.010. Sales tax collecting businesses.**
- 5.16.020. Non-sales tax collecting businesses.**
- 5.16.025. Independent contractors and agents.**
- 5.16.027. Commercial and residential rentals.**
- 5.16.030. Repealed.**
- 5.16.035. Annual review of fees. (Repealed.)**
- 5.16.040 through 5.16.680. (Repealed.)**

5.16.010. Sales tax collecting businesses.

A. The business license fee for sales tax collecting businesses shall be in an amount established by resolution.
(Ord. 1280 § 3, 2021; Ord. 860 § 7, 2008; Ord. 148 § 21(a), 1972; Ord. 676 § 2, 2000.)

5.16.020. Non-sales tax collecting businesses.

A. 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. 1280 § 3, 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.

A. The business license fee for independent contractors and agents shall be in an amount established by resolution.
(Ord. 1280 § 3, 2021; Ord. 860 § 7, 2008.)

5.16.027. Commercial and residential rentals.

A. 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. 1280 § 3, 2021; (Ord. 959 § 1, 2010; Ord. 929 § 1, 2009.)

5.16.030. Repealed.

(Ord. 676 § 1, 2000.)

5.16.035. Annual review of fees. (Repealed.)

(Ord. 1280 §3, 2021; Ord. 860 § 7, 2008.)

5.16.040 through 5.16.680. Repealed.

(Ord. 676 § 1, 2000.)

Chapter 5.20
INSTALLATION PERMIT--EXPOSITIONS AND OUTDOOR SALES

Sections:

5.20.010. Installation permit. (Repealed).

5.20.020. Expositions and outdoor sales.

5.20.010. Installation permit. (Repealed).

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

5.20.020. Expositions and outdoor sales.

- A. Except those holding a general business license pursuant to 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.
1. The applicant shall:
 - a. Submit an application pursuant to chapter 5.04 at least ten days prior to the event.
 - b. Notify each participant in writing, prior to accepting any application or approving participation in the exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the 21st day of the month following the event:
 - i. A report of total sales to be delivered to the organization; and
 - ii. A check, payable to the Wyoming Department of Revenue, for the sales tax percentage required under the guidelines as specified by the Wyoming Department of Revenue.
 - c. Be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the 30th day of the month following the exposition.
 - d. Acquire and keep on file names, addresses and phone numbers of all participants.
 - B. In the event that the outdoor exposition, indoor exposition, bazaar, exhibit or sale, as defined in subsection A of this section, where the applicant is a nonprofit organization, the applicant shall provide proof of its nonprofit status in accordance with the Internal Revenue Code of the United States and such applicant may purchase an umbrella exposition license pursuant to the fees established by resolution upon the following conditions:
 1. Not less than 75 percent of the net profits of such exposition or sale shall be retained by the nonprofit organization benefiting from the event.
 2. The nonprofit organization complies with all of the conditions set forth in subsection A of this section.

(Ord. _____ § ____, 2021; Ord. 895 § 1, 2008; Ord. 860 § 8, 2008; Ord. 825 § 1, 2006; 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.)

Chapter 5.21
TEMPORARY OR TRANSIENT MERCHANT BUSINESS LICENSES
(Repealed Ord.____, §____, 2021)

MARCH 15 MEETING DRAFT

Chapter 5.22 Performers

5.22.010 Definitions.

5.22.020 Intent and purpose.

5.22.030 Cooperative performances; limit on number of street performers.

5.22.040 Regulations.

5.22.010 Definitions.

As used in this section, the following terms shall have the following meanings:

- A. *Perform* or *performance* is audible or visual entertainment such as, but not limited to, reciting or singing, acting, dancing, miming, pantomiming, playing a musical instrument or performing a theatrical or literary work.
- B. *Performer* is an individual who performs on public property within the Town.

(Ord. _____ § _____, 2021).

5.22.020 Intent and purpose.

The Town Council finds and determines the following:

- A. Permitting regulated performances by performers would enhance the character and culture of the Town. Performers are engaged in commerce as entertainers who receive gratuities in exchange for the artistic value of the performance.
- B. Performers have a right to perform on public property, but unregulated performances are also likely to cause adverse impacts to the community such as: gathering crowds attracted to the entertainment offered in public locations not appropriate for street performances because of insufficient room for crowds; blocked access to fire hydrants, sidewalks and public pathways; blocked ingress and egress of buildings; the risk of disrupting nearby motor vehicle traffic; interference with the operation of commercial activities; and disturbance of the quiet enjoyment of residents. Performances are distinguished from panhandling activities by the commercial nature of the performer's actions which provide the benefit of a live performance of artistic value in exchange for gratuities from citizens in appreciation of the performance. Therefore, the nature and character of a performance differs from solicitation of alms and/or charitable contributions.
- C. For these reasons, it is the intent of the Town to permit performances to careful regulation in order to reduce or eliminate adverse impacts associated with unregulated or poorly regulated performances. The purpose of this section is to create a means of regulation which ensures the ability of performers to perform in public spaces and to promote harmony among performers, local businesses, permitted special event sponsors, residents and visitors of the Town by balancing the interests of performing artists with those of citizens.

(Ord. _____ § _____, 2021).

5.22.030 Cooperative performances; limit on number of street performers.

- A. Any performance may be performed cooperatively by no more than five total performers, provided that the performer or group of cooperating street performers stay at least 100 feet away from all other performances. Each cooperative performer within a single group is required to meet the permitting requirements of this section.
- B. The provisions of this subsection shall not relieve any performer in a cooperating street performance from complying with the regulations contained in chapter 5.22.060.

5.22.040 Regulations.

Performers shall comply with the following regulations:

- A. Performers shall not perform within the travel lane, parking spots or shoulder of any highway or street, whether from a vehicle or not, nor within ten feet of the outer edge of the travel lane or shoulder of a street or highway, with the exception of being on a sidewalk.
- B. Performers shall not block or cause the blocking of any sidewalk, passageway, street, bus stop, crosswalk, or any ingress or egress to any building, structure, driveway or other passage. A minimum of five feet of unobstructed pathway on all sidewalks and crosswalks must be maintained at all times.
- C. No performer shall utilize or prevent the public from utilizing any waste receptacles, fire hydrants, public amenities, public benches, or other street furniture during a performance.
- D. Performers shall perform at least 100 feet away from other performers.
- E. Performances are not permitted before 10:00 a.m. any day nor after 10:00 p.m. Sunday through Thursday nor after 12:00 a.m. Friday and Saturday.
- F. Performers shall not commit any violation of the Jackson Municipal Code noise control provisions.
- G. Amplification devices are prohibited during performances.
- H. No performer on public property shall connect to, or cause to be connected to, any source of electrical power or a water supply system as part of a performance.
- I. No performer shall claim a greater right to perform at any location over a performer who arrives first at the same location.
- J. Performers shall not perform on private property without written permission of the property owner. Performers are required to keep the writing granting such permission on their person during any performance on private property.
- K. Performers may accept contributions of money or property at their performance in exchange for their artistic performance and may sell audio or video recordings of their own artistic works. Performers shall not sell any other goods, wares, or works of art or conduct any other service on public property in connection with a performance.
- L. Performers shall not infringe upon or detract from the purpose of special events or vendor activities for which a Town permit has been issued to another party. Performers shall not perform at such permitted special events or vendor activities without the written permission of the special event permit holder. A special event permit holder may only grant permission to perform within the special event area to a performer permit holder. Performers are required to keep the writing granting such permission on their person during any performance at permitted events, gatherings or activities.
- M. During a performance, no performer shall use in any way fire, sharp instruments or objects, spray paint, aerosols, dangerous weapons, or any form of harmful chemicals.
- N. No performer shall use any animal as a part of a performance. A performer may be accompanied by a service or disability assistance animal.
- O. While conducting a performance, a performer shall not use language or gestures, or display any matter which:
 - 1. Is obscene as defined in Wyoming Statute § 6-4-301; or
 - 2. Constitutes breach of the peace as set forth in Wyoming Statute § 6-6-102.
- P. Performers may display one sign no larger than 18 inches by 18 inches. Said sign may be placed on a prop or sandwich board-type stand in a location no closer than three feet from any curb and not in any location which impedes any foot traffic, parking or persons entering or exiting any motor vehicle. Performers shall remove such signs from any location at the conclusion of their performance. No sign, handbill, flyer or other advertisement shall be left at any location after the conclusion of a performance.
- Q. Performers shall not be under the influence of alcoholic beverages or other controlled or intoxicating substances while performing.

- R. Performers shall be liable for any property damage or injury resulting from a performance.
- S. Performers shall promptly comply with the directions of any Town official to cease or relocate performances when the Town official determines that such action is necessary for public safety or to comply with the provisions of this chapter.

(Ord. _____ § ____, 2021).

MARCH 15 MEETING DRAFT

Chapter 5.24
BUSINESS LICENSE TAX--PENALTIES
(Repealed Ord. _____, § _____, 2021)

MARCH 15 MEETING DRAFT

Chapter 5.28
LIQUOR LICENSES AND PERMITS*

***Note**--See Title 6, Liquor Licenses and Permits.
Repealed (Ord. 853, §1, 2007).

MARCH 15 MEETING DRAFT

**Chapter 5.32
PAWNBROKERS**

Sections:

- 5.32.010 Definitions.**
- 5.32.020 License--Required.**
- 5.32.030 License issuance prohibition.**
- 5.32.040 License--Fee.**
- 5.32.050 Retention of pawned goods.**
- 5.32.060 Repealed.**
- 5.32.070 Records.**
- 5.32.080 Repealed.**
- 5.32.090 Minors.**
- 5.32.100 Stolen goods.**

5.32.010. Definitions.

Certain words and terms in this chapter are defined for the purpose thereof as follows:

- A. *Pawn* means a species of bailment, made for the mutual benefit of bailor and bailee, arising when goods are delivered to another as a pawn for security to him on money borrowed by bailor.
- B. *Pawnshop* means the place where a pawnbroker conducts their business.

(Ord. 860 § 11, 2008; Ord. 168 § 1, 1974.)

5.32.020. License--Required.

- A. No person, firm or corporation shall conduct or operate the business of pawnbroker without having first obtained a license therefor as is herein provided, or in violation of any of the provisions herein contained.

(Ord. 860 § 11, 2008; Ord. 168 § 2, 1974.)

5.32.030. License issuance prohibition.

- A. No license shall be issued to a person who has been convicted of the offense of receiving stolen goods.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 168 § 3, 1974.)

5.32.040. License--Fee.

- A. The annual fee for a pawnbroker's license shall be in the amount established by resolution.

(Ord. ____ § ____, ____; Ord. 1280 § 3, 2021; Ord. 860 § 11, 2008; Ord. 168 § 4, 1974.)

5.32.050. Retention of pawned goods.

- A. Every article of any kind or description taken in pawn shall not be sold by the pawnbroker for a period of two months, during which time the same shall not be shown, either for sale or inspection, to any person other than a police officer. Nothing in the foregoing sentence shall preclude the person pawning the goods from redeeming the same during the two-month period.

(Ord. 860 § 11, 2008; Ord. 229 § 1, 1977; Ord. 168 § 5, 1974.)

5.32.060. Repealed.

(Ord. ____ § ____, ____; Ord. 860 § 11, 2008; Ord. 229 § 2, 1977; Ord. 168 § 6, 1974.)

5.32.070. Records.

A. Every pawnbroker doing business in the Town shall keep a record for every article pledged with him or sold to him. Each such record shall include the full name, address, driver's license or other identification number, of the person pledging or selling any article to the pawnbroker, together with a description of the article, including serial numbers or other identifying marks (if applicable), and this record shall be open to the inspection of any law enforcement officer at any time during the hours of business.

B. Not later than the end of each working day, each pawnbroker shall make and deliver to the police department a copy of the entries made in the pawnbroker's record book on the preceding day, which report shall include all purchases and pawns transacted with individuals from the time of the last report to the day such report is made. Such reporting shall be by hand delivery, via fax, e-mail, or such other means as the police department may prescribe from time to time.

(Ord. 860 § 11, 2008; Ord. 662 § I, 2000; Ord. 488 § 1, 1994; Ord. 168 § 7, 1974.)

5.32.080 Weapons (Repealed).

(Ord. ____ § __, ____; Ord. 860 § 11, 2008; Ord. 168 § 8, 1974.)

5.32.090. Minors.

A. No pawnbroker shall have any business dealings as a pawnbroker with any person less than 18 years of age, except with the written consent of the parent or guardian of the minor to each particular transaction. No pawnbroker's license shall be issued to any person who is not 19 years of age or over; and no pawnbroker shall employ a person of less than 19 years of age to assist him in his business.

(Ord. ____ § __, ____; Ord. 860 § 11, 2008; Ord. 168 § 9, 1974.)

5.32.100. Stolen goods.

A. It shall be the duty of every pawnbroker to report to the police or to the county sheriff any article pledged with him if he has reason to believe that the article was stolen or lost, and found by the person attempting to pledge it in the case of a lost article.

(Ord. ____ § __, ____; Ord. 860 § 11, 2008; Ord. 168 § 10, 1974.)

Chapter 5.48
BINGO AND PULL TAB REGULATIONS

Sections:

- 5.48.010. Purpose of provisions.
- 5.48.020. Definitions.
- 5.48.030. License required.
- 5.48.039 Location.
- 5.48.040. License--Eligibility.
- 5.48.050. License fee.
- 5.48.060. Financial responsibility.
- 5.48.070. Combination of interests prohibited.
- 5.48.080. License application--Requirements.
- 5.48.090. License--Issuance or denial--Display required.
- 5.48.100. Conduct of games.
- 5.48.120. Restrictions on players.
- 5.48.130. Posting of odds required.
- 5.48.140. Pull tabs--Use of.
- 5.48.150. Examination of books, records and personnel.
- 5.48.160. Distribution of gross proceeds.
- 5.48.170. Equipment and supplies.
- 5.48.180. Gratuities prohibited.
- 5.48.190 Violation--Penalty. (Repealed.)
- 5.48.200. Suspension and revocation. (Repealed.)
- 5.48.210. License--Duration--Renewal--Transferability. (Repealed.)

5.48.010. Purpose of provisions.

- A. It is declared that the unregulated conduct of games of chance sponsored by charitable or nonprofit organizations is a threat to the health, safety and welfare of the citizens of the Town.
- B. It is further declared that the purpose of this chapter is to
 - 1. Protect the health, safety and welfare of the public;
 - 2. Protect the economic welfare and interest in fair play of participants in games of chance;
 - 3. Ensure that the fundraising potential of games of chance are fairly and fully available to charitable or nonprofit organizations within the Town;
 - 4. Prevent purposes for which games of chance are sponsored by charitable or nonprofit organizations from being subverted by improper elements;
 - 5. Monitor and control the organization, conduct and accounting of games of chance in order for the Town to promote the public welfare.

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

5.48.020. Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

- A. *Bingo* means a game of chance in which:
 - 1. The winning chances are determined by a random selection of a subset of numbers or designators or objects numbered, lettered or otherwise designated by some medium among a total set of numbers of designators or object numbered, lettered or otherwise designated by some medium.
 - 2. The card or cards held by the player by which a winner or winners are associated is sold, rented or used only at the time and place of the gaming activity.

3. The term "bingo" shall not mean or include any activity which is prohibited under Wyo. Stat. Ann. title 6, as amended, dealing with crimes and offenses.

B. *Charitable or nonprofit organization* means an organization recognized as a charitable or nonprofit organization under the Wyoming Statutes and which possesses a valid exemption from federal income tax issued by the United States Internal Revenue Service under applicable provisions of the Internal Revenue Code and provided that the proceeds of such games are used only for charitable or nonprofit purposes.

C. *Gross proceeds* means any money collected or received from the conduct of bingo games, raffles, pull tabs or admission thereto.

D. *License holder* means the organization licensed to conduct games under this chapter or any member, employee or volunteer charged with compliance with this chapter and applicable state statutes.

E. *Minor* means a person under the age of 18 years.

F. *Pull tabs* means single or banded tickets or cards each with its face covered to conceal one or more numbers or symbols, where one or more card or ticket in each set has been designated in advance as a winner. The term "pull tabs" shall also include the devices known as "pickle cards," "break opens," "Nevada tickets," "pickles" or other similar devices.

G. *Set (of pull tabs)* means a prepacked group of pull tabs in which the value, number and distribution of winning and non-winning pull tabs is known and determined by the manufacturer. Also known as a *deal*.

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

5.48.030. License required.

A. A charitable or nonprofit organization shall not conduct a bingo game to which the public is invited nor sell pull tabs to the public without a license issued by the Town under the applicable requirements of this title.

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

5.48.039 Location.

A. Each gaming license issued entitles the charitable or nonprofit organization to operate such games only in the location described in such license.

(Ord. ____ § ____, 2021).

5.48.040. License--Eligibility.

A. A license may be issued to a charitable or nonprofit organization which conducts bingo, pull tabs or other gaming activities permitted by Wyoming Statutes on premises owned, leased or rented by the organization with volunteer personnel who are bona fide members of the organization or personnel paid by the organization as paid employees directly controlled and supervised by the licensed organization for the sole benefit of the organization.

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

5.48.050. License fee.

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

(Ord. 1280 § 3, 2021; Ord. 860 § 12, 2008; Ord. 432 § 1(part), 1991.)

5.48.060. Financial responsibility.

A. The holder of any gaming license under this chapter shall furnish the office of the Town Manager, or their designee a bond, line of credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.

B. If, in the judgment of the Town Manager, or the Town Council, the sureties of a bond or other form of guarantee of financial responsibility are insolvent or for any cause are no longer proper or sufficient guarantors, the Town Manager, or their designee may require the license holder to furnish a new or additional bond or guarantee.

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

5.48.070. Combination of interests prohibited.

A. A charitable or nonprofit organization which conducts games of chance permitted under Wyoming State Statutes shall not be a manufacturer or distributor of supplies or equipment for such games.

B. A charitable or nonprofit organization which conducts permitted games of chance shall not:

1. Have a direct or indirect interest of any kind in any entity which manufactures or distributes supplies or equipment for games of chance; or
2. Have any members of the organization serve as an officer, director, shareholder of more than two percent of the shares or as a proprietor or employee of an entity which manufactures or distributes supplies or equipment for games of chance.

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

5.48.080. License application--Requirements.

A. When an application for a license and supporting documentation or a renewal has been filed with the Town Manager, or their designee, with the required license fee and amounts necessary to cover costs of publishing notice, the Town Manager, or their designee shall prepare a notice of application, place the notice conspicuously upon the premises shown on the application, and publish the notice in a newspaper of local circulation once a week for three consecutive weeks. The notice shall state that the named applicant has applied for a license or renewal, and that protests against the issuance or renewal of the license or permit will be heard at a designated meeting of the licensing authority.

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

5.48.090. License--Issuance or denial.

A. The Town Council may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the Town.

B. The Town Council may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.

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

5.48.100. Conduct of games.

A. Only the organization authorized to conduct a game of chance under this chapter shall operate such game(s) or participate in the promotion, supervision or any other phase of such game(s).

B. All games shall be organized and conducted in a fair and unbiased manner. No activities which would be considered unfair to either players or the benefitted organization are permitted.

C. Any game conducted from 12:01 a.m. to six a.m. shall be considered to be conducted on the previous day unless no gaming session was conducted that day.

D. All games which are advertised or otherwise promoted shall be played. Games may have qualifying conditions, such as a minimum number of players, but such conditions must be included in any advertising or other publicity.

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

5.48.120. Restrictions on players.

A. Minors may be present at a gaming session only when accompanied by parent or guardian. Minors may participate in the sessions only to the extent of marking the parent's or guardian's bingo cards. At no other time may a minor participate in any other gaming activity addressed in this chapter.

B. No person under the influence of drugs shall be allowed to participate in any gaming activity under this chapter.

C. No volunteer or employee of a charitable or nonprofit organization shall participate in an authorized game of that organization.

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

5.48.130. Posting of odds required.

A. There shall be posted at any location where gaming activities are conducted a conspicuously placed and readable sign stating the odds of winning in each game to be played at the location and at the session.

B. For bingo, the odds shall be calculated for a single bingo card played with 99 other random bingo cards. Odds need not be posted for games with guaranteed winners or for games where the odds of winning are less than 500:1.

C. For pull tabs, the odds shall be calculated from a single pull tab from a particular unopened set.

D. Any advertising for gaming activities must include all prizes or combination of prizes. Advertising includes, but is not limited to, all signs, flyers, handbills, radio ads or television ads whether published, posted or distributed. All advertisements shall be in compliance with the ordinances of the Town.

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

5.48.140. Pull tabs--Use of.

A. The number and amount of pull tabs from a set which have won or lost, the amount of payout, or any similar information which would reveal other than the posted odds of winning or losing may be tabulated for accounting and managerial purposes but shall not be communicated to any player or potential player.

B. No set of pull tabs may be removed from play or withdrawn from sale until at least 100 percent of the major prizes have been paid to the players or no sales from the set have been made for ten days when the set was available for sale. A "major prize" is any prize of eight times the purchase price of the pull tab or greater.

C. Any set of pull tabs must be purchased by the operator as a sealed premixed set. It is specifically forbidden for an operator to purchase or otherwise acquire winning and non-winning pull tabs separately.

D. No organization, distributor or manufacturer or any representative, either with knowledge or with constructive knowledge, shall possess, display, put out for play, sell or otherwise furnish to any person any deal of pull tabs:

1. In which the winning pull tabs are not completely and randomly distributed and mixed among all other pull tabs in the set;

2. In which the location or approximate location of any of the winning pull tabs can be determined in advance of opening the pull tabs in any manner or by any device, including, but not limited to, any pattern in the manufacture, assembly or packaging of pull tabs by the manufacturer, by any markings on the pull tabs or container, or by the use of a light.

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

5.48.150. Examination of books, records and personnel.

A. The Town Manager, or their designee, shall have the power to examine or cause to be examined the books and records of any charitable or nonprofit organization to which a gaming license is issued so far as they relate to any transactions connected with holding and conducting games of chance.

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

5.48.160. Distribution of gross proceeds.

- A. During any gaming activity, no less than the percentage of the gross proceeds specified by Wyo. Stat. Ann. 6-7-101(a)(iii)(D)(IV) shall be returned to the players in the form of prizes. Merchandise prizes shall be valued at the cost to the charitable or nonprofit organization awarding the prize. The return percent may be calculated either on a session-by-session or a monthly basis.
- B. All prizes valued at \$500.00 or less shall be distributed to the winning players on the day of the game. Prizes exceeding \$500.00 in value shall be distributed to the winners no later than the next banking day. Cash prizes of \$500.00 or less may be distributed in the form of cash; cash prizes exceeding \$500.00 shall be in the form of a check; cash prizes exceeding \$1,000.00 shall be in the form of a certified check, money order or other form of guaranteed negotiable instrument.
- C. A charitable or nonprofit organization conducting gaming activities under this chapter shall provide an itemized accounting of all charitable donations made from gaming proceeds. Such information is to be provided to the Town Manager, or their designee. Such report shall be submitted with the annual application for renewal.

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

5.48.170. Equipment and supplies.

- A. All equipment, supplies and materials used in the conduct of gaming activities shall be purchased, leased or otherwise acquired by the charitable or nonprofit organization at no more than fair market value.
- B. Any sale or lease of equipment, supplies and materials used in the conduct of gaming shall be considered a separate transaction from the sale, rent or lease of the premises used for the conduct of gaming. In no case may the sale, rent or lease of premises be contingent upon the sale, lease or rent of equipment, supplies and materials from a particular person or organization.

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

5.48.180. Gratuities prohibited.

- A. Volunteers, employees or supervisory personnel assisting with the conduct of a permitted gaming activity shall not accept any tip, gratuity or any other thing of value from any player of a game.
- B. A license holder shall not receive, either directly or indirectly, any gifts, trips, prizes, provisions or other thing of value from any manufacturer or distributor of gaming supplies or equipment except for nominal promotional prizes or benefits, but in no case may the value of such prize exceed \$100.00 per calendar year.

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

5.48.190 Violation--Penalty. (Repealed.)

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

5.48.200. Suspension and revocation. (Repealed.)

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

5.48.210. License--Duration--Renewal--Transferability. (Repealed.)

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

Chapter 5.50
GROUND TRANSPORTATION

Sections:

- 5.50.010 Purpose – Authority – General Provisions.
- 5.50.020 Definitions.
- 5.50.025 Permits required.
- 5.50.030 Exemptions.
- 5.50.040 Ground transportation business license – Fee; Insurance.
- 5.50.050 Vehicle permit.
- 5.50.060 Operator’s permit.
- 5.50.070 Permit – Contents. (Repealed.)
- 5.50.080 Display of license, permit and insurance upon request. (Repealed.)
- 5.50.085 Taxi fares.
- 5.50.090 Vehicle markings and signage.
- 5.50.095 Taxi roof lights.
- 5.50.100 License and permit - Liability insurance required.
- 5.50.110 Repealed (Ord. 961 §1, 2010).
- 5.50.115 Issuance of receipts
- 5.50.120 License and permit – Term - Automatic expiration of license or permit.
- 5.50.130 Transfer of permit.
- 5.50.140 General operating requirements.
- 5.50.150 Fraud and misrepresentation prohibited.
- 5.50.160 Denial, suspension and revocation upon criminal convictions or charges.
- 5.50.170 License and permit renewal. (Repealed.)
- 5.50.180 License and permit denial, revocation or suspension conditions. (Repealed.)
- 5.50.190 Penalty. (Repealed.)

5.50.010 Purpose – Authority – General Provisions.

- A. The purpose of this chapter is to regulate and license businesses within the Town that provide public transportation services to the public to and from the Town, including courtesy vehicles, taxi’s, limousines, or executive services vehicles as defined in this chapter, and the operators or drivers for the ground transportation businesses.
- B. Every licensee and permittee providing services to the public under the provisions of this chapter must abide with the motor vehicle and traffic provisions of Title 10 of this code and federal and state law. (Ord. ____ §__, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

- A. *Courtesy vehicle* means any motor vehicle, regardless of size, used regularly to transport persons and baggage to or from any hotel, motel, lodge, or other similar tourist accommodation and includes vehicles used to support non-transportation businesses such as float trips, for which no charge is paid directly by the passenger.
- B. *Executive services vehicle* or *limousine* means a vehicle meeting each of the following standards:
 - 1. Operating with advanced reservations;
 - 2. Operating for a single client or client group;

3. Using vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxi's; and

4. Providing specialized services in addition to point-to-point transportation.

C. *Fare* means that portion of the charge for hire of a ground transportation vehicle. the fare includes sales tax. The fare does not include any surcharge added as a consequence of using of a credit card to pay the fare.

(Ord. ____ § __, ____; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009)

D. *Fully licensed* means to have a ground transportation business license, operator's permit, and a vehicle permit.

E. *Ground transportation business* means any business operating a ground transportation vehicle of any make, model or size used or offered on a regular or continuing basis, whether or not for hire, to transport persons within, to and from the Town.

F. *Ground transportation business license* means a business license issued by the Town for the purposes of engaging in a ground transportation business.

G. *Ground transportation vehicle* means any motor vehicle used to provide taxi, executive vehicle, or limousine services to the public within, to or from the Town of Jackson.

H. *Operator* or *driver* means any person authorized by the Town to operate a ground transportation vehicle.

I. *Operator's permit* means the permit issued to a person allowing that person to drive or operate a ground transportation vehicle.

J. *Taxi* means any motor vehicle, other than a bus or courtesy vehicle, used to carry passengers for hire on a call and demand expedited basis over the public streets of the Town, between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.

K. *Third-party contractor* means any person operating a ground transportation vehicle, either owned by the operator or a ground transportation business, who is not directly employed by said business and who is instead hired on a contractual basis to operate the vehicle.

L. *Vehicle permit* means a permit issued to a vehicle allowing that vehicle to be used as a ground transportation vehicle.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.025 Permits required.

A. No person shall provide taxi, executive vehicle, or limousine services in the Town without being fully licensed.

B. All third-party contractor vehicles and operators shall be regulated as either a courtesy vehicle, taxi, executive services vehicle, or limousine in accordance with this chapter.

5.50.30 Exemptions.

A. Exemptions. The following are exempt from the vehicle and operator's permits required in this chapter:

1. Vehicles used in interstate or foreign commerce.

2. Vehicles owned and operated by a school or school district and used only to transport students or teachers to and from school or to and from approved school activities.

3. Vehicles used primarily to transport members of the owner's family or agents or employees of the owner.
4. Vehicles owned by or operated under a contract with the Town or Teton County for public transportation.
5. Courtesy vehicles and vehicles used to support non-transportation businesses, such as hotel shuttles.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.040 Ground transportation business license – Fee; Insurance

- A. 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. 1280 §3, 2021; Ord. 995 §1, 2011; Ord. 922 §1, 2009.)

- B. Insurance. Prior to initial issuance or any renewal of a ground transportation business license, the applicant shall submit to the Town Manager, or their designee, a current policy of insurance that indicates that the vehicle(s) to be utilized is approved by the insurance company to be operated as a "taxi" or an "executive services vehicle/limousine" in such amounts as the Town Council shall from time to time determine appropriate, executed by an insurance company qualified to do business in the state, and approved by the Town Council, insuring any person against loss or damage to person or property resulting to said person or said person's beneficiaries from the negligent operation of any ground transportation vehicle operated by or on behalf of the owner thereof. The applicant shall also list the Town as a "certificate holder" on the policy of insurance and provide proof thereof.

(Ord. ____ § __, ____; Ord. 1100 §1, 2015, Ord. 961 §1, 2010; Ord. 922 §1, 2009).

5.50.050 Vehicle Permit

- A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle without first obtaining a vehicle permit. Such permit shall be unique to the vehicle and to the ground transportation business to which it is assigned.
- B. Fee required. The annual fees for new vehicle permits shall be in an amount established by resolution. The vehicle permit fee shall accompany the application for a permit.
- C. Only duly licensed ground transportation businesses may apply for a vehicle permit.
- D. Only vehicles owned or leased in the name of the ground transportation business or a third-party contractor may be issued a vehicle permit.
- E. Inspection by qualified mechanic. A copy of a vehicle safety inspection performed by a qualified automobile mechanic and completed within thirty (30) days of the application, whether initial or renewal, must be attached to the application. At a minimum, the inspection shall verify the safety and working order of the following;
 1. Brakes;
 2. Tires;
 3. Steering;
 4. Suspension components;
 5. Exhaust system;

6. Windshield and wipers;
7. Lighting, including head lights, tail lights and brake lights.

F. Inspection by Town. In addition to the safety inspection required above, all applicants for vehicle permits, including renewals, must submit said vehicle to the Town Manager, or their designee, for an inspection prior to the issuance of a vehicle permit.

(Ord. ____ § ____, ____; Ord. 1280 §3, 2021; Ord. 1137 §1, 2016; Ord. 1061 §1, 2014, Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.060 Operator's Permit

- A. Permit required. It shall be unlawful for any person to operate or drive a ground transportation vehicle in the Town of Jackson without first obtaining an operator's permit, including those operating or driving as third-party contractors.
- 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.
- C. Operator's Permit Restrictions. No operator's permit shall be issued under this chapter to any person under any of the following conditions:
 1. The person is under the age of twenty-one (21) years;
 2. To any person who does not possess a valid driver's or commercial driver's license in compliance with Wyoming state statutes;
 3. Within three (3) years from the date on which the person's driver's or commercial driver's license is revoked, denied or suspended;
 4. To any person adjudicated mentally incompetent by a court of law;
 5. To any person who is currently required to register as a sex offender in the state or in any other state or territory of the United States;
 6. To any person who has been convicted or received a deferred adjudication for drunk driving while under the influence of alcohol or controlled substances within three (3) years preceding the application for a permit;
 7. To any person who has been convicted of four (4) moving traffic violations within the preceding twelve (12) months of the date of application;
 8. Whenever the applicant has demonstrated disregard for the general public safety or welfare or demonstrated a pattern of behavior that could be construed as manifesting a disregard for public safety or welfare, including but not limited to orders granted against the applicant for stalking, protection orders, etc.;
 9. To any person who does not reside in the United States legally.

(Ord. ____ § ____, ____; Ord. 1280 §3, 2021; Ord. 1029 §1, 2013; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.070 Operator's Permit - Contents. (Repealed.)

(Ord. ____ § ____, ____; Ord. 922 §1, 2009.)

5.50.080 Display of license, permit and insurance upon request. (Repealed).

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.085 Taxi fares.

- A. 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 all trips, the maximum fares shall be in an amount established by resolution.
- B. A schedule of fares, charges, and credit card surcharges must be prominently and clearly displayed in a conspicuous place within each taxi at all times. The rate card shall contain the notation: All fares include applicable sales tax and do not include credit card surcharges.
- C. Upon request for such information, a passenger shall be informed as to the exact amount(s) of any additional fees for which a charge is applied.
- D. A surcharge may be added to a fare as a consequence of using a credit card to pay the fare and, if charged, shall be equal to, and no more than, the surcharge charged to the ground transportation business by the applicable credit card company.

(Ord. ____ § __, ____).

5.50.090 Vehicle markings and signage.

- A. No business license shall be issued to any person, firm or corporation until a designated monogram, name or insignia shall be adopted by the applicant and approved by the Town Manager, or their designee, which designation shall not conflict with or imitate any monogram, name or insignia used by another licensee in such manner as to be misleading or to tend to deceive or defraud the public.
- B. Every taxi permitted shall have painted or displayed a permanently affixed marking or signage on the rear of the vehicle, which includes the name of the company operating the ground transportation business, business telephone number and the Town vehicle permit number. No signs shall be paper or affixed with glue or tape of any kind, other than that of a self-adhesive design normally found for attachment of professionally created decaling. Lettering shall not be less than two and one-half inches in height and one-half inch stroke. All other ground transportation vehicles are not required by the Town to have decaling of any kind other than what may be required by Wyoming State Statutes.
- C. The Town vehicle permit number shall be furnished by the , Town Manager, or their designee, and shall be a unique identifier. Each number shall be attached to the left side of the rear of the vehicle. This requirement applies to all ground transportation vehicles. No Town permit decal shall be transferred to another vehicle or to different company.
- D. In the event a ground transportation business license is denied, all vehicle insignias must be removed immediately.

(Ord. ____ § __, ____).

5.50.095 Taxi Roof lights

- A. Every taxi operating under a vehicle permit shall have a taxi roof light affixed to the exterior of the roof within the front third of the vehicle roof while operating. Every roof light shall be capable of illuminating. Operators of a taxi shall have the light illuminated when on-duty and available to transport passengers. Operators of a taxi may turn the illumination of the light off when either out of service or when a rider(s) is

in transport. Upon completion of a rider transport, the operator of the taxi shall again illuminate the light if the taxi is back in service and available for transport.

(Ord. ____ § __, ____).

5.50.100 Licenses and Permit - Liability insurance required.

- A. No person shall operate any ground transportation business within the Town without first having obtained a commercial public liability and property damage insurance policy from an insurance company licensed to do business in the State of Wyoming, with dollar limits required by Wyoming State Statute. The applicant shall list the Town as a “certificate holder” on the policy of insurance. Said insurance shall specify if the vehicle to be operated is insured as a taxi, an executive services vehicle or limousine, or both. If an executive services vehicle or limousine also operates as a taxi, or vice versa, then the operator must be covered by an insurance policy sufficient to cover both executive and taxi services.
- B. Any person engaged in a ground transportation business within the Town shall submit their commercial public liability and property damage insurance policies to any official of the Town for examination upon request.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.110 Repealed.

(Ord. 961 §1, 2010.)

5.50.115 Issuance of receipts.

- A. Upon request, the operator of the vehicle shall furnish passengers receipts for fees collected.

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.120 Licenses and permits – Term; Automatic expiration.

- A. Ground transportation business licenses, vehicle permits, and operator’s permits issued under this chapter shall be valid for a period of time of one (1) year and shall expire one (1) year from the date of issuance, provided that any license or permit issued under this chapter shall expire immediately if
 1. The liability insurance lapses or is otherwise cancelled or is altered in a manner that does not coincide with the method of operation, i.e. changed from taxi to executive services or limousine service, etc.; or
 2. The operator’s state-issued driver’s license is expired, cancelled, revoked, or suspended..

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.130 Transfer of license or permit.

- A. Licenses or permits issued under this chapter are personal privileges and shall not be assignable or transferable to any other person, corporation or firm. Notwithstanding the foregoing, operator’s permits are transferable between ground transportation businesses if used by a single individual operator.

(Ord. ____ § __, ____; Ord. 922 §1, 2009.)

5.50.140 General Operating Requirements.

- A. Additional passengers. Whenever the operator or driver is transporting a passenger or passengers, such passenger or passengers shall have the exclusive right to full and free use of the passenger compartment, and it is unlawful for the operator to solicit or carry an additional passenger or passengers therein, except with the consent of the passenger or passengers then being transported.
- B. Alcoholic Beverages prohibited. No operator or driver of a ground transportation vehicle shall have any measurable amount of alcohol or illegal controlled substance in their system while operating or in actual physical control of a ground transportation vehicle.
- C. Subject to random roadside driver inspections and safety checks. Vehicles and operators permitted under this Chapter are subject to random roadside inspections by any police officer and may be inspected at such intervals as shall be established by the Chief of Police to ensure compliance with this Chapter.
- D. Smoking in vehicles prohibited. It is unlawful for any operator, driver or passenger to smoke within a Ground Transportation Vehicle.
- E. Personal Pets Prohibited. It is unlawful for the operator or driver to carry a personal pet of any kind within a Ground Transportation Vehicle other than those service animals individually trained to do work or perform tasks for the operator or driver with a disability as defined by the Americans with Disabilities Act (ADA) regulations.
- F. All operators under this chapter, including third party contractors, shall abide by all rules and regulations of the Jackson Hole Airport Board as they pertain to the regulation and movement of ground transportation vehicles while on the Jackson Hole Airport property or conducting business at the Jackson Hole Airport property.

(Ord. ____ § ____, ____; Ord. 1001 §1, 2012; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.150 Fraud and misrepresentation prohibited.

- A. It is unlawful for any owner, operator, driver, or for any person soliciting patronage for any ground transportation vehicle, to induce or attempt to induce any person to employ them by knowingly or wantonly misinforming or misleading such person as to the time or place of the arrival or departure, or the location of any hotel, public place or private residence within the Town, or to practice any deceit, fraud or misrepresentation in any manner whatever relative to matters pertaining to their business.
- B. It is unlawful for any owner, operator or driver to charge rates in excess of those prescribed herein.
- C. It is unlawful to refuse to pay for a ride in a ground transportation vehicle once the ride has commenced.

(Ord. ____ § ____, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.160 Denial, suspension and revocation upon criminal convictions or charges.

- A. In addition to the grounds set forth in chapter 5.04, the Town Manager, or their designee, may deny, suspend or revoke any ground transportation business license, vehicle permit or operator's permit issued pursuant to this chapter if they become aware of any criminal conviction or criminal charges and they determine, based on the factors below, that the criminal conviction or criminal charges compromise the person's ability, capacity, or fitness to hold a ground transportation business license, vehicle permit, or operator's permit:

1. The nature and seriousness of the crime;
2. The relationship of the crime to the purpose for requiring a ground transportation business license, vehicle permit, or operator's permit;

3. The extent to which a ground transportation business license, vehicle permit or operator's permit might offer an opportunity to engage in further criminal activity of the similar type as that in which the person had previously been involved;
4. The relationship of the crime to the ability or capacity required to perform the duties and responsibilities under a ground transportation business license, vehicle permit, or operator's permit;
5. Any correlation between the elements of the crime and the duties and responsibilities of the ground transportation business license, vehicle permit, or operator's permit.

B. When the Town Manager, or their designee, denies, suspends or revokes a license or permit pursuant to this section, the procedure shall be in accordance with chapter 5.04.

C. If the criminal charges are either dismissed or an acquittal is rendered the license or permit shall be reinstated.

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.170 License or permit renewal (Repealed).

(Ord. ____ § __, ____; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

5.50.180 License or permit denial, revocation, or suspension conditions. (Repealed.)

(Ord. ____ § __, ____; Ord. 995 §1, 2011; Ord. 961 §1, 2010; Ord. 922 §1, 2009.)

Chapter 5.52
GENERAL BUSINESS REGULATIONS
(Ord. _____ §____, 2021.) (Repealed.)

MARCH 15 MEETING DRAFT

Chapter 5.60
RESIDENTIAL SHORT-TERM RENTAL PERMITS

Sections:

- 5.60.010 Intent and purpose.
- 5.60.020 Definitions.
- 5.60.030 Prohibitions.
- 5.60.040 Residential short-term rental permit required.
- 5.60.050 Residential short-term rental business operational requirements.
- 5.60.060 Permit renewal.
- 5.60.070 Permit expiration.
- 5.60.080 Permit denial. 5.60.090. Appeal.
- 5.60.100 Fraud and misrepresentation.
- 5.60.110 Administrative enforcement.
- 5.60.120 Reserved.
- 5.60.130 Reserved.

5.60.010. Intent and purpose.

- A. The natural, wildlife, agricultural, and scenic resources found in the Town of Jackson are essential components of the community's economic base and establish the character of the community. The economic base of the community is tourism and the future success of tourism is directly linked to the community's ability to provide an enjoyable experience to people who have many alternative locations to vacation. The location of tourist facilities and the quality of the facilities are important parts of the tourist experience in Jackson, and thus this chapter seeks to ensure those facilities are of the highest quality.
- B. The intent and purpose of this chapter is to establish procedures and standards by which residential short-term rentals can be provided to tourists seeking them in a manner that protects both the quality of their experience and the community of Jackson. It is the Town of Jackson's intent to establish residential short-term rental regulations that promote a mix of lodging options to support Jackson's tourist base and local economy, while simultaneously upholding the health, safety and welfare of the public and preserving the long-term residential neighborhoods within the Town.

5.60.020. Definitions.

- A. *Residential short-term rental* means the rental of all or a portion of a residential unit such that occupancy is limited to less than one calendar month. One calendar month is the period of time from a day of one month to the corresponding day of the next month if such exists; or if not, to the last day of the next month. One calendar month shall be computed by excluding the first and including the last day (as from January 4 to February 3 or from January 31 to February 29).
- B. Words or phrases in this chapter necessitating a definition shall be defined pursuant to the Town Land Development Regulations, as amended.

(Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012.)

5.60.030. Prohibitions.

- A. No person shall sublet a residential short-term rental unit.

(Ord. ____ § ___, 2021; Ord. 1179 § 1, 2017; Ord. 1113 § 1, 2016; Ord. 1092 § 1(part), 2012.)

5.60.040 Residential short-term rental permits; application; transfer

- A. The residential short-term rental permit fee shall be in an amount established by resolution. for each residential short-term rental unit being permitted.
- B. Where one agent or owner manages or owns multiple residential short-term rental units within the same complex, a single consolidated permit application may be submitted. Each residential short-term rental unit will be assigned a unique permit number. If the units are managed by different owner representatives, despite being in the same complex, separate applications are required.
- C. Residential short-term rental permits are nontransferable, except that upon death the property may be transferred to an immediate family member.

(Ord. ____ § ____, 2021).

5.60.050 Residential short-term rental business operational requirements

- A. Notice to neighbors within 300 feet. Rental unit owners or their agents must provide notice to the owners of neighboring parcels within 300 feet of the short-term rental property, informing these neighbors that a residential short-term rental permit has been issued and providing the name and contact information for the local owner representative. The residential short-term rental permit holder has an affirmative duty to re-notify all applicable neighbors and the Town upon a change in the local owner representative.
- B. Advertising requirements. Any advertising, including but not limited to newspaper, radio, print, digital, or voice advertising of residential short-term rental units must include:
 - 1. The valid permit number issued to the unit; and
 - 2. For digital advertising, an effective internet link to the Town of Jackson short-term rental law.
- C. Lodging and sales taxes. residential short-term rental unit owners are subject to and responsible for collecting and remitting all applicable taxes, specifically including the sales and lodging taxes.
- D. Compliance with building and fire codes. All residential short-term rental units are subject to the applicable building and fire codes and prior to occupancy must be reviewed and approved for compliance with such codes by the Town Building Official and the Fire Marshal, respectively.

5.60.060 Permit Renewal (Repealed.)

(Ord. ____ § ____, 2021).

5.60.070 Permit Expiration (Repealed.)

(Ord. ____ § ____, 2021).

5.60.080 Permit ineligibility

- A. In addition to the grounds in chapter 5.04, a conviction for the operation of a residential short-term rental without a permit shall result in the property owner being ineligible for a permit for five (5) years.

(Ord. ____ § ____, 2021).

5.60.090. Appeal. (Repealed.)

(Ord. ____ § ____, 2021).

5.60.100 Fraud and Misrepresentation

- A. It is unlawful for any residential short-term rental unit owner or their agent to induce or attempt to induce any person to rent a unit by knowingly or wantonly misinforming or misleading such person as to the time

period for which the unit is available, the regulations applicable to residential short-term rental units, the location of the unit within the Town of Jackson, or the rental rate of the unit.
(Ord. ____ § ___, 2021).

5.60.110 Administrative Enforcement (Repealed.)

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

5.60.120. Repealed.

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

5.60.130. Repealed.

(Ord. ____ § ___, ____; Ord. 1179 §1, 2017).

MARCH 15 MEETING DRAFT

Chapter 5.70
ADULT ENTERTAINMENT BUSINESS

Sections:

5.70.010 Intent, rationale and purpose.

5.70.020 Legislative findings.

5.70.030 Definitions.

5.70.040 Operation standards.

5.70.050 Reserved.

5.70.010. Intent, rationale and purpose.

- A. Adult entertainment businesses require special supervision from the public safety agencies of the Town in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the Town.
- B. The Town Council finds that adult entertainment businesses, as a category of establishments, are frequently used for unlawful sexual activities, including prostitution.
- C. There is convincing documented evidence that adult entertainment businesses, as a category of establishments, have deleterious secondary effects and are often associated with crime and the downgrading of property values.
- D. The Town Council desires to minimize and control these adverse secondary effects and thereby protect the health, safety, and welfare of the citizenry; protect citizens from crime; preserve the quality of life; preserve the property values and character of surrounding neighborhoods and deter the spread of urban blight.
- E. The Town Council recognizes its constitutional duty to interpret, construe, and amend its ordinances to comply with constitutional requirements as they are announced.
- F. With the passage of the ordinance from which this chapter is derived, the Town Council accepts as binding the applicability of general principles of criminal and civil law and procedure and the rights and obligations under the United States and Wyoming Constitutions, the Wyoming State Statutes, and the Wyoming Rules of Civil and Criminal Procedure.
- G. It is not the intent of this chapter to suppress any speech activities protected by the United States Constitution or the Wyoming Constitution, but to enact an ordinance to further content-neutral governmental interests of the Town, to wit, the controlling of secondary effects of adult entertainment businesses.
- H. It is the purpose of this section to regulate the standards of adult entertainment business to promote the health, safety, and general welfare of the citizens of Jackson, Wyoming, and to establish reasonable and uniform regulations to address the adverse secondary effects of adult entertainment business within the Town. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction of the content of any communication material, including sexually-explicit materials. Similarly, it is not the intent or effect of this chapter to restrict or deny access by adults to sexually-explicit materials protected by the First Amendment to the United States Constitution, or articles 1 and 20 of the Wyoming Constitution, or to deny access by the distributors and exhibitors of sexually-explicit entertainment to their intended market. It is not the intent or effect of this chapter to condone or legitimize the distribution of obscene material as defined by Wyo. Stat. Ann. 6-4-301(a)(iii).

5.70.020. Legislative findings.

A. This chapter is based on findings concerning the adverse secondary effects of the adult entertainment business on the community presented in studies, case law, and expert papers reviewed by the Town Council, and on findings incorporated in the cases of *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986), *Young v. American Mini Theatres*, 426 U.S. 50 (1976), *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991), *City of Erie v. Pap's A.M.*, 120 S. Ct. 1382 (2000); *City of Los Angeles v. Alameda*

Books, Inc., 535 U.S. 425 (2002); *N.Y. State Liquor Auth. v. Bellanca*, 452 U.S. 714, 717–18 (1981); *California v. LaRue*, 409 U.S. 109, 118 (1972); *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484, 515 (1996); *BZAPS, Inc. v. City of Mankato*, 268 F.3d 603, 606 (8th Cir. 2001); *181 S. Inc. v. Fischer*, 454 F.3d 228, 233–34 (3d Cir. 2006), and on studies in and by other communities including, but not limited to, all those in the National Law Center for Children and Families 2005 Summaries of SOB Land Use Studies; Richard McCleary, Rural Hot Spots: The Case for Adult Businesses, Criminal Justice Policy Review 19(2), 153-163 (2008); Eric Domain Kelly, et. al., Survey of Florida Appraisers: Effects of Land Uses on Market Values, (2008); Alan C. Weinstein et. al., The Association of Adult Businesses with Secondary effects: Legal Doctrine, Social Theory, and Empirical Evidence, 29 Cardozo Arts and Entertainment Law Journal 565 (2011); Richard McCleary, Do "Off-Site: Adult Businesses Have Secondary Effects? Legal Doctrine, Social Theory, and Empirical Evidence, Law & Policy Vol. 31, No. 2 218-35 (2009).

5.70.030. Definitions.

A. *Adult entertainment business* means a business that generates a substantial or significant portion of its revenues, or devotes a substantial or significant portion of its interior business, advertising, sale floor, or display space for the exhibition, display, sale, or performance, whether presented as printed materials, live entertainment, recorded entertainment, or devices emphasizing or focusing on whole or partial exposure to view of intimate parts or the depiction, simulation or facilitation of sexual contact.

1. The term adult entertainment business includes:
 - a. *Intimate parts* as defined by Wyo. Stat. Ann. 6-2-301.
 - b. *Sexual contact* means touching, with the intention of sexual arousal, gratification or abuse, of the patron's intimate parts by performers, or of the performer's intimate parts by patrons, or of the clothing covering the immediate area of the patron's or performer's intimate parts;
2. The term "adult entertainment business":
 - a. Shall not be construed to apply to or otherwise allow any form of activity prohibited or punished by law such as exhibitions, displays, or performances deemed by law to be obscene.
 - b. Shall not be construed to apply to the presentation, showing, or performance of any play, drama, ballet, or other artistic work in any theater, concert hall, museum, school, institution of higher education, or similar establishment as a form of expression of opinion or communication of ideas or information, as differentiated from the promotion or exploitation of nudity for the purpose of advancing the economic welfare of a commercial or business enterprise.

5.70.040. Operation standards.

- A. Duty to comply. It shall be the legal duty of the owner and his/her agents to ensure that all operation standards are enforced.
- B. Manager's station. The adult entertainment business shall be configured in such a manner that there is an unobstructed view from a designated manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. The view required in this subsection must be by direct line of sight from the manager's station.
- C. Employee presence. During operational hours, every adult entertainment business shall have, at minimum, two employees present on site within the business, one of which must be at the manager's station. Cameras and other automated devices do not meet this standard.
- D. Hours of operation. All adult entertainment businesses:
 1. May be open between the hours 8:00 p.m. and 6:00 a.m., Monday through Saturday.
 2. Must be closed between the hours 6:00 a.m. and 8:00 p.m., Monday through Saturday.
 3. Must be closed on national holidays, regardless of the day of the week on which such a holiday falls.
 4. Must be closed Sunday, beginning at 6:01 a.m. Sunday morning.
- E. Minors. No person under the age of 18 years shall be permitted:

1. In any adult entertainment business;
 2. To purchase goods or services at an adult entertainment business; or
 3. To work at an adult entertainment business.
- F. Public view. Adult entertainment business, as defined in this section, shall be obscured from public view such that the business is not readily apparent to a reasonable observer.
- G. Lighting. Outdoor lighting shall be left on for one hour after closing.
- H. Alcoholic liquor.
1. For the purposes of this chapter, definitions shall be those in Wyo. Stat. Ann. 12-1-101
 2. No alcoholic liquor shall be sold, consumed, made available in any way, or present at or on a parcel of land where an adult entertainment business is operational.
- I. Public indecency. No owner or agent of any adult entertainment business shall knowingly, or with reasonable cause to know, allow a patron to commit on the business premises an act of public indecency as set forth in Wyo. Stat. Ann. 6-4-201 or section 9.28.030.
- J. Sexual acts. No sexual acts, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, sodomy, and masturbation shall take place on the premises of any adult entertainment business by or between performers, owners, agents, and patrons.
- K. Live performance. Live performance within an adult entertainment business shall only be permitted pursuant to the following standards:
1. Patrons shall be seated no closer than six horizontal feet from the stage.
 2. Patrons shall not be permitted on the stage at any time.
 3. All performers shall remain on the stage during the performance.
 4. Physical contact between a performer and patron shall not be permitted.
- L. Viewing booths. All adult entertainment business which contain one or more viewing booths, whether for live or recorded performance, shall comply with the following standards:
1. All viewing booths shall remain unobstructed by any doors, curtains, partitions, walls, merchandise, display racks or other materials.
 2. Physical contact between a performer and patron shall not be permitted.
 3. No viewing booth may be occupied by more than one person at any time.
 4. No openings of any kind shall exist between viewing booths.

5.70.050. Repealed.

(Ord. ____ §__, ____; Ord. 1169 § 1, 2017.)

Chapter 5.80
RESIDENTIAL RENTAL PROPERTY REGULATIONS

Sections:

5.80.010 Purpose.

5.80.020 Definitions.

5.80.030 Minimum notice of non-renewal.

5.80.040 Reserved.

5.80.010. Purpose.

A. The ordinance from which this chapter is derived is enacted to exercise, to the fullest extent allowed by Wyoming Statutes, the Wyoming Constitution and the United States Constitution, the powers of the Town of Jackson to take steps to provide minimum notice requirements for non-renewal of residential rental properties in order to provide for the health, safety and welfare of its residents.

(Ord. 1187 § 1, 2018.)

5.80.020. Definitions.

- A. *Rental agreement* means any agreement, written or oral, which establishes or modifies the terms, conditions, rules or any other provisions regarding the use and occupancy of a residential rental unit but excluding a residential short term rental that is permitted in compliance with chapter 5.60.
- B. *Renter* means any renter, lessee, tenant or other person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.
- C. *Owner* means the owner, lessor or sublessor of a residential rental unit and for purposes of notice and other communication required or allowed under this chapter, the term "owner" includes a managing agent, leasing agent or resident manager unless the agent or manager specifies otherwise in writing in the rental agreement.

(Ord. 1187 § 1, 2018.)

5.80.030. Minimum notice of non-renewal.

- A. If a rental unit will not be available to renter to re-rent at the end of the term of a rental agreement that has not expired and has not been prematurely terminated for cause and the renter has complied with the terms and conditions thereof, the owner must provide the renter, at a minimum, 30 days' written notice that the unit will not be available to renter to re-rent. Unless otherwise stated in a rental agreement, written notice may be provided via electronic communication upon mutual consent of the parties.
- B. It is not a violation of subsection A of this section if owner cures the failure to provide the notice required by that subsection by promptly providing renter with overdue written notice of non-renewal extended through the last day of the following month, not to be less than 30 days.
- C. Nothing in this provision may be construed to impair an owner's rights under Wyo. Stat. Ann. 1-21-1203(d).

(Ord. 1187 § 1, 2018.)

5.80.040. Repealed.

(Ord. 1187 § 1, 2018.)

SECTION II.

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

SECTION III.

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

SECTION VI.

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

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Regular
Submitting Department:	Town Attorney and Clerk	Presenter:	Lea Colasuonno Sandy Birdyshaw
Agenda Item:	Resolution 21-07 Proposed Annexations	Public Comment:	yes

Purpose & Policy Considerations.

To consider the annexation of one parcel and portions of three roadways to clarify the Town's jurisdictional boundaries.

Requested Action.

1. To approve Resolution 21-07 which certifies these annexations are compliant with Wyoming Statute 15-1-402.
2. To set the date for an annexation public hearing.

Recommendations.

For the Council to approve Resolution 21-07 and set a public hearing on May 3, 2021.

Background.

On October 21, 2019, the Town Council directed staff to complete work and obtain the required documents needed to begin the formal annexation process for one parcel and portions of three roadways. These annexations will provide a jurisdictional clean-up of the Town's corporate boundary where peculiarities make jurisdiction for police officers difficult to manage and public works maintenance responsibilities unclear.

As these annexations were not a pressing issue, they took a back seat to COVID and other matters for a year. The necessary work has been completed and is now presented for consideration. The proposed areas to be annexed are identified as:

1. A .49 acre rural parcel along Flat Creek
2. A portion of High School Road – approximately 1709.7 linear feet starting at South Park Loop and going east
3. A portion of Highway 22 – at the Y where it connects with Hwy 89 and the Town's western border
4. A portion of Highway 89 – at Dairy Queen and to the Town's northern board

Analysis.

The purpose of today's item is to determine if the proposed annexation complies with Wyoming Statute § 15-1-402. The required findings are listed below in *italic*, followed by staff's analysis:

(a) Before any territory is eligible for annexation, the governing body of any city or town at a hearing as provided in W.S. § 15-1-405 shall find that:

- (i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;*

Annexing the Property into the Town of Jackson will enable the Town to better coordinate future development and transportation improvements in this important gateway area, which will benefit both residents and businesses in the annexed area and the community as a whole. The jurisdictional lines in these areas are irregular, creating challenges for law enforcement operations and public works maintenance responsibilities.

- (ii) *The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;*

The Property and portions of the public right-of-way are situated adjacent to multiple properties that are within the Town's boundary. These annexations into the Town would provide a natural addition of the Town's boundary.

- (iii) *The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;*

The areas sought to be annexed are a logical and feasible addition to the Town of Jackson, and the extension of basic and other services customarily available to residents of the Town shall, within reason, be available to the area proposed to be annexed.

- (iv) *The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. § 15-1-407;*

The areas sought to be annexed are contiguous with the presently existing corporate limits of the Town of Jackson.

- (v) *If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and*

Franchise holders in the Town would be able to serve the Property and portions of the public rights-of-way if annexed. The Town of Jackson is prepared to amend current franchises if necessary.

- (vi) *The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).*

As required, the proposed annexation report and public hearing notice will be sent by certified mail to landowners and public utilities. Staff will follow notification requirements as outlined in Wyoming State Statute.

Wyoming statute indicates that the Town Council must make the above findings before a territory is eligible for annexation. If the findings are made by Town Council, the next steps would include the Town Council adopting the resolution certifying compliance and setting a public hearing date. Staff would proceed with the required public notices announcing the public hearing. Then, in the regular meeting including the noticed public hearing the Town Council would consider the first reading of an Ordinance formalizing and adopting these proposed annexations.

Comprehensive Plan & Priority Alignment.

Approval of the proposed annexation would be consistent with and/or further the following goals in the Comprehensive Plan: Policy 3.3.c: Provide predictability in land use decisions.

- o Approval of annexation will expand the Town boundary in a small but logical way that will result in both sides of Hwy 22 having the same zoning and under the regulatory control of the same political body, the Town Council. This will create a more predictable regulatory environment for this part of Town.

Policy 4.4.b: Enhance Jackson gateways.

- o The annexation of the proposed property will create an opportunity to better plan for and enhance this important gateway to Town. With unified control over more of the gateway properties, the Town can coordinate future development so that it is consistent with our future vision for this highly visible gateway.

Fiscal Impact.

The fiscal impact of approximately \$2,000-2,200 includes preparation of surveys, legal descriptions, and administrative costs associated with recording documents and advertising. As noted in the Annexation Report, there would be no fiscal impact to property owners.

Staff Impact.

Staff impact includes approximately 8 hours to date in the attorney, clerk, and public works division.

Attachments or Links.

4 Proposed Annexation Reports
Resolution 21-07

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

I move to approve Resolution 21-07 which initiates annexation proceedings by certifying statutory compliance of the proposed annexations, to set an annexation public hearing to be held in the Town Council's regular meeting on May 3, 2021, and to direct staff to provide the appropriate public notices.

Proposed Annexation Report

A Portion of Roadway on High School Road beginning at approximately the Middle School Road intersection and going west to approximately the South Park Loop Road intersection.

I. Map

A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within ½ mile of the corporate limits of the Town of Jackson is attached as **Exhibit A** to this Proposed Annexation Report.

II. Estimated Cost of Infrastructure Improvements to Landowner

There are no added costs of infrastructure improvements required of the landowner.

III. Basic Services Available to Town Residents and Annual Fee

Basic and other services customarily available to residents of the Town of Jackson include wintertime snow removal, summertime street sweeping, litter control and minor storm drainage cleaning within the corridor boundaries as described in this report. No additional cost would be incurred.

IV. Property Tax

This portion of the public right-of-way is tax exempt.

V. Total Estimated Cost of Infrastructure Improvements for Town of Jackson

No additional infrastructure improvements would be required within the existing boundaries of the Town of Jackson to accommodate the proposed annexation.

Exhibit A



Proposed Annexation Report

A Portion of Roadway on Highway 22 beginning at approximately the Highway 89 intersection and going northwest to approximately the northwest property line of the Westview parcel.

I. Map

A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within ½ mile of the corporate limits of the Town of Jackson is attached as **Exhibit A** to this Proposed Annexation Report.

II. Estimated Cost of Infrastructure Improvements to Landowner

There are no added costs of infrastructure improvements required of the landowner.

III. Basic Services Available to Town Residents and Annual Fee

Basic and other services customarily available to residents of the Town of Jackson include wintertime snow removal, summertime street sweeping, litter control and minor storm drainage cleaning within the corridor boundaries as described in this report. No additional cost would be incurred.

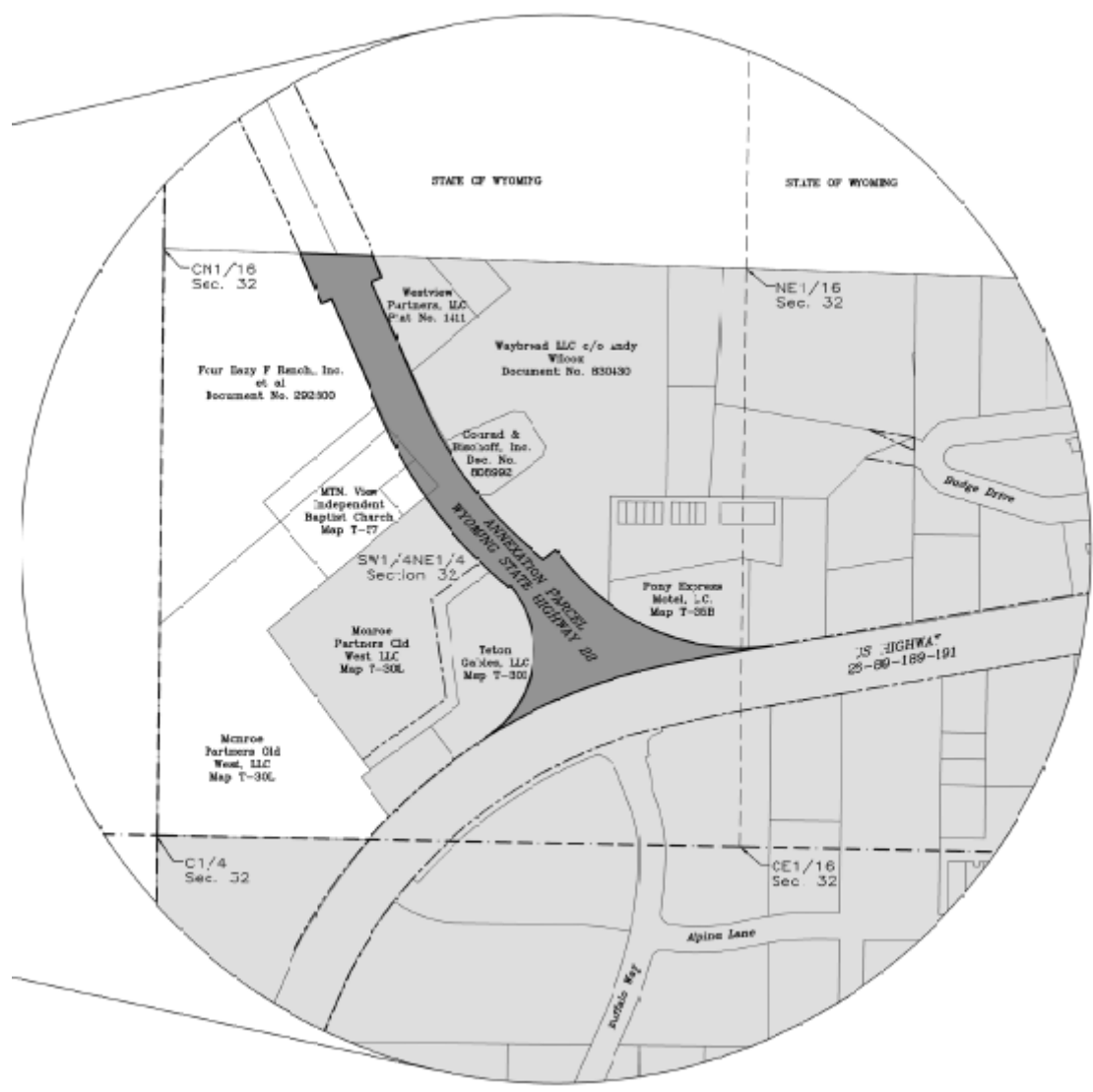
IV. Property Tax

This portion of the public right-of-way is tax exempt.

V. Estimated Cost of Infrastructure Improvements for Town of Jackson

No additional infrastructure improvements would be required within the existing boundaries of the Town of Jackson to accommodate the proposed annexation.

Exhibit A



Proposed Annexation Report

A Portion of Roadway on Highway 89 beginning at approximately the south side of Flat Creek Bridge and going north to approximately the entrance of the roadside pullout.

I. Map

A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within ½ mile of the corporate limits of the Town of Jackson is attached as **Exhibit A** to this Proposed Annexation Report.

II. Estimated Cost of Infrastructure Improvements to Landowner

There are no added costs of infrastructure improvements required of the landowner.

III. Basic Services Available to Town Residents and Annual Fee

Basic and other services customarily available to residents of the Town of Jackson include wintertime snow removal, summertime street sweeping, litter control and minor storm drainage cleaning within the corridor boundaries as described in this report. No additional cost would be incurred.

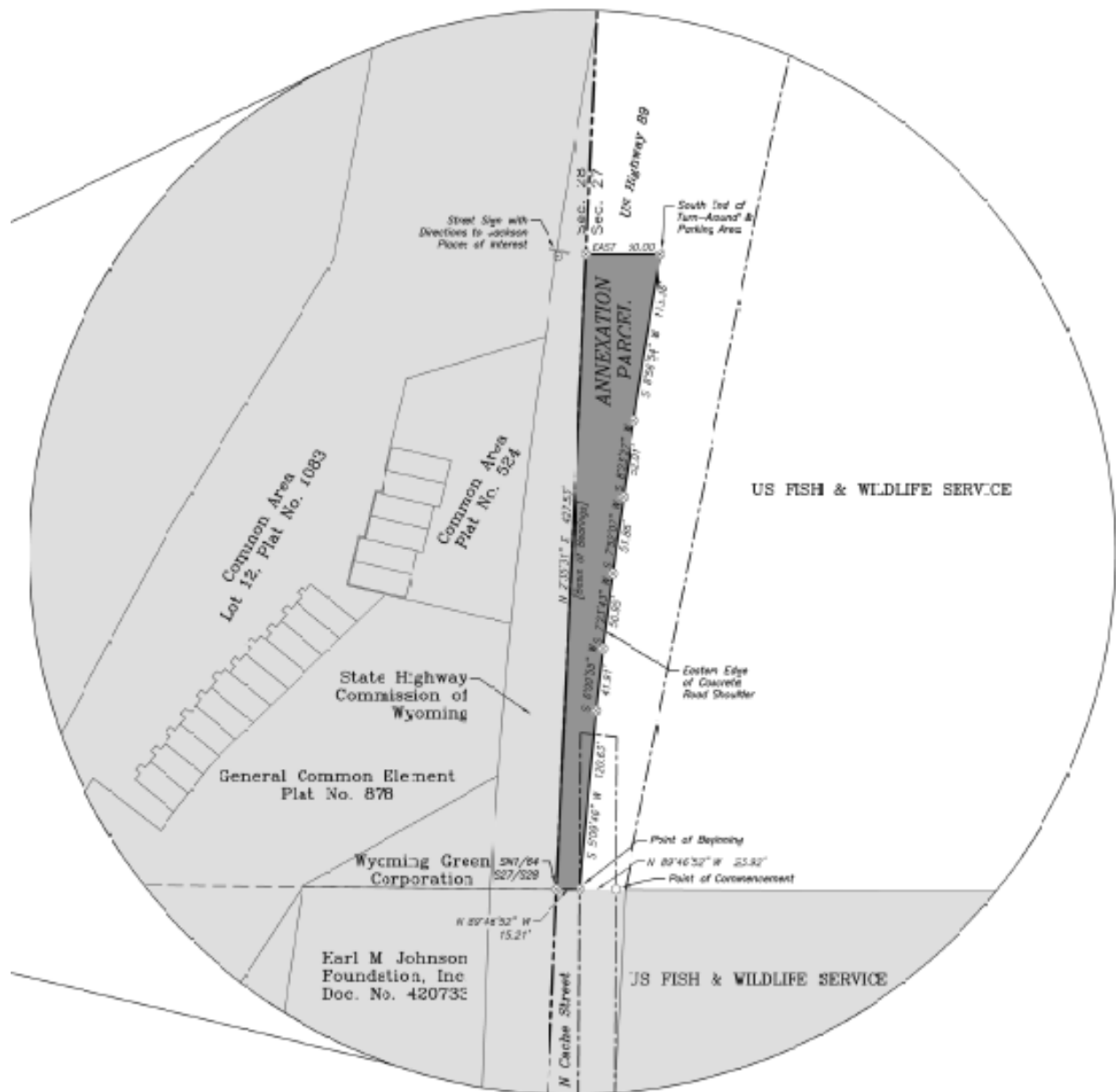
IV. Property Tax

This portion of the public right-of-way is tax exempt.

V. Estimated Cost of Infrastructure Improvements for Town of Jackson

No additional infrastructure improvements would be required within the existing boundaries of the Town of Jackson to accommodate the proposed annexation.

Exhibit A



Proposed Annexation Report

Parcel 22-41-16-32-4-00-022

A 0.49 acre Rural Parcel along Flat Creek

I. Map

A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation then be brought within ½ mile of the corporate limits of the Town of Jackson is attached as **Exhibit A** to this Proposed Annexation Report.

II. Estimated Cost of Infrastructure Improvements to Landowner

This parcel is not connected to the Town's water and sewer system. A connection could be made to the Town's system at the end of the cul-de-sac.

This parcel is undeveloped, is in the Jackson Hole Land Trust Conservation Easement, and in the Flat Creek Water Improvement District. The conservation easement prohibits development. If the conservation easement is modified, the estimated cost to connect water and sewer is \$70,000.

III. Basic Services Available to Town Residents and Annual Fee

Basic and other services customarily available to residents of the Town of Jackson include water service and sewer service. This lot is currently vacant and undeveloped.

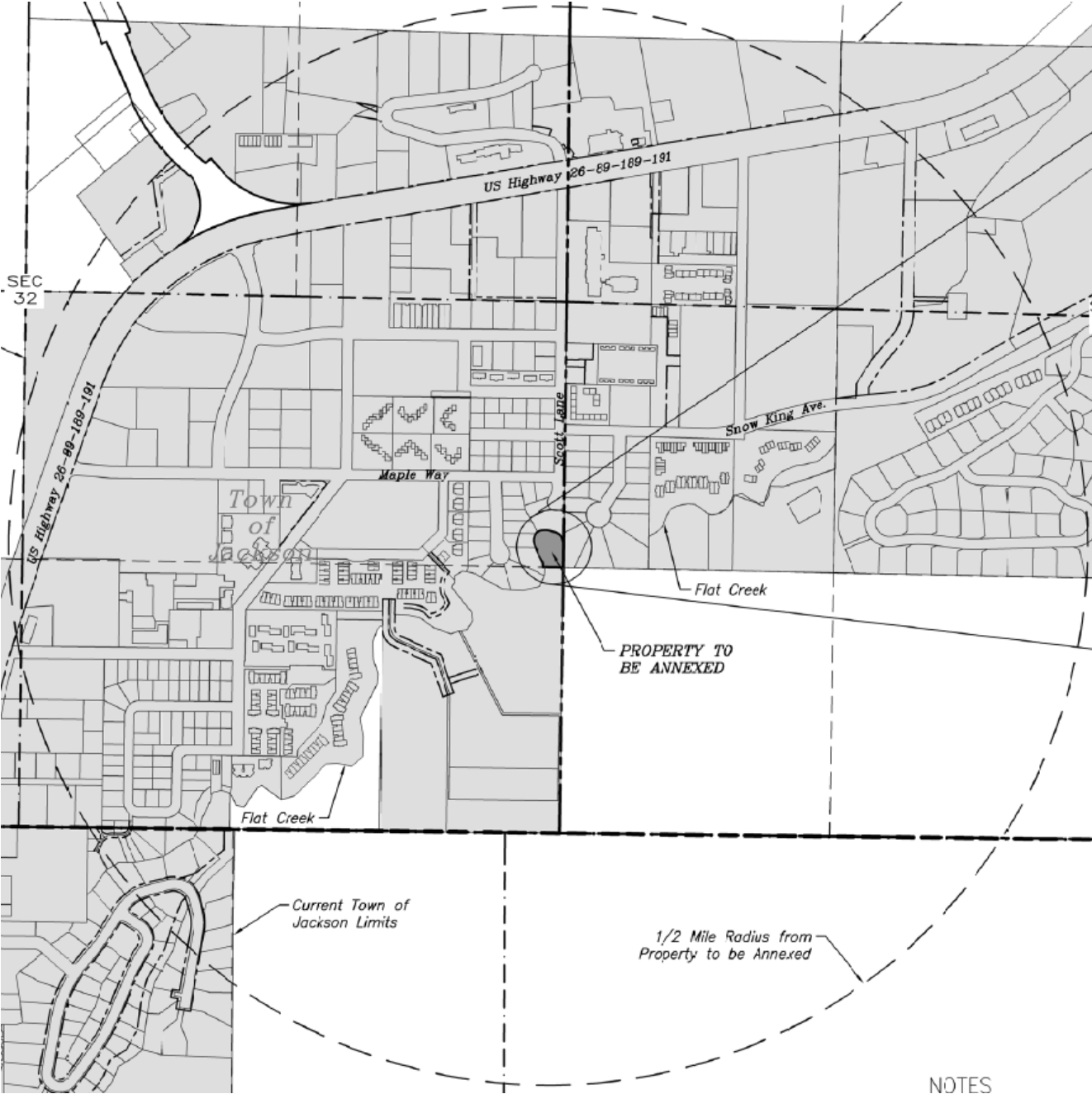
IV. Property Tax

Property taxes were \$247.95 for 2020, and \$218.10 for 2019.

V. Estimated Cost of Infrastructure Improvements for Town of Jackson

There would be no additional cost of infrastructure improvements required within the existing boundaries of the Town of Jackson to accommodate the proposed annexation, until time of development on the parcel.

Exhibit A



RESOLUTION 21-07

A Resolution Initiating Annexation Proceedings for a Portion of Three Roadways and a .49 Acre Parcel into the Town of Jackson, Certifying Statutory Compliance of the Proposed Annexations, and Establishing a Date, Time, and Place when a Public Hearing will be held on the matter of Such Annexations.

WHEREAS, direction was provided by the Town Council on October 21, 2019, pursuant to W.S. § 15-1-404, to annex approximately 1709.7 linear feet of High School Road starting at South Park Loop Road and going east toward Highway 89; a portion of Highway 22 from where it contacts Highway 89 to the Town's western boundary; a portion of Highway 89 along the Town's northern boundary; and a .49 acre rural parcel along Flat Creek; and

WHEREAS, pursuant to W.S. 15-1-404(b), before proceeding with annexation, the Town of Jackson must determine if the areas proposed to be annexed comply with W.S. § 15-1-402 and should they comply, the governing body must adopt a resolution certifying compliance; and,

WHEREAS, a description of the lands contemplated for annexation is attached hereto as **Exhibit A, B, C, and D**; and,

WHEREAS, on this 15th day of March 2021, the governing body of the Town of Jackson met in public session to determine compliance of the areas with the requirements of W.S. § 15-1-402 set forth below and by adoption of this resolution certifying compliance, have determined that the annexation substantially complies;

NOW, THEREFORE, the Mayor and Town Council of the Town of Jackson, Wyoming, find that:

1. Annexing the Property into the Town of Jackson will enable the Town to better coordinate future development and transportation improvements in this important gateway area, which will benefit both residents and businesses in the annexed area and the community as a whole. The jurisdictional lines in these areas are irregular, creating challenges for law enforcement operations and public works maintenance responsibilities.
2. The Property and portions of the public right-of-way are situated adjacent to multiple properties that are within the Town's boundary. These annexations into the Town would provide a natural addition of the Town's boundary.
3. The areas sought to be annexed are a logical and feasible addition to the Town of Jackson, and the extension of basic and other services customarily available to residents of the Town shall, within reason, be available to the area proposed to be annexed.
4. The areas sought to be annexed are contiguous with the presently existing corporate limits of the Town of Jackson.
5. Franchise holders in the Town would be able to serve the Property and portions of the public rights-of-way if annexed. The Town of Jackson is prepared to amend current franchises if necessary.
6. As required, the proposed annexation report and public hearing notice will be sent by certified mail to landowners and public utilities. Staff will follow notification requirements as outlined in Wyoming State Statute.

BE IT FURTHER RESOLVED, pursuant to W.S. § 15-1-405, that on the 3rd day of May 2021, at 6:00 o'clock p.m. or as soon thereafter as the matter can be heard, during a regular meeting of the Town Council of the Town of Jackson, a public hearing shall be held to determine if the proposed annexation complies with W.S. § 15-1-402.

IN ACCORDANCE WITH W.S. § 15-1-405(b) the Clerk shall give appropriate public notice of said hearing in compliance with applicable law.

ADOPTED AND DATED this 15th day of March 2021.

TOWN OF JACKSON

ATTEST:

Sandra P. Birdyshaw, Town Clerk

Hailey Morton Levinson, Mayor

EXHIBIT A

LEGAL DESCRIPTION

PORTION OF HIGH SCHOOL ROAD TO BE TRANSFERRED TO THE TOWN OF JACKSON

THAT STRIP OF LAND APPROXIMATELY SIXTY FEET (60') IN WIDTH, described in that Warranty Deed of record as Document #209063 in Book 98 of Photo, Page 147 in the Office of County Clerk for Teton County, Wyoming, said strip being located within the N½ SE¼ of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

BEGINNING at the intersection of the westerly right-of-way boundary of State Highway 26-89-187-189, with the north line of said N½ SE¼, S89°56'W, 65.4 feet, more or less, from the East Quarter Corner thereof where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed "T40N R116W 1/4 S6/S5 A.F.W.L.S. 325";

thence continuing S89°56'W, the *BASIS OF BEARING* for this description, a distance of 1709.7 feet on said north line;

thence S00°04'E, 60.0 feet;

thence N89°56'E, 1709.6 feet parallel to said north line to an intersection with said right-of-way line;

thence N00°02'E, 60.0 feet on said right-of-way line to the Intersection of Beginning.

Said Strip described above amounts to 1709.7 linear feet, more or less, and contains an area of 2.355 acres, more or less; all in accordance with the map of the High School County Road No. 22-12 filed in said Office of County Clerk.

The purpose of this description is to define the location of subject easement strip; this description does not necessarily identify all easements, rights-of-way, agreements, covenants, conditions, restrictions or encumbrances of sight and/or record to which said strip may be subject, or which may benefit said strip. This description of said strip was written from record without benefit of a field survey.

JORGENSEN ASSOCIATES, P.C.

Prepared October 3, 2019

P:\2019\19027 - Teton County Surveyor\00 - Public Works Dept\04 County-Town Jurisdictional Cleanup\High School Road\19027 Portion of High School Road Transfer County to TOJ Description.docx

F:\2020\20034_TO_Annex\Survey\ACAD\20034_210211_ANNEX.dwg



NOTES

Property boundaries shown hereon are from Teton County GIS, Plat No. 720, Plat No. 1411, Map T-30H, Map T-33C, & Map T-481.

Easements of sight and record not shown hereon may exist.

LEGEND

- Record Property Boundary
- Adjoining Property Boundary
- Section Line
- Quarter Section Line
- Sixteenth Section Line
- Easement Line
- Property to be Annexed
- Current Town of Jackson Limits

DETAIL SCALE:
1"=200'

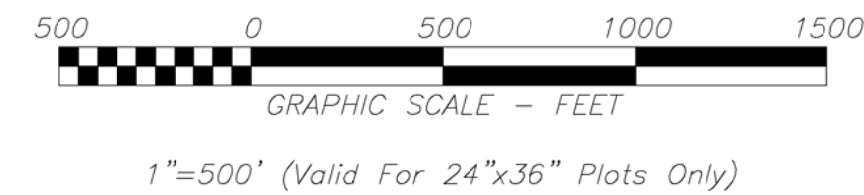
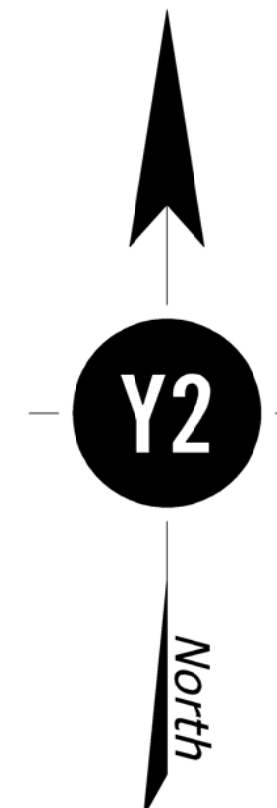
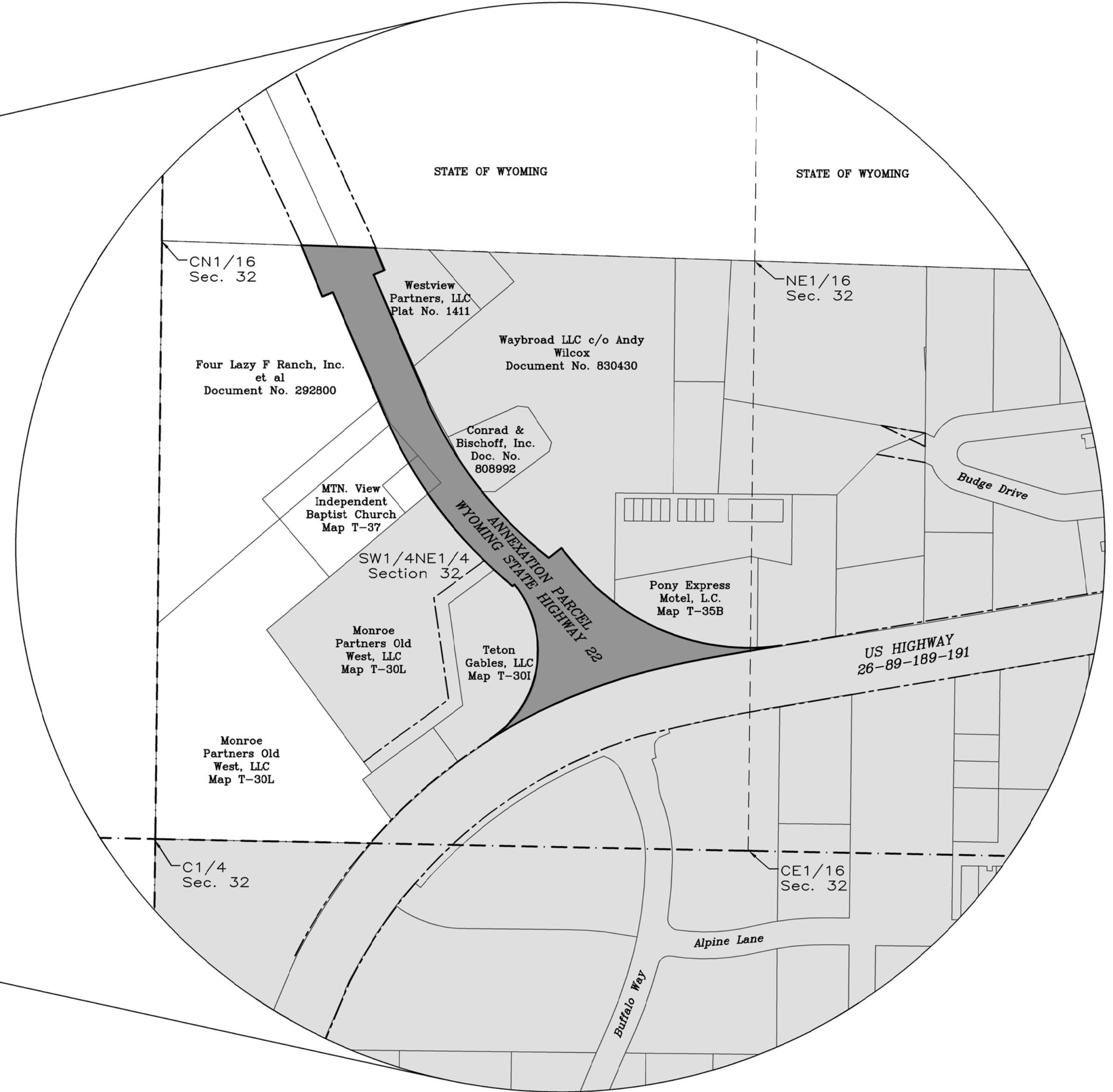


EXHIBIT B

EXHIBIT B

**Legal Description of
Highway 22 Annexation Parcel**

A parcel of land situated in the SW1/4NE1/4 of Section 32, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as follows:

That portion of the Wyoming State Highway 22 right-of-way easement lying south of the north line of said SW1/4NE1/4, and north of the north right-of-way line of Wyoming State Highway 189-191-89-26.

Said parcel encompasses 3.77 acres, more or less.

All in accordance with that exhibit entitled “Wyoming State Highway 22 Annexation Parcel” recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC
July 8, 2020
Y2 Project #20034
Prepared by MWW

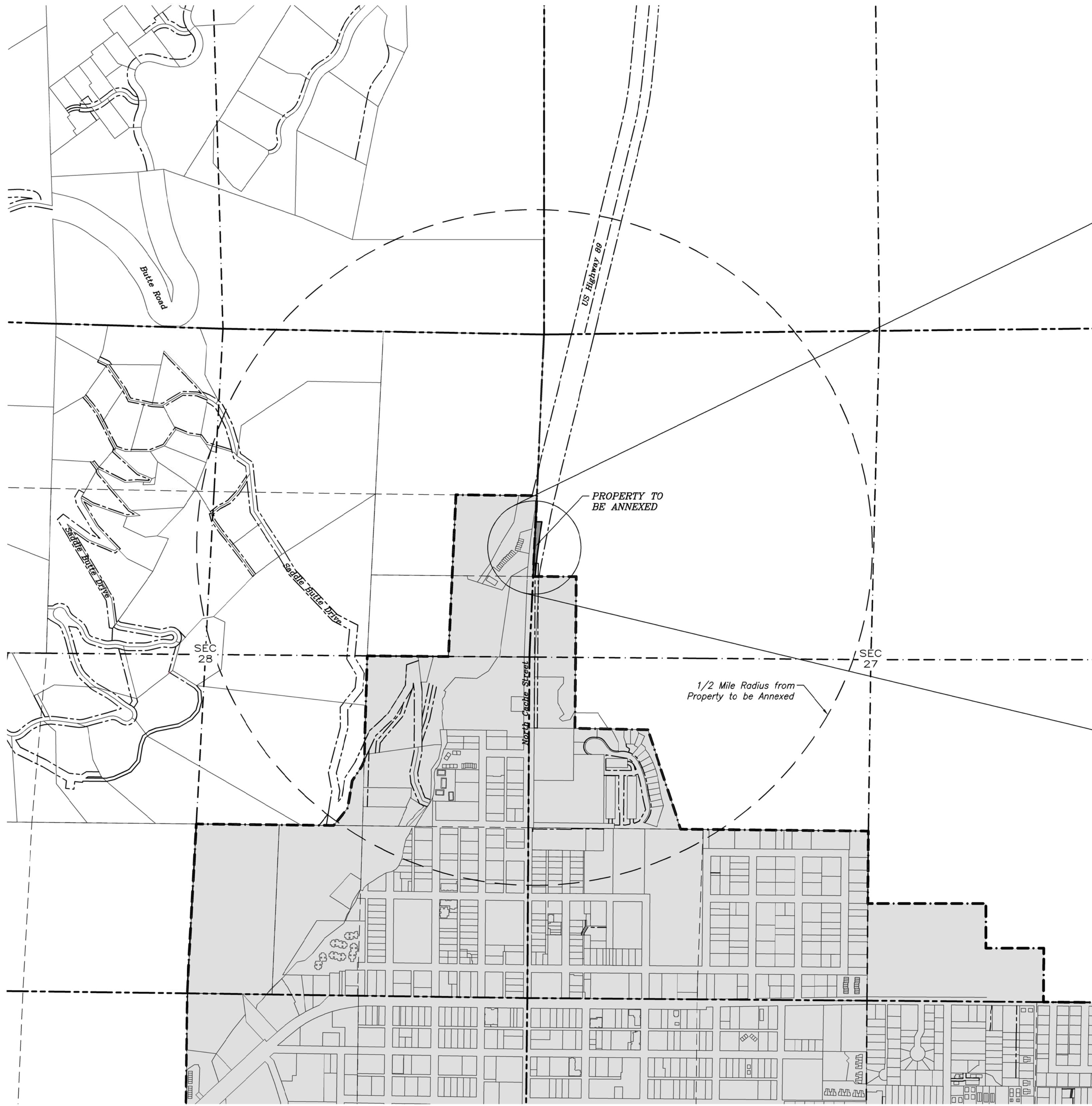


EXHIBIT C
(Highway 89)

NOTES

Property boundaries shown hereon are based on survey monuments found during field work completed between 2016 and 2018.

The basis of bearings for this survey is N 2°35'31" E as measured between the quarter corner and the north sixteenth corner common to Sections 27 and 28, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming.

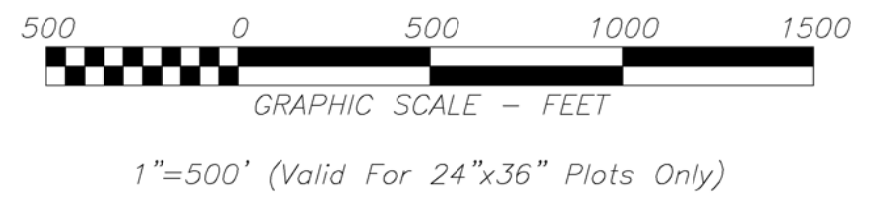
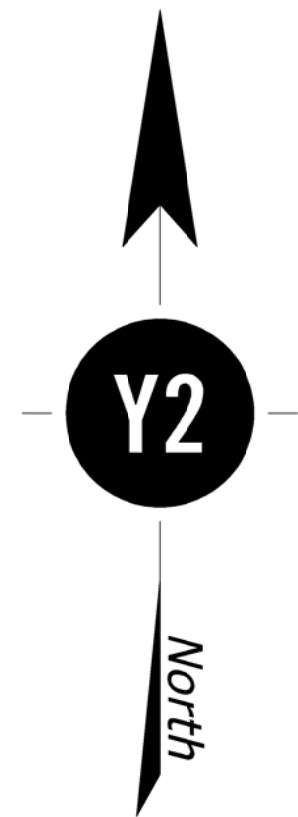
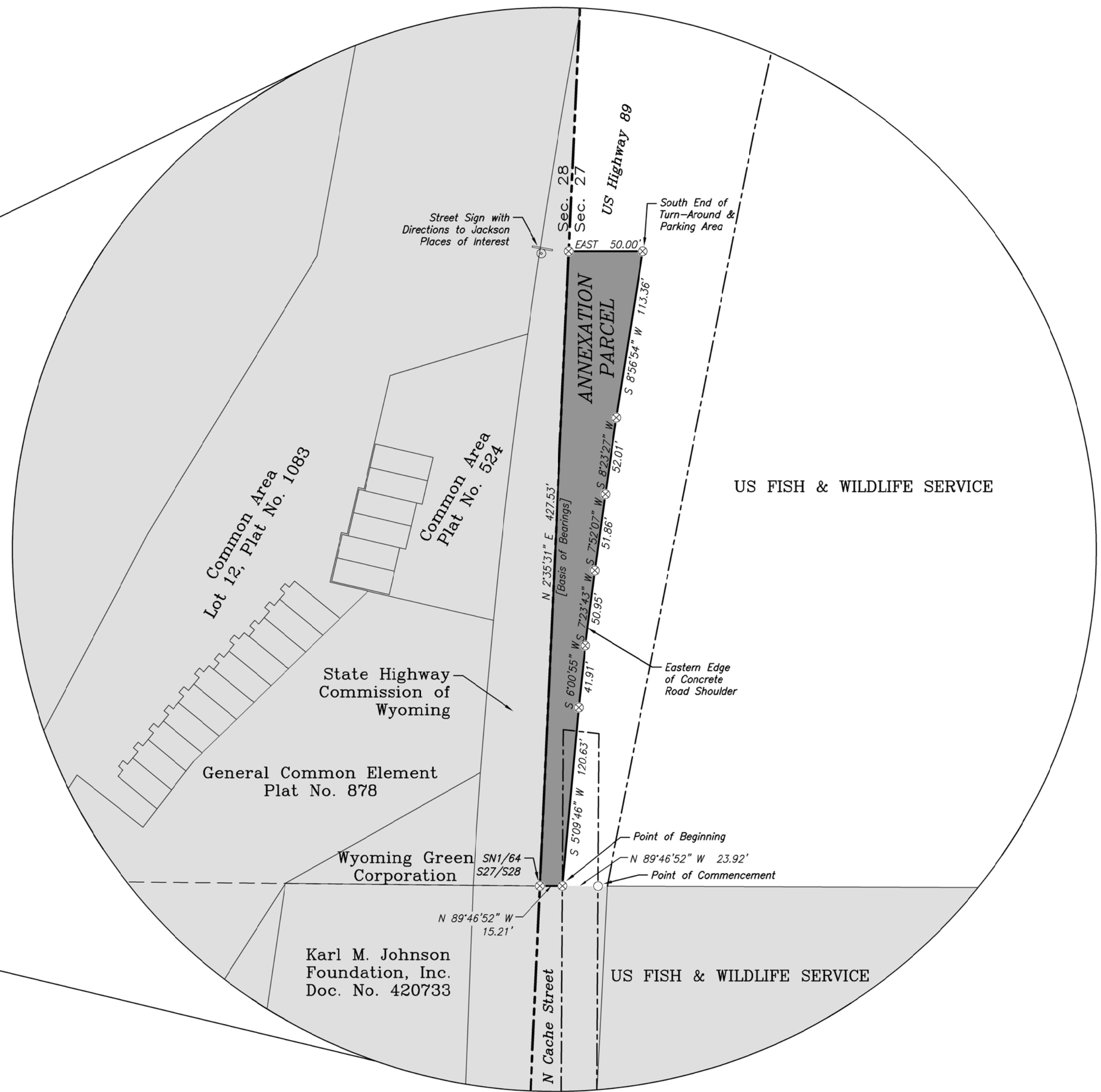
Easements of sight and record not shown hereon may exist.

LEGEND

- Record Property Boundary
- Adjoining Property Boundary
- Section Line
- Quarter Section Line
- Sixteenth Section Line
- Easement Line
- Property to be Annexed
- Current Town of Jackson Limits

- ⊙ Indicates a calculated point – nothing found or set this survey
- Indicates a monument of record
- ⊕ Street Sign

DETAIL SCALE:
1"=60'



North Cache Street
Being a portion of
SW1/4NW1/4 of Section 27 & SE1/4NE1/4 of Section 28
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CLIENT
Town of Jackson
PROJECT ADDRESS
North Cache Street

North Cache Street
Annexation Parcel

PROJECT NUMBER: 20034
DRAWING DATE: 2/11/2021
REVISION DATE:
DRAWN BY: MMW
REVIEWED BY: MMW



y2consultants.com
307.733.2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

SHEET:

1 of 1

EXHIBIT C

**Legal Description of
North Cache Street Annexation Parcel (Highway 89)**

A parcel of land situated in the SW1/4NW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

COMMENCING at the northwest corner of that parcel of land described in Book of Deeds 6 Page 102 recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE N 89°46'52" W, 23.92 feet, more or less, along the north line of the SW1/4SW1/4NW1/4 of said Section 27, to a point of intersection with the east edge of the concrete shoulder of North Cache Street, being the **POINT OF BEGINNING**;

THENCE N 89°46'52" W, 15.21 feet, continuing along said north line to a point of intersection with the west line of said Section 27;

THENCE N 2°35'31" W, 427.53 feet, along said west line to a point;

THENCE East, 50.00 feet, more or less, departing said west line to a point of intersection with the aforementioned east edge of the concrete shoulder of North Cache Street;

THENCE along said east edge of the concrete shoulder through the following courses:

S 8°56'54" W, 113.36 feet;

S 8°23'27" W, 52.01 feet;

S 7°52'07" W, 51.86 feet;

S 7°23'43" W, 50.95 feet;

S 6°00'55" W, 41.91 feet;

S 5°09'46" W, 120.63 feet, to the **POINT OF BEGINNING**.

Said parcel encompasses 0.29 acres, more or less.

The basis of bearings for this description is N 2°35'31" E, measured between the 1/4 corner and the N1/16 corner common to Sections 27 and 28, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming.

All in accordance with that exhibit entitled "North Cache Street Annexation Parcel" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC
February 12, 2021
Y2 Project #20034
Prepared by MWW

F:\2020\20034_TO_Annex\Survey\ACAD\20034_210211_ANNEX.dwg

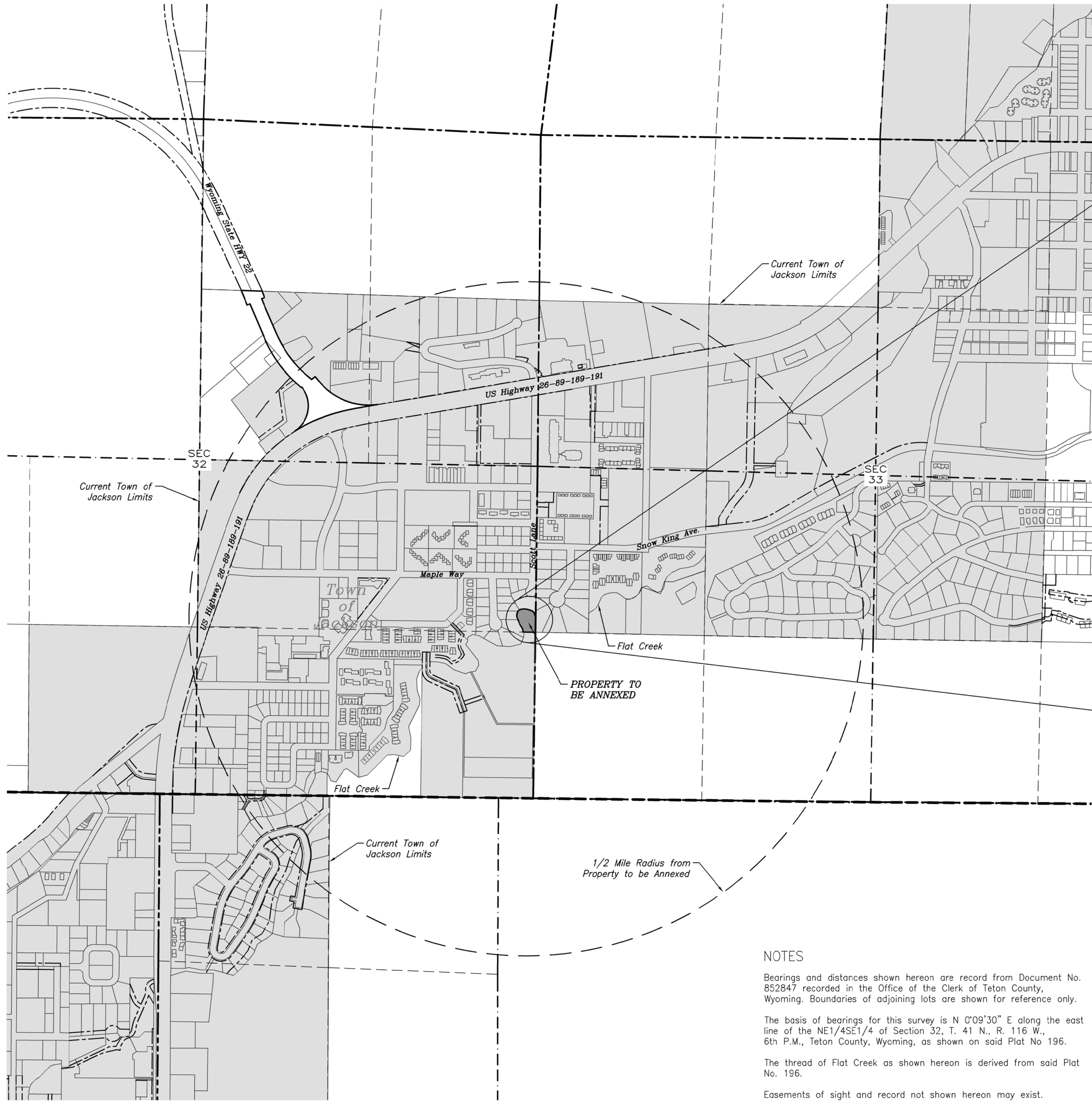


EXHIBIT D
(.49 acre Parcel)

NOTES

Bearings and distances shown hereon are record from Document No. 852847 recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

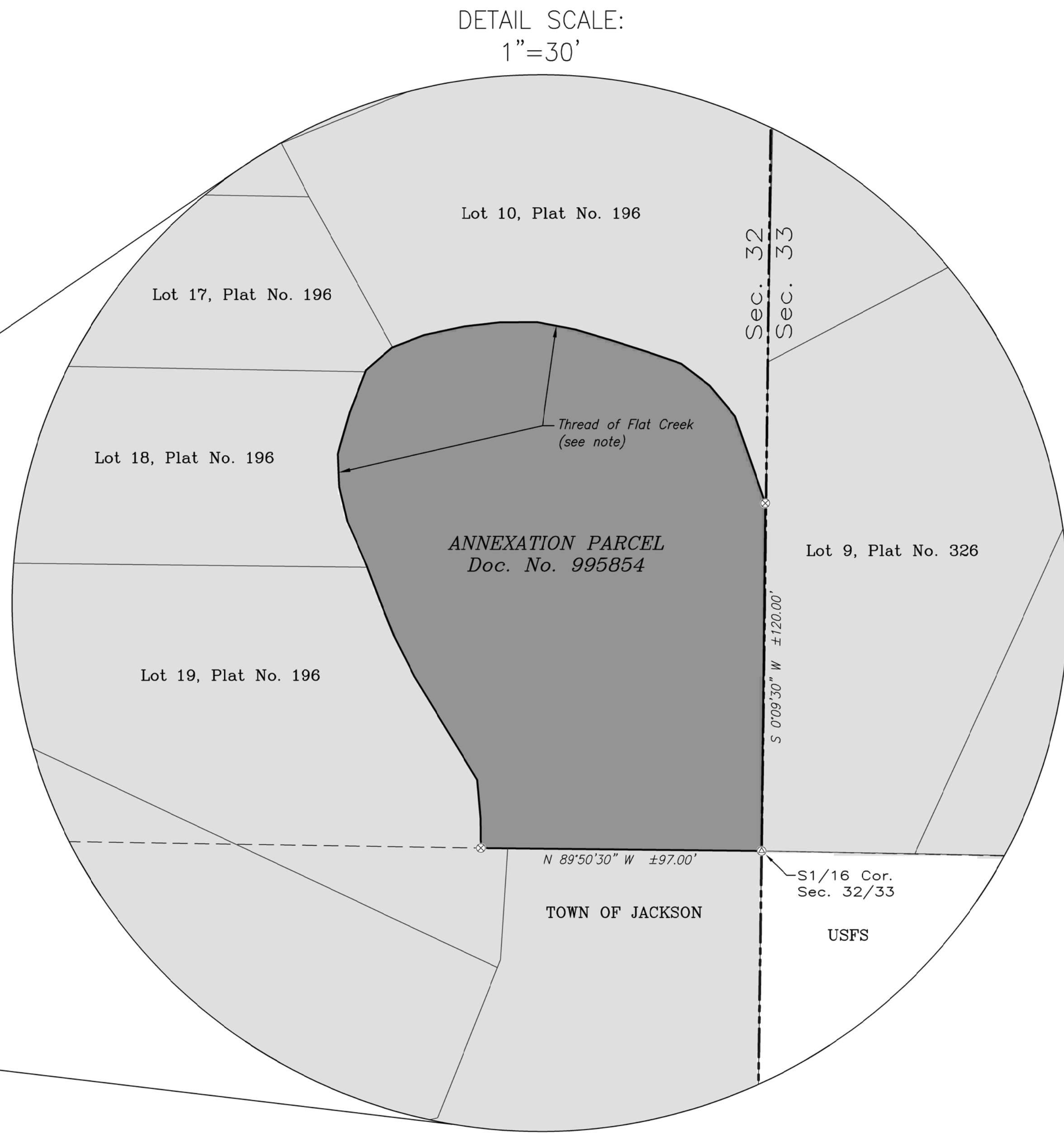
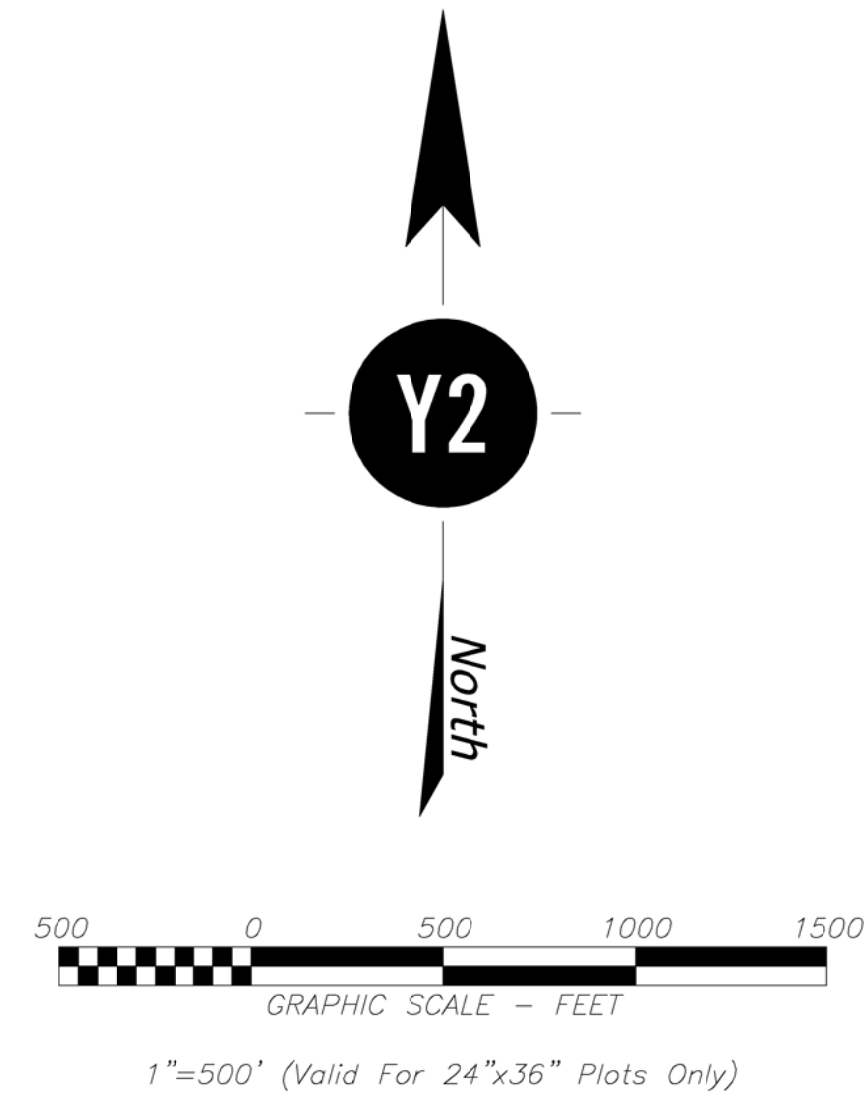
The basis of bearings for this survey is N 0°09'30" E along the east line of the NE1/4SE1/4 of Section 32, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said Plat No 196.

The thread of Flat Creek as shown hereon is derived from said Plat No. 196.

Easements of sight and record not shown hereon may exist.

- LEGEND**
- Record Property Boundary
 - Adjoining Property Boundary
 - Section Line
 - Quarter Section Line
 - Sixteenth Section Line
 - Easement Line
 - Property to be Annexed
 - Current Town of Jackson Limits

- ⊗ Indicates a 3.25-inch diameter brass cap pipe monument inscribed "RLS 164" with other appropriate markings found this survey
- ⊙ Indicates a calculated point - nothing found or set this survey



Flat Creek Peninsula
Being a portion of
NE1/4SW1/4 of Section 32
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

Flat Creek Peninsula
Annexation Parcel

CLIENT
Town of Jackson

PROJECT ADDRESS
PIDN: 22-41-16-32-4-00-022

PROJECT NUMBER: 20034
DRAWING DATE: 2/11/2021
REVISION DATE: MWV
DRAWN BY: MWV
REVIEWED BY: MWV

Y2 CONSULTANTS
ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

y2consultants.com
307 733 2999

EXHIBIT D
Legal Description of
Flat Creek Peninsula Annexation Parcel (.49 acre Parcel)
PIDN: 22-41-16-32-4-00-022

A parcel of land situated in the NE1/4SE1/4 of Section 32, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the S1/16 corner common to said Section 32 and Section 33 of said Township and Range, as marked by a brass cap inscribed "RLS 164" with other appropriate markings found this survey;
THENCE N 89°50'30" W, 97.00 feet, more or less, along the south line of said NE1/4SE1/4 to a point of intersection with the thread of the channel of Flat Creek;
THENCE northerly and easterly along said thread to a point of intersection with the east line of said NE1/4SE1/4;
THENCE S 0°09'30" W, 120.00 feet, more or less, departing said thread and along said east line to **POINT OF BEGINNING**.

Said parcel encompasses 0.50 acres, more or less.

The basis of bearings for this description is N 0°09'30" E along the east line of the NE1/4SE1/4 of Section 32, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on Plat No. 196 recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with that exhibit entitled "Flat Creek Peninsula Annexation Parcel" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC
February 12, 2021
Y2 Project #20034
Prepared by MWW

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Administration	Presenter:	Larry Pardee
Agenda Item:	Resolution 21-08, Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization either through ordinances or through the proposed annual resolution. With the ordinance changes adopted in Ordinance V, the Council must adopt a fee schedule for the Town of Jackson to give direction to staff on fees for all of the areas removed from the Municipal Code and fees charged outside of the Municipal Code.

Requested Action.

The requested action is for Council to adopt the proposed schedule.

Recommendations.

Staff recommends the Town Council consider and discuss the proposed fees, make any changes, and adopt Resolution 21-08 setting forth the fee schedule for the Town of Jackson.

Background.

At previous Council meetings, the Council directed staff to increase building permit fees by 33%, increase development fees, and to consider the Consumer Price Index (CPI) as a benchmark to update fees on an annual basis. The majority of the fees charged by the Town of Jackson are woefully outdated. Additionally, the ongoing public records requests have overwhelmed the Legal Department, the IT Department, the Town Clerk Department and each department involved with the search, collation, review, and delivery of those public records and as a result, staff is recommending updating the fee charged for these records requests. The draft resolution was discussed on March 1, 2021 at the evening regular Council meeting.

This proposed resolution updates the Town of Jackson fees either by the CPI since the last time the ordinance or resolution setting the fee was reviewed or by 33% as directed for building related fees, and it also sets new fees for services not previously included in a fee schedule. Multiple staff members have been working on the fee schedule in order to make the resolution as comprehensive as possible including the Kelly Thompson, Finance Director, Lea Colasuonno, Town Attorney, Mary Mittler, Paralegal, Kelly Sluder, Building Official, Sandy Birdyshaw, Town Clerk, Paul Anthony, Planning Director and Tyler Sinclair, Community Development Director as well as others. Staff has also rounded each fee to the nearest dollar for convenience. Staff is ready to answer questions the Council may have.

There are a large number of stakeholders involved in this fee update initiative. The Town of Jackson's ability to continue to maintain the level of service being provided cannot be sustained without offsetting some of the expense for those services with fees. Stakeholders also include the citizens affected by an increase in fees or, as in the case of public records requests, the setting of fees.

Analysis.

By approving this resolution the Town will have taken steps to 'catch up' with fees that have been neglected over the past 10-15-20 years. Moving forward, staff will present an updated resolution for consideration during the annual budget process.

Alternatives (Optional).

Should the Town Council wish to discuss this issue further prior to the new fees taking effect on March 17, 2021 (after publication of Ordinance V), the Council would need to postpone third reading of Ordinance V as well as Resolution 21-08. It would not work for the Council to pass Ordinance V on third reading, that repeals most of the fees currently set by Ordinance, and not replace it with a resolution setting new fees.

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.

The conservative fiscal impact of the Council adopting the fees as proposed is approximately a \$300,000 increase to licensing and permits but is dependent upon actual applications received or fees assessed on demand. The fee increase will take effect once the ordinance has been adopted and been published. If the ordinance and resolution are adopted on March 15, the new fees would take effect March 17 when the ordinance is published.

Staff Impact.

The staff impact of updated fees is notable in that online information will need to be updated and staff will need to explain the increased amounts to citizens at the time of service. There will also be minimal staff impact related to printing, signature, and inclusion in the permanent record books of the Town of Jackson and online.

Attachments or Links.

Resolution 21-08.

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

I move to approve Resolution 21-08, setting forth the fee schedule for the Town of Jackson, as presented.

RESOLUTION 21-08

**A RESOLUTION ESTABLISHING UNIFORM PROCEDURES,
FEES, COSTS, AND CHARGES (FEE SCHEDULE)
EFFECTIVE MARCH 17, 2021**

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, Ordinance 1280 will be published and effective on March 17, 2021, the effective date of these fees is set to March 17, 2021 to coincide; and

WHEREAS, The Town Council, by adoption of this resolution establishes the **Town of Jackson Fee Schedule**, attached hereto as **Appendix A**; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on March 15, 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 adopts this Resolution #21-08, establishing a Town of Jackson Fee Schedule, attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 15th day of March 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 21-08, APPENDIX A
FEE SCHEDULE, EFFECTIVE 3/17/2021

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License			Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
1	5.16.010	Sales Tax Collecting					
2		less than 10 employees	860	Jul-08	100.00	118.00	CPI adjustment since date of last ordinance
3		11-49 employees	860	Jul-08	200.00	237.00	CPI adjustment since date of last ordinance
4		50-99 employees	860	Jul-08	300.00	355.00	CPI adjustment since date of last ordinance
5		100 employees, or more	860	Jul-08	500.00	592.00	CPI adjustment since date of last ordinance
6	5.16.020	Non-Sales Tax Collecting					
7		less than 10 employees	860	Jul-08	130.00	154.00	CPI adjustment since date of last ordinance
8		11-49 employees	860	Jul-08	290.00	343.00	CPI adjustment since date of last ordinance
9		50-99 employees	860	Jul-08	390.00	462.00	CPI adjustment since date of last ordinance
10		100 employees, or more	860	Jul-08	650.00	770.00	CPI adjustment since date of last ordinance
11	5.16.025	Independent Contractors and Agents					
12	5.16.027	Commercial					
13	5.16.027	Residential Rentals					
14	5.06.130	Solicitation - Commercial					
15	5.06.150	Solicitation - Highway or Street					
16	5.60.040 C	Short Term Rental					
17	5.20.010	Installation Permit					
18	5.32.040	Pawnbroker					
19	5.20.020	Exposition Licenses					
20		< 5 vendors; for-profit expositions	895	Jan-08	100.00	123.00	CPI adjustment since date of last ordinance
21		> 5 vendors; for-profit expositions	895	Jan-08	200.00	247.00	CPI adjustment since date of last ordinance
22		< 5 vendors; non-profit expositions	895	Jan-08	50.00	62.00	CPI adjustment since date of last ordinance
23		> 5 vendors; non-profit expositions	895	Jan-08	100.00	123.00	CPI adjustment since date of last ordinance
24	5.21.060	Transient Merchant					
25		per day fee	860	Sep-08	200.00	238.00	CPI adjustment since date of last ordinance
26		per day fee if a business license holder	860	Sep-08	37.00	44.00	CPI adjustment since date of last ordinance
27		per day if a non-profit	860	Sep-08	-	-	CPI adjustment since date of last ordinance
28	5.12.080 A	Application Fee Refund					
29		amount refunded if Town denies license	860	Jun-08	37.00	44.00	CPI adjustment since date of last ordinance
30	5.12.080 B	Renewal Late Fee					
31		\$25 per month on January 30th not to exceed \$100	860	Jun-08	25.00	30.00	CPI adjustment since date of last ordinance
32	5.12.130	Change of Location Fee					
33		notice given on new application	860	Jun-08	37.00	44.00	CPI adjustment since date of last ordinance
34							
35		Ground Transportation	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
36	5.50.040 B	Transportation License					
37		< 10 employees	995	Jan-11	100.00	118.00	CPI adjustment since date of last ordinance
38		> 10 employee	995	Jan-11	200.00	237.00	CPI adjustment since date of last ordinance
39	5.50.050 B	Vehicle License Permit					
40		>30 mpg	1029	Jan-13	40.00	45.00	CPI adjustment since date of last ordinance
41		< 30 mpg	1029	Jan-13	60.00	68.00	CPI adjustment since date of last ordinance
42	5.50.060 B	Operator License Permit					
43		new	1029	Jan-13	100.00	113.00	CPI adjustment since date of last ordinance
44		renewal	1029	Jan-13	50.00	57.00	CPI adjustment since date of last ordinance
45	5.50.040 G	Taxi Fares: In-Town					
46	Remove if changing to Zoned Fares (Title 5 update)	maximum fare; 1-4 passengers	1100	Jan-15	12.00	13.00	CPI adjustment since date of last ordinance
47		per passenger above 4	1100	Jan-15	3.00	3.00	CPI adjustment since date of last ordinance
48		Taxi Fares: Teton Village					
49		maximum fare; 1-4 passengers	1100	Jan-15	35.00	39.00	CPI adjustment since date of last ordinance
50		per passenger above 4	1100	Jan-15	5.00	6.00	CPI adjustment since date of last ordinance
51							
52							
53		Gaming License	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
54	5.48.050	Bingo and pull-tab	860	Dec-08	250.00	310.00	CPI adjustment since date of last ordinance
55	5.48.210	Change of location	860	Dec-08	10.00	12.00	CPI adjustment since date of last ordinance
56							
57							
58		Miscellaneous	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
59		Public Records					
60		Copy					
61		electronic document, <i>per document</i>				10.00	new, per W.S. 16-4-202 d
62		black and white paper	02-16	Dec-02	0.25 /page	0.25 /page	new, per W.S. 16-4-204
63		color paper	02-16	Dec-02	0.50 /page	0.50 /page	new, per W.S. 16-4-204
64		Plotted Map					
65		size 11x17, each	02-16	Dec-02	10.00	14.00	CPI adjustment since date of last ordinance
66		size 24x36, each	02-16	Dec-02	25.00	36.00	CPI adjustment since date of last ordinance
67		size 36x54, each	02-16	Dec-02	35.00	50.00	CPI adjustment since date of last ordinance
68		Photograph	02-16	Dec-02	10.00	14.00	new
69		Police Report	02-16	Dec-02	10.00	14.00	new
70		LDRs and Comprehensive Plan	02-16	Dec-02	40.00	58.00	CPI adjustment since date of last ordinance
71		Research / Compilation Services				15.50	new
72		External electronic media (disk, usb drive, etc)	02-16	Dec-02	10.00	14.00	new
73		Postage / shipping	actual cost	actual cost	actual cost	actual cost	new
74		Other special circumstances	actual cost	actual cost	actual cost	actual cost	new
75		Vehicle Inspection				10.00	10.00
76							
77							
78		Jackson Hole Airport	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
79	2.36.120	Passenger Boarding Fee					
80		Per passenger enplaning commerical aircraft, not to exceed	154	Feb-73	1.00	6.00	CPI adjustment since date of last ordinance

81

82

Liquor License		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
6.20.006 C	Annual Liquor License					
	Bar and Grill	1245	Mar-20	1,500.00	1,514.00	CPI adjustment - State range 1500-10500
	Limited Retail (Club)	1245	Mar-20	500.00	505.00	CPI adjustment - State range 100-1500
	Microbrewery	1245	Mar-20	500.00	500.00	max'd per State range 300-500
	Resort	1245	Mar-20	3,000.00	3,000.00	max'd per State range 500-3000
	Restaurant	1245	Mar-20	1,500.00	1,514.00	CPI adjustment - State range 500-3000
	Retail	1245	Mar-20	1,500.00	1,500.00	max'd per State range 300-1500
	Satellite Winery	1245	Mar-20	100.00	100.00	100 set by State
92	Winery	1245	Mar-20	500.00	500.00	max'd per State range 300-500
6.20.006 D		Temporary, 24-Hour Permits				
94	Catering	1245	Mar-20	20.00	20.00	CPI adjustment - State range 10-100
95	Malt Beverage	1245	Mar-20	50.00	50.00	CPI adjustment - State range 10-100
96	Manufacturer's Off-Premises	1245	Mar-20	50.00	50.00	CPI adjustment - State range 10-100

97

98

Animal Shelter Impounding, Board, Adoption		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
7.02.040 B	Capture of Animals, Impoundment					
	First	920	Mar-09	25.00	31.00	CPI adjustment since date of last ordinance
	Same animal, second within one year	920	Mar-09	35.00	43.00	CPI adjustment since date of last ordinance
	Same animal, third within one year	920	Mar-09	50.00	61.00	CPI adjustment since date of last ordinance
	Same animal fourth and more within one year	920	Mar-09	100.00	122.00	CPI adjustment since date of last ordinance
Impoundment, Boarding						
106	First 24-hours included in impoundment fee	920	Mar-09	-	-	
107	per animal for each 24-hours	920	Mar-09	15.00	18.00	CPI adjustment since date of last ordinance
Adoption						
109	Dog, impounded for 7+ days	09-04	Mar-09	45.00	110.00	Animal shelter recommendation
110	Cat, impounded for 7+ days	09-04	Mar-09	25.00	95.00	Animal shelter recommendation

111

112

Animal Control, Dog and Cat License		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
7.12.020	Dog, annual fee					
		793	Apr-05	45.00	60.00	CPI adjustment since date of last ordinance
	Cat, annual fee					
		793	Apr-05	45.00	60.00	CPI adjustment since date of last ordinance
	Owner Surrender					
					35.00	Animal Shelter recommended new fee
	Rabies voucher					
118					25.00	Animal Shelter recommended new fee
	Teton County License					
					25.00	Animal Shelter recommended new fee
	Altered				10.00	Animal Shelter recommended new fee
120	Unaltered				25.00	Animal Shelter recommended new fee

121

122

123 Health and Safety, Alarms		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated	
124	8.32.090	Police response to a false alarm	1093	Jan-15	175.00	195.00	CPI adjustment since date of last ordinance

125

126

Waste Reduction Fee (Plastic Bag)		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	1093	Jan-19	0.20	0.21	CPI adjustment since date of last ordinance
8.36.050 A	Store retains	1093	Jan-19	0.10	0.10	CPI adjustment since date of last ordinance
8.36.050 B	Remit to Town of Jackson	1093	Jan-19	0.10	0.10	CPI adjustment since date of last ordinance
8.36.070 D	Late remittance to Town of Jackson	1093	Jan-19	10.00	10.00	CPI adjustment since date of last ordinance
8.36.070	Audit and Violations					
8.36.070 C	First conviction	1093	Jan-19	50.00	52.00	CPI adjustment since date of last ordinance
8.36.070 C	Second conviction	1093	Jan-19	100.00	103.00	CPI adjustment since date of last ordinance
8.36.070 C	Third Conviction goes to Municipal Court	1093	Jan-19	-	-	

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137

Encroachment Permit		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
12.08.060	Encroachment Activity:					
	Utility Excavation in public street	571	Jan-96	200.00	337.00	CPI adjustment since date of last ordinance
	Utility Excavation in public alley	571	Jan-96	100.00	169.00	CPI adjustment since date of last ordinance
	Utility Excavation in public easement	571	Jan-96	100.00	169.00	CPI adjustment since date of last ordinance
	Driveway cuts/curb cuts installation/replacement	571	Jan-96	100.00	169.00	CPI adjustment since date of last ordinance
	Curb and gutter installation	571	Jan-96	100.00	169.00	CPI adjustment since date of last ordinance
	Sidewalk installation	571	Jan-96	100.00	169.00	CPI adjustment since date of last ordinance
	Construction-related, occupy street travel lane	571	Jan-96	200/day	337.00	CPI adjustment since date of last ordinance
	Construction-related, occupy public alley	571	Jan-96	100/day	169.00	CPI adjustment since date of last ordinance
	Construction-related, occupy time-restricted parking					
	space - per space	571	Jan-96	50/day	84.00	CPI adjustment since date of last ordinance
	House moving, per Town staff assistance	571	Jan-96	25/hour	42.00	CPI adjustment since date of last ordinance
	Other, as deemed appropriate by Public Works Director					

151

Special Event Permit		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
12.28.050 F	Applicants:					
	Non-Profit	1112	Jan-16	25.00	27.00	CPI adjustment since date of last ordinance
	For-Profit, including commerical film/photo	1112	Jan-16	150.00	165.00	CPI adjustment since date of last ordinance
	Expressive Activity	1112	Jan-16	-	-	

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158

159

Planning Permit	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated	
160	Fee Waiver					
161	The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:					
162	1. A project that is sponsored by a governmental entity, or a project that received public funding.					
163	2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.					
164	Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.					
165	Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.					
166	General Pre-Application Conference (per Pre-App meeting)					
167	Sketch Plan, Special Use, Planned Unit Development	914	Jan-10	600.00	721.00	CPI adjustment since last adjustment
168	Conditional Use, Development Plan, Map Amendment	914	Jan-10	300.00	361.00	CPI adjustment since last adjustment
169	Development Option Plan	914	Jan-10	300.00	361.00	CPI adjustment since last adjustment

170	Grading & Erosion Control	914	Jan-10	150.00	180.00	CPI adjustment since last adjustment
171	Optional/Elective Conference with:					
172	Staff	914	Jan-10	150.00	180.00	CPI adjustment since last adjustment
173	Planning Commission or Town Council	914	Jan-10	original fee	original fee	CPI adjustment since last adjustment
174	Design Review Committee	914	Jan-10	200.00	240.00	CPI adjustment since last adjustment
175	Physical Development					
176	Sketch Plan, Development Plan	914	Jan-10	2,500.00	3,005.00	CPI adjustment since last adjustment
177	Sign Permit					
178	Per Sign	914	Jan-10	75.00	90.00	CPI adjustment since last adjustment
179	Master Signage Plan	914	Jan-10	300.00	361.00	CPI adjustment since last adjustment
180	Basic Use Permit	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
181	Conditional Use Permit					
182	Use Permit only	914	Jan-10	2,500.00	3,005.00	CPI adjustment since last adjustment
183	Concurrent with application requiring public hearing	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
184	Special Use Permit	914	Jan-10	2,500.00	3,005.00	CPI adjustment since last adjustment
185	Development Option or Subdivision					
186	Development Option Plan	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
187	Subdivision Plat, <i>plus technical review fee</i>	914	Jan-10	1,000.00	1,202.00	CPI adjustment since last adjustment
188	Exempt Land Division	914	Jan-10	no charge	no charge	CPI adjustment since last adjustment
189	Boundary Adjustment					
190	Plat Required, <i>plus technical review fee</i>	914	Jan-10	1,000.00	1,202.00	CPI adjustment since last adjustment
191	Without Plat, <i>plus technical review fee</i>	914	Jan-10	450.00	541.00	CPI adjustment since last adjustment
192	Interpretations					
193	Formal Interpretation	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
194	Zoning Compliance Verification	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
195	Amendments					
196	LDR Text	914	Jan-10	1,500.00	1,803.00	CPI adjustment since last adjustment
197	Zoning Map	914	Jan-10	1,500.00	1,803.00	CPI adjustment since last adjustment
198	Planned Unit Development	914	Jan-10	1,500.00	1,803.00	CPI adjustment since last adjustment
199	Relief					
200	Administrative Adjustment	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
201	Variance	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
202	Appeal of Administrative Decision	914	Jan-10	500.00	601.00	CPI adjustment since last adjustment
203	Beneficial Use Determination	914	Jan-10	1,000.00	1,202.00	CPI adjustment since last adjustment
204	Enforcement					
205	After-the-Fact Permit	893	Jan-10	initial fee x 2	initial fee x 2	CPI adjustment since last adjustment
206	Amendments of Permits or Approvals					
207	Re-Submittal while in review process	893	Jan-10	half initial fee	half initial fee	CPI adjustment since last adjustment
208	To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	893	Jan-10	calculation	calculation	CPI adjustment since last adjustment
209	To condition requiring Council approval	893	Jan-10	500.00	601.00	CPI adjustment since last adjustment
210	Miscellaneous					
211	Administrative decision elevated to public hearing	893	Jan-10	500/hearing	601.00	CPI adjustment since last adjustment
212	Planner of Day, miscellaneous services, research, <i>per hour</i>	893	Jan-10	50.00	60.00	CPI adjustment since last adjustment
213						
214						

215	Building Permit (IBC)		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
216	15.04.020 7	Deposit on Building Permit					
217		Non-refundable, applied to full BP fee	1141	Jan-16	250.00	500.00	K.Sluder recommendation, last updated 2004
218	15.04.090	New Buildings and Additions					
219		Single Family Residence	893	Jan-08	1.06/sf	1.50/sf	33% increase per 12/21/2020 Council direction
220		Commercial, Office, Multi-family and similar	893	Jan-08	0.75/sf	1.00/sf	33% increase per 12/21/2020 Council direction
221		Warehouse, storage and similar	893	Jan-08	0.75/sf	1.00/sf	33% increase per 12/21/2020 Council direction
222	15.04.090	Remodels and Alterations					
223		<i>Total Valuation</i>					
224		<i>Fee Calculation</i>					
	\$1 to 17,000	\$256.00	893	Jan-08			per adoption of 2018 IRC
	\$17,001 to 40,000	\$256 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000	893	Jan-08			per adoption of 2018 IRC
226	\$40,001 to 100,000	\$487 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	893	Jan-08			per adoption of 2018 IRC
227	\$100,001 to 500,000	\$1,027 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	893	Jan-08			per adoption of 2018 IRC
228	\$500,001 to \$1million	\$3,827 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	893	Jan-08			per adoption of 2018 IRC
229	\$1,000,001 to \$5million	\$6,327 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	893	Jan-08			per adoption of 2018 IRC
230	\$5million +	\$18,327 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	893	Jan-08			per adoption of 2018 IRC
231	15.04.090	Other Inspections					
232		Plan review assessed @ 65% of building permit fee	893	Jan-08			
233		outside normal business hours	893	Jan-08	62.50/hr	100.00/hr	K.Sluder recommendation
234		Re-inspection under Section 305(g)	893	Jan-08	50.00/hr	75.00/hr	K.Sluder recommendation
235		No fee specifically indicated	893	Jan-08	50/hr min	75.00/hr	K.Sluder recommendation
236		Review of revisions made to Approved Plan	893	Jan-08	50/hr min	100.00/hr	K.Sluder recommendation
237							
238							
239	Mechanical Permit (IMC)		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
240	15.12.030	Mechanical / Fuel Gas Permit					
241		For the issuance of each permit	891	Jan-08	27.50	50.00	K.Sluder recommendation
242		For issuing each supplemental permit	891	Jan-08	8.75	20.00	K.Sluder recommendation
243		Install or relocate gravity/forced air furnace to 100,000 btu/h	891	Jan-08	17.50	25.00	K.Sluder recommendation
244		Install or relocate gravity/forced air furnace over 100,000 btu/h	891	Jan-08	20.00	30.00	K.Sluder recommendation
245		Install or relocate each floor furnace, including vent	891	Jan-08	16.25	22.00	K.Sluder recommendation
246		Install or relocate suspended, recessed or floor mounted heater	891	Jan-08	16.25	22.00	K.Sluder recommendation
247		Install, relocate or replace appliance vent	891	Jan-08	8.75	15.00	K.Sluder recommendation
248		Repair or alter any heating, cooling, absorption or evaporative system	891	Jan-08	15.00	20.00	K.Sluder recommendation
249		Install or relocate boiler or compressor to 3 hp	891	Jan-08	16.25	22.00	K.Sluder recommendation
250		Install or relocate absorption system to 100,000 btu/h	891	Jan-08	16.25	22.00	K.Sluder recommendation

251		Install or relocate boiler or compressor 3-15 hp	891	Jan-08	30.00	40.00	K.Sluder recommendation
252		Install or relocate absorption system 100,000-500,000 btu/h	891	Jan-08	30.00	40.00	K.Sluder recommendation
253		Install or relocate boiler or compressor 15-30 hp	891	Jan-08	41.25	55.00	K.Sluder recommendation
254		Install or relocate absorption system 500,000-1,000,000 btu/h	891	Jan-08	41.25	55.00	K.Sluder recommendation
255		Install or relocate boiler or compressor 30-50 hp	891	Jan-08	62.50	85.00	K.Sluder recommendation
256		Install or relocate absorption system 1,000,000-1,750,000 btu/h	891	Jan-08	62.50	85.00	K.Sluder recommendation
257		Install or relocate boiler or compressor over 50 hp	891	Jan-08	107.50	150.00	K.Sluder recommendation
258		Install or relocate absorption system over 1,750,000 btu/h	891	Jan-08	107.50	150.00	K.Sluder recommendation
259		Each air-handling unit up to 10,000 cfm and attached ducts	891	Jan-08	12.50	20.00	K.Sluder recommendation
260		Each air-handling unit over 10,000 cfm	891	Jan-08	20.00	30.00	K.Sluder recommendation
261		Each evaporative cooler other than portable type	891	Jan-08	12.50	20.00	K.Sluder recommendation
262		Each ventilation fan attached to a single duct	891	Jan-08	8.75	15.00	K.Sluder recommendation
263		Each ventilation system not part of heating or air conditioning system	891	Jan-08	12.50	20.00	K.Sluder recommendation
264		Installation of hood system serving any mechanical exhaust, including ducts	891	Jan-08	12.50	20.00	K.Sluder recommendation
265		Install or relocate domestic type incinerator	891	Jan-08	20.00	30.00	K.Sluder recommendation
266		Install or relocate commercial or industrial incinerator	891	Jan-08	83.75	115.00	K.Sluder recommendation
267		Install, relocate or alter any unclassified equipment	891	Jan-08	12.50	20.00	K.Sluder recommendation
268		Install Hydronic Heating- up to 1000 sq. ft				22.00	K.Sluder recommendation
269		Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft				35.00	K.Sluder recommendation
270		Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft				50.00	K.Sluder recommendation
271		Install Hydronic Heating- 5001 sq. ft. and over				75.00	K.Sluder recommendation
272		Gas-piping Systems to 5 outlets				15.00	K.Sluder recommendation
273		For each additional Gas-piping System outlet, per outlet				5.00	K.Sluder recommendation
274	15.12.030	Inspections					K.Sluder recommendation
275		Inspections outside normal business hours	891	Jan-08	62.50	100/hr min	K.Sluder recommendation
276		Re-inspection fee	891	Jan-08	50.00	75/hr min	K.Sluder recommendation
277		For which no fee is specifically indicated	891	Jan-08	50.00	75/hr min	K.Sluder recommendation
278		Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	891	Jan-08	50.00	100/hr min	K.Sluder recommendation
279							
280							

281		Electrical Code	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
282	15.20.010 3	Valuation of Electrical Work					<i>This section falls under Fire/EMS Electrical Inspector</i>
283		1.00 to 500	1254	Jan-20	27.23	36.00	33% increase per 12/21/2020 Council direction
284		500.01 to 600	1254	Jan-20	30.75	41.00	33% increase per 12/21/2020 Council direction
285		600.01 to 700	1254	Jan-20	34.32	46.00	33% increase per 12/21/2020 Council direction
286		700.01 to 800	1254	Jan-20	37.84	45.00	33% increase per 12/21/2020 Council direction
287		800.01 to 900	1254	Jan-20	41.36	55.00	33% increase per 12/21/2020 Council direction
288		900.01 to 1,000	1254	Jan-20	44.94	60.00	33% increase per 12/21/2020 Council direction
289		1,000.01 to 1,100	1254	Jan-20	48.46	64.00	33% increase per 12/21/2020 Council direction
290		1,100.01 to 1,200	1254	Jan-20	51.98	69.00	33% increase per 12/21/2020 Council direction
291		1,200.01 to 1,300	1254	Jan-20	55.55	74.00	33% increase per 12/21/2020 Council direction
292		1,300.01 to 1,400	1254	Jan-20	59.07	79.00	33% increase per 12/21/2020 Council direction
293		1,400.01 to 1,500	1254	Jan-20	62.59	83.00	33% increase per 12/21/2020 Council direction
294		1,500.01 to 1,600	1254	Jan-20	66.17	88.00	33% increase per 12/21/2020 Council direction
295		1,600.01 to 1,700	1254	Jan-20	69.69	93.00	33% increase per 12/21/2020 Council direction
296		1,700.01 to 1,800	1254	Jan-20	73.21	97.00	33% increase per 12/21/2020 Council direction
297		1,800.01 to 1,900	1254	Jan-20	76.78	102.00	33% increase per 12/21/2020 Council direction
298		1,900.01 to 2,000	1254	Jan-20	80.30	107.00	33% increase per 12/21/2020 Council direction
299		2,000.01 to 3,000	1254	Jan-20	90.86	121.00	33% increase per 12/21/2020 Council direction
300		3,000.01 to 4,000	1254	Jan-20	105.00	140.00	33% increase per 12/21/2020 Council direction
301		4,000.01 to 5,000	1254	Jan-20	119.13	158.00	33% increase per 12/21/2020 Council direction
302		5,000.01 to 6,000	1254	Jan-20	133.32	177.00	33% increase per 12/21/2020 Council direction
303		6,000.01 to 7,000	1254	Jan-20	147.46	196.00	33% increase per 12/21/2020 Council direction
304		7,000.01 to 8,000	1254	Jan-20	161.65	215.00	33% increase per 12/21/2020 Council direction
305		8,000.01 to 9,000	1254	Jan-20	175.78	234.00	33% increase per 12/21/2020 Council direction
306		9,000.01 to 10,000	1254	Jan-20	189.92	253.00	33% increase per 12/21/2020 Council direction
307		10,000.01 to 11,000	1254	Jan-20	204.11	271.00	33% increase per 12/21/2020 Council direction
308		11,000.01 to 12,000	1254	Jan-20	218.24	290.00	33% increase per 12/21/2020 Council direction
309		12,000.01 to 13,000	1254	Jan-20	232.43	309.00	33% increase per 12/21/2020 Council direction
310		13,000.01 to 14,000	1254	Jan-20	246.57	328.00	33% increase per 12/21/2020 Council direction
311		14,000.00 to 15,000	1254	Jan-20	260.70	347.00	33% increase per 12/21/2020 Council direction
312		15,000.01 to 16,000	1254	Jan-20	274.89	366.00	33% increase per 12/21/2020 Council direction
313		16,000.01 to 17,000	1254	Jan-20	303.22	403.00	33% increase per 12/21/2020 Council direction
314		17,000.01 to 18,000	1254	Jan-20	317.35	422.00	33% increase per 12/21/2020 Council direction
315		18,000.01 to 19,000	1254	Jan-20	331.49	441.00	33% increase per 12/21/2020 Council direction
316		19,000.01 to 20,000	1254	Jan-20	345.68	460.00	33% increase per 12/21/2020 Council direction
317		20,000.01 to 21,000	1254	Jan-20	359.81	479.00	33% increase per 12/21/2020 Council direction
318		21,000.01 to 22,000	1254	Jan-20	374.00	497.00	33% increase per 12/21/2020 Council direction
319		22,000.01 to 23,000	1254	Jan-20	388.14	516.00	33% increase per 12/21/2020 Council direction
320		23,000.01 to 24,000	1254	Jan-20	402.27	535.00	33% increase per 12/21/2020 Council direction
321		24,000.01 to 25,000	1254	Jan-20	416.96	555.00	33% increase per 12/21/2020 Council direction
322		25,000.01 to 50,000 = \$416.96 for the first \$25,000.00, plus \$10.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	1254	Jan-20		555.00 plus \$11.00	33% increase per 12/21/2020 Council direction
323		50,000.01 to 100,000 = \$682.33 for the first \$50,000.00, plus \$7.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	1254	Jan-20		908.00 plus \$10.00	33% increase per 12/21/2020 Council direction
324		100,000.01 and Up = \$1,037.08 for the \$100,000.00 plus \$5.89 for each additional \$1,000.00 or fraction thereof	1254	Jan-20		1,379.00 plus \$8.00	33% increase per 12/21/2020 Council direction
325		Connect all temporary services	1254	Jan-20	25.00	33.00	33% increase per 12/21/2020 Council direction

328		Plumbing Permits	Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
329	15.24.030	Plumbing and Fuel Gas Permits					
330		For issuing each permit	892	Jan-08	25.00	50.00	K.Sluder recommendation
331		For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	892	Jan-08	8.75	15.00	K.Sluder recommendation
332		For each building sewer and trailer park sewer	892	Jan-08	18.75	25.00	K.Sluder recommendation
333		Rainwater systems – per drain (inside building)	892	Jan-08	8.75	15.00	K.Sluder recommendation
334		For each water heater and/or vent	892	Jan-08	8.75	15.00	K.Sluder recommendation
335		For each gas-piping system of one to five outlets	892	Jan-08	6.25	15.00	K.Sluder recommendation

336	For each additional gas-piping system outlet, per outlet	892	Jan-08	1.25	5.00	K.Sluder recommendation
337	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	892	Jan-08	8.75	15.00	K.Sluder recommendation
338	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	892	Jan-08	8.75	15.00	K.Sluder recommendation
339	For each repair or alteration of drainage or vent piping, each fixture	892	Jan-08		15.00	K.Sluder recommendation
340	For each lawn sprinkler system on any one meter including backflow protection devices	892	Jan-08	8.75	15.00	K.Sluder recommendation
341	For atmospheric-type vacuum breakers not included in Item #10:					
342	1 to 5 each	892	Jan-08	6.25	15.00	K.Sluder recommendation
343	over 5 each	892	Jan-08	1.25	5.00	K.Sluder recommendation
344	For each backflow protective device, other than atmospheric-type vacuum breakers:					
345	2 inch diameter and smaller	892	Jan-08	8.75	15.00	K.Sluder recommendation
346	over 2 inches in diameter	892	Jan-08	18.75	25.00	K.Sluder recommendation
347	Install Hydronic Heating- up to 1000 sq. ft				22.00	K.Sluder recommendation
348	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft				35.00	K.Sluder recommendation
349	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft				50.00	K.Sluder recommendation
350	Install Hydronic Heating- 5001 sq. ft. and over				75.00	K.Sluder recommendation
351	For each Fire Sprinkler System				15.00	K.Sluder recommendation
352	Inspections					K.Sluder recommendation
353	Inspections outside normal business hours	100/hr min	100/hr min	62.50	100/hr min	K.Sluder recommendation
354	Re-inspection fee	75/hr min	75/hr min	50.00	75/hr min	K.Sluder recommendation
355	Inspections for which no fee is specifically indicated	75/hr min	75/hr min	50.00	75/hr min	K.Sluder recommendation
356	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	100/hr min	100/hr min	50.00	100/hr min	K.Sluder recommendation

Contractor Licensing		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated	
359	15.36.040 i	Classification:					
361		General Contractor (Class A)	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
362		Building Contractor (Class B)	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
363		Building Contractor Restricted (Class Br)	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
364		Residential Contractor (Class C)	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
365		Electrical Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
366		Low Voltage Electrical Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
367		Plumbing Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
368		HVAC Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
369		Woodstove/Gas Stove Installer	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
370		Gas Service Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
371		Lawn Sprinkler Installer	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
372		Water Conditioning Installer	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
373		Refrigerator Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
374		Fire Sprinkler Contractor	1089	Jan-15	300.00	400.00	K.Sluder per State schedule
375	15.36.050 G	Certificates of Qualification					
376		Initial Certificate	1089	Jan-15	50.00	150.00	K.Sluder per State schedule
377		Renewal of Certificate	1089	Jan-15	25.00	75.00	K.Sluder per State schedule

380	Cemetery		Ordinance	Last Changed	\$ Current Fee	\$ Proposed Fee	Calculated
381	Res 05-28	Fees:					
382		Internment - Open/Close Full	05-28	Dec-05	350.00	463.00	CPI adjustment since date of last ordinance
383		Internment - Open/Close Cremation	05-28	Dec-05	50.00	66.00	CPI adjustment since date of last ordinance
384		Weekend / Holiday Charge	05-28	Dec-05	100.00	132.00	CPI adjustment since date of last ordinance
385		Deed Filing Fee	05-28	Dec-05	20.00	26.00	CPI adjustment since date of last ordinance
386		Winter Charge (Dec 1 - April 30)	05-28	Dec-05	100.00	132.00	CPI adjustment since date of last ordinance
387		Plot Purchase - Full	05-28	Dec-05	300.00	397.00	CPI adjustment since date of last ordinance
388		Plot Purchase - Cremation/Infant	05-28	Dec-05	100.00	132.00	CPI adjustment since date of last ordinance
389		Disinterment - Open/Close Full	05-28	Dec-05	450.00	596.00	CPI adjustment since date of last ordinance
390		Disinterment - Open/Close Cremation	05-28	Dec-05	100.00	132.00	CPI adjustment since date of last ordinance

RESOLUTION 21-08, APPENDIX A
FEE SCHEDULE, EFFECTIVE 3/17/2021

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	118.00
	11-49 employees	237.00
	50-99 employees	355.00
	100 employees, or more	592.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	154.00
	11-49 employees	343.00
	50-99 employees	462.00
	100 employees, or more	770.00
5.16.025	Independent Contractors and Agents	118.00
5.16.027	Commercial	120.00
5.16.027	Residential Rentals	120.00
5.06.130	Solicitation - Commercial	120.00
5.06.150	Solicitation - Highway or Street	120.00
5.60.040 C	Short Term Rental	107.00
5.20.010	Installation Permit	30.00
5.32.040	Pawnbroker	31.00
5.20.020	Exposition Licenses	
	< 5 vendors; for-profit expositions	123.00
	> 5 vendors; for-profit expositions	247.00
	< 5 vendors; non-profit expositions	62.00
	> 5 vendors; non-profit expositions	123.00
5.21.060	Transient Merchant	
	per day fee	238.00
	per day fee if a business license holder	44.00
	per day if a non-profit	-
5.12.080 A	Application Fee Refund	
	amount refunded if Town denies license	44.00
5.12.080 B	Renewal Late Fee	
	\$25 per month on January 30th not to exceed \$100	30.00
5.12.130	Change of Location Fee	
	notice given on new application	44.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	118.00
	> 10 employee	237.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	45.00
	< 30 mpg	68.00
5.50.060 B	Operator License Permit	
	new	113.00
	renewal	57.00
5.50.040 G	Taxi Fares: In-Town	
	maximum fare; 1-4 passengers	13.00
	per passenger above 4	3.00
	Taxi Fares: Teton Village	
	maximum fare; 1-4 passengers	39.00
	per passenger above 4	6.00

Remove if
changing to
Zoned Fares
(Title 5 update)

Gaming License		\$ Current Fee
5.48.050	Bingo and pull-tab	310.00
5.48.210	Change of location	12.00
Miscellaneous		\$ Current Fee
Public Records		
Copy		
	electronic document, <i>per document</i>	10.00
	black and white paper	0.25 /page
	color paper	0.50 /page
Plotted Map		
	size 11x17, each	14.00
	size 24x36, each	36.00
	size 36x54, each	50.00
Photograph		14.00
Police Report		14.00
LDRs and Comprehensive Plan		58.00
Research / Compilation Services		15.50
External electronic media (disk, usb drive, etc)		14.00
Postage / shipping		actual cost
Other special circumstances		actual cost
Vehicle Inspection		10.00
Jackson Hole Airport		\$ Current Fee
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commerical aircraft, not to exceed	6.00
Liquor License		\$ Current Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill	1,514.00
	Limited Retail (Club)	505.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	1,514.00
	Retail	1,500.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	20.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	50.00
Animal Shelter Impounding, Board, Adoption		\$ Current Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	31.00
	Same animal, second within one year	43.00
	Same animal, third within one year	61.00
	Same animal fourth and more within one year	122.00
Impoundment, Boarding		
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	18.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	110.00
Res 09-04	Cat, impounded for 7+ days	95.00

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	60.00
	Cat, annual fee	60.00
	Owner Surrender	35.00
	Rabies voucher	25.00
	Teton County License	25.00
	Altered	10.00
	Unaltered	25.00

Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	195.00

Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.21
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	52.00
8.36.070 C	Second conviction	103.00
8.36.070 C	Third Conviction goes to Municipal Court	-

Encroachment Permit		\$ Current Fee
12.08.060	Encroachment Activity:	
	Utility Excavation in public street	337.00
	Utility Excavation in public alley	169.00
	Utility Excavation in public easement	169.00
	Driveway cuts/curb cuts installation/replacement	169.00
	Curb and gutter installation	169.00
	Sidewalk installation	169.00
	Construction-related, occupy street travel lane	337.00
	Construction-related, occupy public alley	169.00
	Construction-related, occupy time-restricted parking space - per space	84.00
	House moving, per Town staff assistance	42.00
	Other, as deemed appropriate by Public Works Director	

Special Event Permit		\$ Current Fee
12.28.050 F	Applicants:	
	Non-Profit	27.00
	For-Profit, including commerical film/photo	165.00
	Expressive Activity	-

Planning Permit		\$ Current Fee
Fee Waiver		
The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:		
1. A project that is sponsored by a governmental entity, or a project that		
2. A project that provides extraordinary charitable, civic, educational, or		
Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.		
Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.		

General Pre-Application Conference (per Pre-App meeting)	
Sketch Plan, Special Use, Planned Unit Development	721.00
Conditional Use, Development Plan, Map Amendment	361.00
Development Option Plan	361.00
Grading & Erosion Control	180.00
Optional/Elective Conference with:	
Staff	180.00
Planning Commission or Town Council	original fee
Design Review Committee	240.00
Physical Development	
Sketch Plan, Development Plan	3,005.00
Sign Permit	
Per Sign	90.00
Master Signage Plan	361.00
Basic Use Permit	601.00
Conditional Use Permit	
Use Permit only	3,005.00
Concurrent with application requiring public hearing	601.00
Special Use Permit	3,005.00
Development Option or Subdivision	
Development Option Plan	601.00
Subdivision Plat, <i>plus technical review fee</i>	1,202.00
Exempt Land Division	no charge
Boundary Adjustment	
Plat Required, <i>plus technical review fee</i>	1,202.00
Without Plat, <i>plus technical review fee</i>	541.00
Interpretations	
Formal Interpretation	601.00
Zoning Compliance Verification	601.00
Amendments	
LDR Text	1,803.00
Zoning Map	1,803.00
Planned Unit Development	1,803.00
Relief	
Administrative Adjustment	601.00
Variance	601.00
Appeal of Administrative Decision	601.00
Beneficial Use Determination	1,202.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	601.00
Miscellaneous	
Administrative decision elevated to public hearing	601.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	60.00

Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	500.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.50/sf
	Commercial, Office, Multi-family and similar	1.00/sf
	Warehouse, storage and similar	1.00/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u>	<u>Fee Calculation</u>	

\$1 to 17,000	\$256.00
\$17,001 to 40,000	\$256 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000
\$40,001 to 100,000	\$487 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to 500,000	\$1,027 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1million	\$3,827 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$1,000,001 to \$5million	\$6,327 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5million +	\$18,327 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof
15.04.090	Other Inspections
	Plan review assessed @ 65% of building permit fee
	outside normal business hours 100.00/hr
	Re-inspection under Section 305(g) 75.00/hr
	No fee specifically indicated 75.00/hr
	Review of revisions made to Approved Plan 100.00/hr

Mechanical Permit (IMC)		\$ Proposed Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	50.00
	For issuing each supplemental permit	20.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	25.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	30.00
	Install or relocate each floor furnace, including vent	22.00
	Install or relocate suspended, recessed or floor mounted heater	22.00
	Install, relocate or replace appliance vent	15.00
	Repair or alter any heating, cooling, absorption or evaporative system	20.00
	Install or relocate boiler or compressor to 3 hp	22.00
	Install or relocate absorption system to 100,000 btu/h	22.00
	Install or relocate boiler or compressor 3-15 hp	40.00
	Install or relocate absorption system 100,000-500,000 btu/h	40.00
	Install or relocate boiler or compressor 15-30 hp	55.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	55.00
	Install or relocate boiler or compressor 30-50 hp	85.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	85.00
	Install or relocate boiler or compressor over 50 hp	150.00
	Install or relocate absorption system over 1,750,000 btu/h	150.00
	Each air-handling unit up to 10,000 cfm and attached ducts	20.00
	Each air-handling unit over 10,000 cfm	30.00
	Each evaporative cooler other than portable type	20.00
	Each ventilation fan attached to a single duct	15.00
	Each ventilation system not part of heating or air conditioning system ducts	20.00
	Install or relocate domestic type incinerator	30.00
	Install or relocate commercial or industrial incinerator	115.00
	Install, relocate or alter any unclassified equipment	20.00
	Install Hydronic Heating- up to 1000 sq. ft	22.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	35.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	50.00
	Install Hydronic Heating- 5001 sq. ft. and over	75.00
	Gas-piping Systems to 5 outlets	15.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	100/hr min
	Re-inspection fee	75/hr min
	For which no fee is specifically indicated	75/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	100/hr min

Electrical Code		\$ Current Fee
15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	36.00
	500.01 to 600	41.00
	600.01 to 700	46.00
	700.01 to 800	45.00
	800.01 to 900	55.00
	900.01 to 1,000	60.00
	1,000.01 to 1,100	64.00
	1,100.01 to 1,200	69.00
	1,200.01 to 1,300	74.00
	1,300.01 to 1,400	79.00
	1,400.01 to 1,500	83.00
	1,500.01 to 1,600	88.00
	1,600.01 to 1,700	93.00
	1,700.01 to 1,800	97.00
	1,800.01 to 1,900	102.00
	1,900.01 to 2,000	107.00
	2,000.01 to 3,000	121.00
	3,000.01 to 4,000	140.00
	4,000.01 to 5,000	158.00
	5,000.01 to 6,000	177.00
	6,000.01 to 7,000	196.00
	7,000.01 to 8,000	215.00
	8,000.01 to 9,000	234.00
	9,000.01 to 10,000	253.00
	10,000.01 to 11,000	271.00
	11,000.01 to 12,000	290.00
	12,000.01 to 13,000	309.00
	13,000.01 to 14,000	328.00
	14,000.00 to 15,000	347.00
	15,000.01 to 16,000	366.00
	16,000.01 to 17,000	403.00
	17,000.01 to 18,000	422.00
	18,000.01 to 19,000	441.00
	19,000.01 to 20,000	460.00
	20,000.01 to 21,000	479.00
	21,000.01 to 22,000	497.00
	22,000.01 to 23,000	516.00
	23,000.01 to 24,000	535.00
	24,000.01 to 25,000	555.00
	25,000.01 to 50,000 = \$416.96 for the first \$25,000.00, plus \$10.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	555.00 plus \$11.00
	50,000.01 to 100,000 = \$682.33 for the first \$50,000.00, plus \$7.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	908.00 plus \$10.00
	100,000.01 and Up = \$1,037.08 for the \$100,000.00 plus \$5.89 for each additional \$1,000.00 or fraction thereof	1,379.00 plus \$8.00
	Connect all temporary services	33.00

Plumbing Permits		\$ Current Fee
15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	50.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	15.00
	For each building sewer and trailer park sewer	25.00
	Rainwater systems – per drain (inside building)	15.00
	For each water heater and/or vent	15.00
	For each gas-piping system of one to five outlets	15.00
	For each additional gas-piping system outlet, per outlet	5.00

For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	15.00
For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	15.00
For each repair or alteration of drainage or vent piping, each fixture	15.00
For each lawn sprinkler system on any one meter including backflow protection devices	15.00
For atmospheric-type vacuum breakers not included in Item #10:	
1 to 5 each	15.00
over 5 each	5.00
For each backflow protective device, other than atmospheric-type vacuum breakers:	
2 inch diameter and smaller	15.00
over 2 inches in diameter	25.00
Install Hydronic Heating- up to 1000 sq. ft	22.00
Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	35.00
Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	50.00
Install Hydronic Heating- 5001 sq. ft. and over	75.00
For each Fire Sprinkler System	15.00
Inspections	
Inspections outside normal business hours	100/hr min
Re-inspection fee	75/hr min
Inspections for which no fee is specifically indicated	75/hr min
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	100/hr min

Contractor Licensing		\$ Current Fee
15.36.040 i	Classification:	
	General Contractor (Class A)	400.00
	Building Contractor (Class B)	400.00
	Building Contractor Restricted (Class Br)	400.00
	Residential Contractor (Class C)	400.00
	Electrical Contractor	400.00
	Low Voltage Electrical Contractor	400.00
	Plumbing Contractor	400.00
	HVAC Contractor	400.00
	Woodstove/Gas Stove Installer	400.00
	Gas Service Contractor	400.00
	Lawn Sprinkler Installer	400.00
	Water Conditioning Installer	400.00
	Refrigerator Contractor	400.00
	Fire Sprinkler Contractor	400.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	150.00
	Renewal of Certificate	75.00

Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	463.00
	Internment - Open/Close Cremation	66.00
	Weekend / Holiday Charge	132.00
	Deed Filing Fee	26.00
	Winter Charge (Dec 1 - April 30)	132.00
	Plot Purchase - Full	397.00
	Plot Purchase - Cremation/Infant	132.00
	Disinterment - Open/Close Full	596.00
	Disinterment - Open/Close Cremation	132.00

STAFF REPORT



Meeting Date:	March 15, 2021	Meeting Title:	Town Council Workshop
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Council Liaison Assignments	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council historically assigns members to serve as liaisons to various Joint Powers Boards, Commissions, Advisory Committees, and outside agencies.

Requested Action.

Staff requests Council discuss the liaison list and determine what assignments work for them.

Recommendations.

Staff recommends Council discuss the liaison list and determine what assignments work for them.

Background.

The Town Council historically assigns members to serve as liaisons to various Joint Powers Boards, Commissions, Advisory Committees, and outside agencies. These assignments are historically discussed annually at the Town Council retreat. The Council asked this year to place the issue on a workshop agenda to discuss assignments and Council was asked to contact Roxanne Robinson if they wanted to identify preferences they had. Councilor Jorgensen responded with his preferences. The attached worksheet shows the various groups and the current assignment roles as well as Councilor Jorgensen's preferences for assignments. An additional attachment shows some basic information about the groups where it is known. As noted at the retreat, the role of a liaison is to:

- Attend meetings of assigned groups and remain informed of issues affecting that group
- Share pertinent information with Council

A liaison does not:

- Represent Council's opinion or position unless a vote of Council has been taken

Analysis.

A basic information sheet is attached to this staff report explaining a bit about each board. If the Council would like to review copies of Joint Powers Agreements and amendments to those agreements, please let staff know and we can forward that information to you.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

In order for the Town Council to make informed decisions on issues in alignment with the Comprehensive Plan, awareness of the issues facing other groups and boards in the community is logical.

Fiscal Impact.

None.

Staff Impact.

Minimal. The Town Clerk will update the worksheet to create the final list of assignments for the Mayor and Council for 2021.

Attachments or Links.

2021 Worksheet and Liaison Group Basic Information.

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

After mutual agreement has been reached on which elected official is assigned to which group, a motion would be appropriate:

I move to approve the 2021 Liaison Assignments as discussed.

2021 WORKSHEET

Town of Jackson Liaison Assignments

	Mayor Muldoon	Jim Stanford	Hailey Morton Levinson	Jessica Chambers	Jim Rooks	Jonathan Schechter	Arne Jorgensen
1	START 2nd Thur at 1130am	Travel & Tourism Board 2nd Thur at 3pm	Housing Authority 1st Wed at 1pm (old library)			Airport Board 3rd Wed at 9am	<i>Would like to add START and TTB</i> Design Review Committee 2nd Wed at 530p <i>This board does not take much time, willing to keep given relationships</i>
2	Pathways Taskforce 1st Wed at 530pm	Parks & Recreation 2nd Thur at 5pm	Public Art Taskforce 3rd Thur at 8am			Energy Conservation Works 4th Wed at 9:30am @ LVE	Board of Examiners 2nd Tues at 430pm <i>This board does not take much time, willing to keep given relationships</i>
3	Housing Supply Board 2nd Tues 4:30p (old library)	Museum-Administrative meets as needed					Planning Commission 1st & 3rd Wed at 530pm <i>This board does not take much time, willing to keep given relationships</i>
1	Chamber of Commerce last Wed at Noon	InterAgency Breakfast (2) 4th Tues at 7am (Sept-May)	Systems of Care 3rd Thur at 9am			JH Air 1st Thur at 2pm	InterAgency Breakfast (1) 4th Tues at 7am (Sept-May) <i>Would like to keep if possible</i>
2		Historical Society & Museum Qtrly-Mar, Jun, Sep, Dec	TriPartite Bd - CSBG meets as needed			Human Services Council 4th Thur at 9am (Senior Ctr)	Fair Board 2nd Mon at 530pm <i>Willing to pass on to someone else but can keep as it does not take much time</i>
3		Board of Health (ToJ appoints 1 seat) meets 4th Tues of odd months				Integrated Solid Waste & Recycling (ISWR) 1st Thur at 3pm - EVEN mths	Emerg Management - LEPC 3rd Thur at 830am - ODD mths <i>Willing to pass on to someone</i>
4		Housing Trust 4th Wed at 4pm				St. John's Hospital Board 4th Thur at 4pm	Transportation Adv Com-TAC meets as needed <i>Not sure if it is needed, seems to be so staff driven</i>
LEGEND: Board Members are appointed by Town Other Community Boards, or appointed by County					Unassigned: School Board		

Council Liaisons & Board Appointments				
Board	Meeting Day and Time	Type of Board	Board Purpose	Councilor Role
Administrative Museum Board	Meets as needed	JPA	For joint Town/County funding for museum services to steward, interpret, preserve history, educate the public	2 voting members from Council - Previous members Bob Lenz & Jim Stanford
Airport Board	3rd Wed at 9:00AM	JPA	Operation of the airport	non-voting, observer
Board of Examiners	2nd Tues at 4:30PM	Town Appointed Board	Administer Contractor Licensing	non-voting, observer
Board of Health	4th Tues of Odd Months	County District Health Department	Promulgate rules and regs pertaining to the prevention of disease and promotion of health	non-voting, observer
Chamber of Commerce	Last Wed at Noon	NGO	Support and promote business interests in the community	non-voting, observer
Design Review Committee	2nd Wed at 5:30PM	Town Appointed Board	Advise and provide technical assistance to the Planning Director, Planning and Zoning Commission, board of Adjustment and Council in regards to design review	non-voting, observer
Local Emergency Planning Committee	3rd Thur at 8:30AM Odd mnths	Committee per WY Executive Order	Receiving hazardous materials facility reports, sharing with first responders, developing hazardous materials response plans and exercises.	participant
Energy Conservation Works	4th Wed at 9:30AM	JPA	Energy conservation and renewable energy	voting member
Fair Board	2nd Mon at 5:30PM	County Board	Produce and support the Teton County Fair	non-voting, observer
Housing Authority Board	1st Wed at 1:00 PM	Town joined the County's Housing Authority, Town appoints one seat, County appoints one seat, Board appoints third seat	Address the shortage of safe and sanitary dwelling accommodations in the Town and County available to persons of low income, to purchase and own properties.	non-voting, observer
Housing Supply Board	2nd Tues at 4:30PM	Jointly appointed board	Counsel the Housing Director on matters related to workforce housing supply.	non-voting, observer
Housing Trust	4th Wed at 4:00PM	NGO	Produce and support affordable housing	non-voting, observer
Human Services Council	4th Thur at 9:00AM	NGO	Coordinate human services provided in the Town and County	non-voting, observer
Integrated Solid Waste & Recycling (ISWR)	1st Thur at 3:00PM Even mnths	County Board	Collect, address, and process waste and recycling	non-voting, observer
InterAgency Breakfast	4th Tues at 7:00AM (Sept- May)	Leadership Group	Share information between Fed, State, and Local Govt Organizations	participant
JH Air	1st Thur at 2:00PM	NGO	Support and promote air travel to the community	non-voting, observer
Parks & Recreation Board	2nd Thur at 5:00PM	JPA Advisory	Oversee the responsibilities of the Park & Rec Department for a system of parks and recreation facilities	non-voting, observer
Pathways Task Force	1st Wed at 5:30PM	MOU Advisory	Advise and support the Town and County on pathways and alternative modes of travel	non-voting, observer
Planning & Zoning Commission	1st & 3rd Wed at 5:30PM	Town Appointed Board	Duties per Statute and Muni Code	non-voting, observer
Public Art Task Force	3rd Thur at 8:00AM	Town Appointed Board	Review art proposals, set parameters for art projects, review capital projects, make recommendations	non-voting, observer
START Board	2nd Thur at 11:30AM	JPA	Control, maintain, manage and supervise transportation system	non-voting, observer
St. John's Health Board	4th Thur at 4:00PM	NGO	Health care in the community	non-voting, observer
Systems of Care	3rd Thur at 9:00AM	NGO	Coordinate human services provided in the Town and County	non-voting, observer
Transportation Advisory Committee - TAC	Meets as needed	Staff Level Committee	Advise the Town and County on transportation related issues	non-voting, observer
Travel & Tourism Board	2nd Thur at 3:00PM	JPA	Administer 60% of Lodging Tax for Promotion	non-voting, observer
TriPartite Bd - CSBG	Meets as needed			non-voting, observer



Dear Wyoming State Legislators-

We are writing regarding Senate File 157, which would seriously disrupt municipal sovereignty. Municipalities have home rule in Wyoming because they need the freedom to develop unique solutions to local challenges and circumstances. Senate File 157 limits that freedom and could force local taxpayers to subsidize new developments.

Municipalities have the sole responsibility to be the financial stewards of their water and sewer assets on behalf of taxpayers within their communities. Senate File 157 limits municipalities' ability to decide whether and on what terms future connections to its water and sewer systems will be allowed. This approach would impede local sovereignty and set a bad precedent for the State of Wyoming.

Senate File 157 takes this drastic step in part to benefit one potential private development near the Town of Jackson's boundary with Teton County. The application for this development to connect to the town's systems was filed on January 28, 2021. The Town of Jackson has not yet considered it and has never denied an application to connect to its wastewater systems. We look forward to continuing to work through these matters locally. Please help us maintain this most basic of municipal rights to maintain our say over assets we manage and invest in for the benefit of our citizen ratepayers.

Please help us maintain the social contract we all abide by as government electeds and allow us to sort out these issues within our jurisdiction. Another bill filed this session, House Joint Resolution No. HJ0011, requests that the federal government respect state sovereignty. We are asking the same for municipalities. Please do not support Senate File 157 and infringe upon municipal rights. Jackson's Town Council can and will sort through this issue in good faith, in our municipality, with the interested parties.

Sincerely Yours,

Mayor Hailey Morton Levinson on behalf of the Jackson Town Council

Arne Jorgensen, Vice Mayor
Jessica Sell Chambers, Councilor
Jim Rooks, Councilor
Jonathan Schechter, Councilor

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: March 15, 2021
RE: Town Manager's Report

Counseling Sessions for Employees

We will be getting information out to all employees in the near future on the available resources already included in our Lincoln Financial Group contract that may not be widely known. The Lincoln Financial Group covers our short and long term disability insurance as well as life insurance and is separate from the health insurance benefit. With the stress of the pandemic and general life issues, we know employees may be stressed about issues in their life or may be needing financial guidance on household budgeting or college planning or other issues. Benefits in our plan include access to free counseling sessions, a free 30 minute consultation with a lawyer, and an open line for questions related to financial planning and directing employees to needed resources. Information will be coming out in the next few weeks with details on how to take advantage of these resources.

Teton Valley Commuter Housing Needs

Staff is looking into the potential to master lease one or two apartments in Teton Valley, Idaho, in order to house Transit Commuter Operators that are required to reside in Teton Valley to begin their route to Jackson. We are currently working on filling two vacancies in these positions and the current lack of housing has been a deterrent to filling those positions. We currently utilize variable hour Commuter Operators residing in Jackson and it requires a paid reverse commute at this time to provide that service. Commuter Operators receive a \$1.50/hr shift differential for actual driving time over the pass or through the Snake River Canyon and we also recently implemented a Report Stipend based on the federal mileage reimbursement rate for Commuter Operators that are scheduled to fill driving shifts in Jackson on days where there is no commuter service offered (holidays with reduced service, scheduled weekday service without a current 4th commuter run). We hope these incentives will assist in filling these positions.

Summer Internships

In the coming weeks, we will be working on filling summer internships and vocational internship positions in the organization. These positions cross over fiscal years and are an important component to the Town's public service to the community. They provide opportunities for learning and summer employment, provide assistance to Town staff, and also provide an opportunity to potentially recruit future employees for the Town of Jackson. Summer college internships include the Planning Department, Legal Department, Engineering Department, Community Development Department, and

Police Department. The vocational internships are new this year and we will be looking to fill a student intern on the mechanic's crew, the facilities (plumbing, general facilities) crew, and IT crew if possible. We will be working with student counselors at the High School to reach out for the vocational internships.