

Jackson Town Council Regular Meeting

April 12, 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. Special Meeting ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your

browser: <https://us02web.zoom.us/j/85182131699?pwd=U0h3S2ZnYjBLenI5ekRZemJtcDdiZz09>

If the link does not work, join at zoom.com with Webinar ID **851 8213 1699** Password: **83001**

or join by phone **16699009128** with Webinar ID **851 8213 1699** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. New Employee Introduction: Annette Langley, Planning Coordinator
 - 2. Proclamation for Child Abuse Awareness & Prevention Month
 - 3. Proclamation for Week of the Young Child
 - 4. 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 19, 2021 workshop
 - March 19, 2021 regular meeting
- B. Disbursements
- C. Municipal Court Report March 2021
- D. Gun Barrel Restaurant Outdoor Liquor Service
- E. Professional Services Agreement for Core Services Facility Phase 2 (Planning, Design, Engineering, Bidding & Construction Contracting)

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

- A. Administration

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

1. Restaurant Liquor License Application by Kampai Holdings LLC (Sandy Birdyshaw)
 2. Restaurant Liquor License Application by Alpine Hotel Partners LLC (Sandy Birdyshaw)
 3. Application Process for Retail / Bar & Grill Liquor License (Sandy Birdyshaw)
- B. Planning
1. **Item P21-031:** Permit Fee Reduction for 440 West Kelly Housing Project (Paul Anthony)
- C. Public Works
1. **Item P21-007:** Sewer Connection at 2165 Fish Creek Road (Floren Poliseo)

VI. 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 (Lea Colasuonno)

VII. ORDINANCES

- A. **Ordinance W:** An Ordinance Amending and Reenacting Jackson Municipal Code Title 5 in its entirety (presented for second reading)

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

New Employee Intro

Annette Langley – Planning Coordinator

Annette has joined our team in Planning to provide administrative support to the department.

She is a native of Indianapolis and holds a B.S. degree from nearby, Purdue University.

Annette has lived in Jackson for over 16 years and enjoys hiking, biking, snowshoeing, camping, and spending time with her crazy dogs.

Welcome Annette!



Proclamation

CHILD ABUSE AWARENESS AND PREVENTION MONTH

WHEREAS, Children are our future. No child should suffer abuse and neglect; and

WHEREAS, victims of child abuse and neglect are known to be at higher risk for experiencing post-traumatic stress disorder, depression, low academic achievement, drug use, juvenile delinquency, teenage pregnancy and adult criminality, every child is precious and deserves to grow up in a healthy, safe nurturing environment free from harmful effects of abuse and neglect; and

WHEREAS, an estimated 1,077 children in Wyoming are victims of abuse and neglect each year; and

WHEREAS, effective child abuse intervention and community prevention programs succeed because of partnerships created among community members, social services and law enforcement agencies, schools, churches, businesses and civic organization; and

WHEREAS, each April, Child Advocacy Centers of Wyoming, The Children's Trust Fund Board, Prevent Child Abuse Wyoming, Wyoming Citizen Review Panel, the Wyoming Victim Services, the Wyoming GAL program, the Town of Jackson and other partners join together in an effort to prevent abuse and neglect through outreach, education, and intervention.

NOW, THEREFORE, I, Arne Jorgensen, by virtue of the authority vested in me as Vice-Mayor of the Town of Jackson, do hereby proclaim the month of April 2021 as Child Abuse Awareness and Prevention Month.

DATED THIS 12th DAY OF April 2021.

TOWN OF JACKSON

Arne Jorgensen, Vice-Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk



Proclamation

NATIONAL COLLABORATIVE FOR INFANTS & TODDLERS WEEK OF THE YOUNG CHILD

WHEREAS, local government routinely provides an array of programs and services to an estimated 16 million children ages birth to three in the United States; and in 2016 about 35 percent of counties had more than a quarter of all children living in poverty; and

WHEREAS, the most rapid period of brain development occurs within the first years of life with the brain developing faster from birth to age three than at any later period in life, building the foundation for all future learning, behavior and health; and toddlers receive what their growing brains need, they become healthy children who are confident, empathetic and ready for school and life; and programs and policies that support healthy development from birth to age three result in better social, economic and health outcomes and build a more productive workforce that strengthens our economy now and in the future; and

WHEREAS, parents are a child's most important caregivers and play the lead role in their child's healthy development; at the same time, communities and governments can effectively provide families with an array of comprehensive support at an especially critical time; and

WHEREAS, programs and policies should start early to ensure healthy beginnings at birth, support families with infants and toddlers and make high quality childcare and learning environments more accessible and affordable to all; and

WHEREAS, high quality child care is often unavailable or unaffordable for parents who need it, and many families are not connected to networks or early childhood support and parent education that can offer guidance and confidence to navigate the earliest months and years of their children's lives; and

WHEREAS, studies and research continue to reinforce that preparing babies and young children to succeed in school and life has profound impacts on building a strong and vibrant economy; and

WHEREAS, the Town of Jackson and all local governments take pride in our responsibility to protect and enhance the health, welfare and safety of residents in cost effective ways, especially for the working families with young children in our area; and

WHEREAS, research shows that when we invest in the first three years of a child's life, including through parent education, the returns for the community are the highest, and we can reduce the need for more expensive interventions later; and

WHEREAS, research also shows that high-quality early childhood development programs can deliver an annual return of up to 13% per child on upfront costs through better outcomes in education, health, employment and social behavior in the decades that follow; and economists attribute local economic growth and prosperity to high quality early child care programs; and

WHEREAS, 27% of children 0-3 living in Teton County live below 200% of the Federal Poverty Level; and

WHEREAS, the purpose of the Week of the Young Child is to recognize that healthy development and education of all children is the responsibility of all of us, and to recommit ourselves to ensuring that each and every child experiences the type of early environment – at home, at child care, at school, and in the community – that will promote their early development.

NOW, THEREFORE, I, Arne Jorgensen, Vice- Mayor of the Town of Jackson, do hereby pledge the Town Council's support and advocacy for supporting prenatal-to-three and early childhood education efforts that promote a healthy start at birth, support for families with infants and toddlers and high-quality care and learning environments through pre-K and further pledge that the Town of Jackson will:

- Support the efforts of Teton County, Systems of Education and other organizations in making Teton County an Early Learning Community and their convening an Early Learners Committee to create a plan with measurable outcomes to implement, shift and enhance evidence-based approaches that promote a comprehensive and equitable continuum of care that begins before birth and spans into adulthood, with specific recommendations for children under three and their families; and
- Support the leveraging of local, state and federal investments and exploration of innovative funding strategies and revenue streams to support early childhood programming; and
- Promote prenatal-to-pre-K policies, best practices and cross coordination to improve child and family outcomes as well as service delivery and efficacy in government through streamlined processes; and

FURTHER, the Jackson Town Council does hereby declare its dedication for every young child to have access to safe, healthy, quality environments with passionate, educated, skilled, well compensated and dedicated teachers and therefore I, Vice-Mayor Arne Jorgensen declare **April 10-16, 2021**, the **Week of the Young Child** in honor of all those committed to enhancing the lives of young children and their families and encourages all citizens to work to make an investment in early childhood education in our community.

DATED THIS 12th DAY OF April 2021.

TOWN OF JACKSON

Arne Jorgensen, Vice-Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

MARCH 15, 2021

JACKSON, WYOMING

The Jackson Town Council met in regular workshop 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, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Zolo, Darren Brugmann, Michelle Weber, Tony Matthews, Kelly Thompson, and Sandy Birdyshaw.

The Mayor introduced two new employees, Joseph Ash and Orlando Cruz, both are working as commuter drivers for the START Bus.

Director Updates. Darren Brugmann, Lea Colasuonno, Roxanne Robinson, and Michelle Weber provided brief updates on their department.

Budget Check-In. Kelly Thompson and Tyler Sinclair presented year-to-date revenues, projections, and proposed amendments. No action was taken on this item.

Application Process for Retail/Bar & Grill Liquor Licenses. Sandy Birdyshaw presented a proposed process and timeline for accepting applications for the town-held liquor licenses.

Discussion was held on a selection criterion to allow for a comprehensive review and fees. Roxanne Robinson made staff comment.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to not accept applications for retail or bar & grill liquor licenses until directed to do so and to direct staff to update the application forms to reflect the discussion today. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Residential Character in East Jackson. Tyler Sinclair presented an overview of the major land use changes made in our residential zones in East Jackson since adoption of the 1994 Land Development Regulations including all subsequent amendments. Paul Anthony made staff comment.

Public comment was given by Holly Hunter.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to develop a scope of work to include further research, analysis, and discussion of changes to residential character in both stable and transitional subareas throughout the Town to be included in the FY22 Comprehensive Plan Work Plan. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting to executive session to discuss matters related to personnel and litigation to which the governing body is a party in accordance with Wyoming Statute 16-4-405(a)(ii) and (iii). Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 5:07 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Sandra P. Birdyshaw, Town Clerk
Publish JH News & Guide: March 24, 2021

Hailey Morton Levinson, Mayor

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

MARCH 15, 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 Thompson, Johnny Ziem, Carl Pelletier, Brian Schilling, Stacy Stoker, 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.

Mayor Morton Levinson stated that Resolution 21-07 will be withdrawn from tonight's agenda.

Public Comment. None.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the consent calendar including items A-K 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 March 1, 2021 regular meeting and the March 8, 2021 special workshop.
- B. **Disbursements.** To approve the disbursements as presented. 107 West Design, Llc \$2,750.00; 842-Ncpers Group Wyoming \$96.00; Ace Hardware \$89.97; Aflac \$2,584.63; Armscor Cartridge Incorporated \$4,643.00; AT&T \$1,327.25; Big R Ranch & Home \$2.09; Carquest Auto Parts Inc. \$511.89; Caselle Inc. \$1,744.00; Control System Technology, Inc. \$23,657.50; Core & Main Lp \$13,659.54; Cummins Rocky Mountain Llc \$4,019.50; DelCon Inc \$140.63; Delta Dental Plan Of Wyoming \$18,238.34; Division Of Victim Services \$350.00; E.R. Office Express \$656.97; Energy Laboratories Inc. \$264.00; First Interstate Bank \$72,193.81; Freedom Mailing Service Inc. \$1,791.79; Galls Inc. \$705.80; Gillig Llc \$1,709.10; High Country Linen \$973.55; Hirst Applegate, Llp \$6,287.75; Hole Food Rescue \$5,000.00; ICLEI- Local Gov For Sustainability \$600.00; Idaho State Tax Commission \$3,211.00; Interstate Battery \$479.90; Jackson Animal Hospital \$1,331.78; Jackson Hole Law, Pc \$1,500.75; Jackson Hole MMMA, Llc \$200.00; Jackson Hole News & Guide \$1,295.50; Jorgensen Associates, Pc \$2,552.50; Lenz, Brian \$531.35; Lincoln National Life \$6,977.41; Local Gov't Liability Pool \$2,000.00; Lower Valley Energy Inc \$43,662.49; Luminator Technology Group Inc \$954.29; Mobility Forefront Llc \$35,000.00; MSC Industrial Supply Co \$57.49; Napa Auto Parts Inc. \$87.72; Nelson Engineering \$11,805.00; Normon, Donald -\$1,240.00; Office Of State Lands & Investments \$10,518.22; Peery, Jeremiah \$103.99; Perform Printing Inc \$358.20; Premier Truck- Salt Lake City \$1,089.69; Rendezvous Engineering, P.C. \$4,613.25; Safety Supply & Sign Co., Inc. \$1,051.89; SilverStar \$7,471.67; Snake River Roasting \$145.45; Stotz Equipment \$95.11; Swagit Productions, Llc \$1,775.00; Teton County Alternative To Incarceration \$10,270.60; Teton County Sheriff-Dispatch \$35,036.63; Teton County Sheriff's-Jail \$576.00; Teton County Special Fire Fund \$174,186.71; Teton County Treasurer \$15,117.84; Teton County-Fund 10 \$9,139.05; Teton Motors Inc \$125.40; Thomson West \$902.79; Title 22 Consultants \$549.96; Ups \$63.04; Valley West Engineering, Pc \$9,995.36; Vision Service Plan - (Wy) \$1,737.67; White Glove Cleaning, Inc. \$2,261.36; Wy Workers' Safety & Comp \$7,365.82; Wyoming Assoc Of Rural Water S \$49.00; Wyoming Department Of Revenue \$18.88; Wyoming Financial Insurance, Inc \$18.00; Wyoming Law Enforcement \$95.00; Wyoming Retirement System \$106,917.00; Wyoming.Com Inc \$5.00; Wy-Test \$160.00; Xerox Corporation \$295.52; Yellow Iron Excavation, Llc \$295.00.
- C. **Municipal Court Report for February 2021.** To place the February 2021 Municipal Court Report into the record.
- D. **Temporary Sign Permit for Jackson Hole Ski Club's Pole Pedal Paddle.** To approve the temporary banner in conjunction with Jackson Hole Ski Club subject to three (3) conditions of approval: 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 105 Buffalo Way, Albertsons from March 28, 2021 to April 11, 2021.
- E. **Temporary Sign Permit for Jackson Hole High School 2021 Graduation.** To approve the temporary banner in conjunction with Jackson Hole High School subject to three (3) conditions

of approval: 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 105 Buffalo Way, Albertsons from May 23 to June 11, 2021.

- F. **Temporary Sign Permit for Jackson Hole Mountain Resort COVID Awareness.** To approve the temporary banner in conjunction with Jackson Hole Mountain Resort subject to three (3) conditions of approval: 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 105 Buffalo Way, Albertsons from March 16 to April 11, 2021.
- G. **Pathway Access Easement at 600 Pine Drive.** To approve the attached Pathway Access Easement granted to the Town of Jackson by Mekki Jaidi and Jane Vick, property owners of 600 Pine Drive.
- H. **First Amendment to Indefeasible Right to Use Agreement with SilverStar.** 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.
- I. **Development Agreement for Infrastructure Cost Share at 175 N Jackson Street, P20-208.** 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.
- J. **Extension to Federal Communications Commission AT&T Shot-Clock Deadline.** To authorize the Mayor to sign the Agreement to Extend Federal Communications Commission Shot-Clock Deadline, subject to non-material changes by the Town Attorney.
- K. **Partial Replat Vacation 112 Center Street, P21-040.** 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.

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

Restaurant Liquor License Application by Pizzeria Caldera LLC. Sandy Birdyshaw presented. Mayor Morton Levinson opened a public hearing in order to hear protest against this application. None were given. Mayor Morton Levinson closed the public hearing.

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter 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. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Special Event: Octane Addictions. Carl Pelletier presented. Michelle Weber made staff comment. Tyler Johnson of OA Productions made comment as the applicant.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter 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 up to 1,000 spectators, subject to the conditions and restrictions listed in the staff report. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Municipal Code Title 5 Update. Lea Colasuonno presented an update to Title 5 of the Jackson Municipal Code in its entirety.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the revisions to Title 5 as presented and to consider adoption of Ordinance W at first reading tonight during ordinance readings. 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 Jonathan Schechter to approve the draft resolution [for Ground Transportation / Taxi Fare Zones] as presented and direct staff to present it with the third reading of Ordinance W. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item P21-013: Subdivision Plat on W Highway 22, Westview Townhomes. Tyler Valentine presented.

Based upon the findings as presented in the staff report and as made by the applicant for Item P21-013, a motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve 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.

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

Item P21-010: Encroachment Agreement for Shoring and Construction Management Plan at 135 N Cache for Hotel Jackson. Arne Jorgensen recused himself as his firm does business with Hotel Jackson. Floren Poliseo made staff comment. Brian Lenz presented.

Stefan Fodor, Zia Yasrobi, and Kasey Mateosky made comment on behalf of the applicant. Public comment was given by Trey Overdyke on behalf of St. John's Episcopal Church and Browse & Buy, Jim Lubing representing some of the Gas Light Alley owners, Dan Harrison owner of Dan Shelley Jewelers, Annette Seligman owner of Jolly Jumbucks Leathers, Dorian Darwiche, and Charles Seligman.

A motion was made by Jonathan Schechter and seconded by Jim Rooks 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. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor, with Jorgensen recused. The motion carried.

A motion was made by Jessica Chambers and seconded by Hailey Morton Levinson 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, as discussed tonight and reaching out to the adjacent neighbors. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor, with Jorgensen opposed. The motion carried.

Arne Jorgensen rejoined the meeting.

Ordinances. A motion was made by Jessica Chambers and seconded by Jim Rooks 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, 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:

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve Ordinance V at third reading and designate it Ordinance 1280. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

**Ordinance W: An Ordinance Amending and Reenacting Jackson Municipal Code
Title 5 in its Entirety.**

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:

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

Resolution 21-07: A Resolution Certifying Compliance and Setting a Public Hearing for the Annexation of 3 roadway portions and 1 parcel (Jurisdictional Cleanup). This item was withdrawn.

Resolution 21-08: A Resolution Setting and Updating the Town of Jackson Fee Schedule. Kelly Thompson presented.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter 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 coincide on March 17, 2021; 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.

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, Non-Refundable Portion	
	processing fee for denied 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

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	0.20
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 received	
	2. A project that provides extraordinary charitable, civic, educational, or similar	
	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, plus technical review fee	1,202.00
	Exempt Land Division	no charge
	Boundary Adjustment	
	Plat Required, plus technical review fee	1,202.00
	Without Plat, plus technical review fee	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
	Other Inspections	
15.04.090	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	20.00

	Installation of hood system serving any mechanical exhaust, including 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
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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	50.00
	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
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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
13.36.040 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
13.36.050 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

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

Matters from Mayor and Council.

Appointment to Board of Health. Mayor Morton Levinson appointed Joe Burke to the town’s seat on the Teton District Board of Health for the remainder of a vacated term through May 2023. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to confirm the Mayor’s appointment of Joe Burke to the Town’s seat on the Teton District Board of Health for the remainder of a vacated term through May 2023. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Council Liaison Assignments. The Council discussed their previous assignments and wishes going into the new year.

Wyoming Legislative Updates - Senate File 157 - draft letter from Town Council. The Council discussed a draft letter opposing proposed legislation.

A motion was made by Arne Jorgensen and seconded by Jessica Chambers to direct staff to send the letter as edited to the state legislature. Mayor Morton Levinson called for the vote. The vote showed 4-1 in favor, with Rooks opposed. The motion carried.

Action Resulting from Executive Session held earlier today. A motion was made by Arne Jorgensen and seconded by Jessica Chambers to direct the Town Attorney to make a confidential settlement offer in the case of Tastebuds LLC vs. Town of Jackson, Docket S-20-0275. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Town Manager’s Report. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on available counseling for employees, Teton Valley commuter operator housing needs, and summer internships. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jessica Chambers and seconded by Hailey Morton Levinson 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 9:58 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6804	235 E Hansent LLC	031121	reimburse overpayemnt on proper	03/11/2021	192.82	.00	
6804	235 E Hansent LLC	031121	reimburse overpayment on proper	03/11/2021	192.82	.00	
Total 6804:					385.64	.00	
51	ACE HARDWARE	020221	new #1 torx wrench. not sure if thi	02/02/2021	8.99	.00	
51	ACE HARDWARE	725898	BOLTS FOR SNOW BLOWER	01/11/2021	8.10	.00	
51	ACE HARDWARE	728807	Vine Apt - dyer electrical contact cl	02/09/2021	11.99	.00	
51	ACE HARDWARE	728882	WWTP - Office window sealing gl	02/09/2021	14.98	.00	
51	ACE HARDWARE	728896	Bunk House keys	02/09/2021	27.92	.00	
51	ACE HARDWARE	728938	WWTP- office window	02/10/2021	23.98	.00	
51	ACE HARDWARE	728960	WWTP - Office window repairs	02/10/2021	17.98	.00	
51	ACE HARDWARE	729103	VHarvest - roof drain	02/11/2021	15.99	.00	
51	ACE HARDWARE	729418	Dishwasher hose	02/15/2021	16.99	.00	
51	ACE HARDWARE	730505	SNOW SHOVEL FOR SHOP	02/26/2021	34.99	.00	
51	ACE HARDWARE	730510	filter 5 microns for buildings/machi	02/26/2021	59.97	.00	
51	ACE HARDWARE	730693	SK Housing - PVC fittings and str	03/01/2021	18.57	.00	
51	ACE HARDWARE	730817	Vert. Harvest - roof drain acid clea	03/02/2021	65.90	.00	
51	ACE HARDWARE	731043	repair parts for meter pit	03/04/2021	11.98	.00	
51	ACE HARDWARE	731306	Plumbing PVC glue, fittings, pan	03/08/2021	28.06	.00	
51	ACE HARDWARE	731455	AA batteries for flush valves	03/09/2021	19.99	.00	
51	ACE HARDWARE	731507	pail opener	03/10/2021	4.49	.00	
51	ACE HARDWARE	731571	Drain cleaner	03/10/2021	16.99	.00	
51	ACE HARDWARE	731579	Roof melt pellets	03/10/2021	161.94	.00	
51	ACE HARDWARE	731822	aqua phalt patching material, one	03/12/2021	1,611.00	.00	
51	ACE HARDWARE	731968	SWEEPER ACCESSORIES	03/15/2021	29.26	.00	
51	ACE HARDWARE	732090	propane exchange	03/16/2021	19.99	.00	
51	ACE HARDWARE	732283	SWEEPER ACCESSORIES	03/17/2021	3.08	.00	
51	ACE HARDWARE	732284	cement all purpose	03/17/2021	9.99	.00	
51	ACE HARDWARE	732427	propane exchange and striker	03/19/2021	27.98	.00	
51	ACE HARDWARE	732496	SPRAY BAR PARTS FOR SWEE	03/19/2021	14.44	.00	
51	ACE HARDWARE	732498	utility lighter	03/19/2021	6.99	.00	
Total 51:					2,292.53	.00	
21	ADVANCED INDUSTRIAL SUPPL	5214128	safety supplies	03/17/2021	615.26	.00	
Total 21:					615.26	.00	
2269	AFLAC	062932	ACCOUNT #y9599	03/25/2021	2,584.63	2,584.63	04/02/2021
Total 2269:					2,584.63	2,584.63	
5726	AMAZON	193C-M1D3-9N	LG 34WN780-B 34 INCH 21.9 UL	12/01/2020	1,417.05	.00	
5726	AMAZON	1XK6-JQ3G-J6	SANYUN SW102 COMPUTER S	12/07/2020	899.70	.00	
5726	AMAZON	1Y94-FHN1-YR	Cellphone case for PD	03/11/2021	24.95	.00	
Total 5726:					2,341.70	.00	
2458	AMERIGAS	3118747868	WWTP east propane	02/25/2021	233.44	.00	
2458	AMERIGAS	3118747877	WWTP middle propane	02/25/2021	1,610.39	.00	
2458	AMERIGAS	3118747883	WWTP west propane	02/25/2021	696.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2458:					2,539.88	.00	
6806	ANDERSON, CAROLINE	031921	BAIL REFUND 21-02-0597	03/19/2021	2,000.00	.00	
Total 6806:					2,000.00	.00	
6575	APEX SAGE INC	030821	Si-Ferrin Remodel - framing	03/08/2021	14,234.00	.00	
Total 6575:					14,234.00	.00	
4389	APPLE INC	AD34947664	IPDA PRO 12.9 WF CL 512 GRA	12/03/2020	1,349.00	.00	
4389	APPLE INC	AD35171269	IPAD PRO 12.9 WF CL 128 GRAY	12/03/2020	25,176.00	.00	
4389	APPLE INC	AE01251748	MBP 13.3 SPG 86 CPU/ 8 C GPU	12/07/2020	1,759.00	.00	
4389	APPLE INC	AE01969657	IPHONE CASE	12/09/2020	59.00	.00	
4389	APPLE INC	AE02083461	IPAD PRO 12.9 WF CL 128 GRAY	12/08/2020	13,637.00	.00	
Total 4389:					41,980.00	.00	
3487	ARCHITECTURAL BUILDING SU	71201601	Electric strike door cleaner	02/26/2021	33.00	.00	
Total 3487:					33.00	.00	
1783	AT&T	03162021	Annual charges for account 28725	03/08/2021	1,284.17	.00	
1783	AT&T	03192021	MONTHLY ACCOUNT 287279795	03/11/2021	755.64	.00	
1783	AT&T	287272169264	Remaining annual charges (11 mo	03/12/2021	129.69	.00	
Total 1783:					2,169.50	.00	
4466	BANK OF JACKSON HOLE	010121	Annual fee for IT's BOJH safety d	01/01/2021	60.00	.00	
4466	BANK OF JACKSON HOLE	031820	RETURN BOND B18-0181 990 W	03/18/2020	16,550.00	16,550.00	03/23/2021
Total 4466:					16,610.00	16,550.00	
4920	BEST BEST & KRIEGER	900846	Wireless	03/22/2021	603.00	.00	
Total 4920:					603.00	.00	
4774	BIG R RANCH & HOME	1493204	REPLACEMENT WINTER CLOT	03/12/2021	76.49	.00	
4774	BIG R RANCH & HOME	1493281	REPLACEMENT WINTER CLOT	03/12/2021	109.99	.00	
Total 4774:					186.48	.00	
1560	BLUE SPRUCE CLEANERS,INC	030121	Judge robe cleaning	03/01/2021	14.05	.00	
Total 1560:					14.05	.00	
2850	BMV LLC	030121	shipping water supplies	03/01/2021	63.04	63.04	03/23/2021
2850	BMV LLC	8464	ship gas meter to factory for repair	03/29/2021	11.36	.00	
Total 2850:					74.40	63.04	
6727	BRIGGS, ERIC L	3541	REPLACEMENT DRILL BITS	02/25/2021	489.85	.00	
6727	BRIGGS, ERIC L	3704	REPLACEMENT HAMMER	03/04/2021	119.95	.00	
6727	BRIGGS, ERIC L	3878	REPLACEMENT LAMP FOR SH	03/11/2021	125.95	.00	
Total 6727:					735.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3303	BRISTOL, JAMES	6509	envelopes & business licenses	03/16/2021	591.92	.00	
Total 3303:					591.92	.00	
5	CARQUEST AUTO PARTS INC.	6090-514793	HYD PARTS FOR WATER DEPT	02/24/2021	35.22	.00	
5	CARQUEST AUTO PARTS INC.	6090-514982	HEAD LAMP FOR BUS 253	02/26/2021	16.88	.00	
5	CARQUEST AUTO PARTS INC.	6090-515495	JUMP PACK REPLACEMENT	03/03/2021	137.23	.00	
5	CARQUEST AUTO PARTS INC.	6090-515773	WATER PUMP FOR COUNTY	03/05/2021	167.09	.00	
5	CARQUEST AUTO PARTS INC.	6090-515842	BRAKES FOR SO	03/06/2021	39.61	.00	
5	CARQUEST AUTO PARTS INC.	6090-516161	SERP BELT FOR COUNTY	03/10/2021	42.20	.00	
5	CARQUEST AUTO PARTS INC.	6090-516322	BRAKE PADS FOR INVENTORY	03/11/2021	100.45	.00	
5	CARQUEST AUTO PARTS INC.	6090-517057	SILICONE FOR SHOP	03/18/2021	37.58	.00	
Total 5:					576.26	.00	
6113	CENTER OF WONDER	04012021	3RD AND 4TH QUARTERS	04/01/2021	3,296.00	.00	
Total 6113:					3,296.00	.00	
544	CENTURYLINK	201219845	Remainder of FY21(~11 billing per	02/20/2021	246.51	.00	
544	CENTURYLINK	307-111-5050 0	Annual charges for account p-307	03/07/2021	1,992.66	.00	
544	CENTURYLINK	307-733-3106	MONTHLY CHARGES 307-733-3	03/13/2021	40.04	.00	
Total 544:					2,279.21	.00	
6257	CERTIFIED LABORATORIES	7279315	Hydraulic fluid for streets	03/07/2021	1,164.35	.00	
Total 6257:					1,164.35	.00	
5322	CHARGEPOINT, INC	IN96796	Elect Veh. charger modems	03/10/2021	2,040.50	.00	
Total 5322:					2,040.50	.00	
5967	CITY OF DRIGGS	BBSTART2021	bus barn rent march 2021	03/01/2021	1,278.00	.00	
5967	CITY OF DRIGGS	BBSTART2021	snow plowing	03/01/2021	204.13	.00	
5967	CITY OF DRIGGS	BBSTART2021	cleaning cost	03/01/2021	42.00	.00	
5967	CITY OF DRIGGS	BBSTART2021	water/sewer	03/01/2021	46.26	.00	
5967	CITY OF DRIGGS	BBSTART2021	fall river electric	03/01/2021	782.35	.00	
Total 5967:					2,352.74	.00	
6114	CLIMB WYOMING	040121	Quarterly contract 20-21	04/01/2021	2,500.00	.00	
Total 6114:					2,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9889	Annual Win911 maintenance	02/16/2021	726.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9901	SCADA CIP: upgrade graphics o	03/01/2021	1,567.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9905	SCADA CIP: modify programmin	03/08/2021	1,067.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9924	new PLC and installation at well 1	03/30/2021	5,767.50	.00	
Total 4887:					9,128.50	.00	
6475	CONVERGEONE, INC	13096	Monthly Webex subscription	02/24/2021	320.18	.00	
6475	CONVERGEONE, INC	3036021	MONTHLY CLOUD DATA BACKU	02/24/2021	6,920.88	.00	
6475	CONVERGEONE, INC	3088813	MONTHLY CLOUD DATA BACKU	03/31/2021	6,832.16	.00	
6475	CONVERGEONE, INC	PS169787	Upgrade and optimization of our V	02/22/2021	5,295.00	.00	
6475	CONVERGEONE, INC	PS171980	Upgrade of VDI environment. Bud	03/18/2021	560.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6475:					19,928.77	.00	
1691	CORE & MAIN LP	N666609	7 3/4" meters and one 4" meter	02/23/2021	6,097.77	.00	
1691	CORE & MAIN LP	N785961	dual check valves and meter pits	02/26/2021	12,762.08	.00	
Total 1691:					18,859.85	.00	
6805	CROWLEY FLECK PLLP	933994	2021 LEGISLATIVE SESSIONS	03/10/2021	3,500.00	.00	
Total 6805:					3,500.00	.00	
58	CURRAN-SEELEY FOUNDATIO	04012021	4TH QUARTER	04/01/2021	13,268.75	.00	
Total 58:					13,268.75	.00	
5002	CUSTOM ELECTRONIC CONSU	04642	Annual maintenance on Chamber	03/03/2021	4,562.88	.00	
5002	CUSTOM ELECTRONIC CONSU	04643	Annual maintenance on Chamber	03/03/2021	6,938.40	.00	
Total 5002:					11,501.28	.00	
4918	DEAN'S PEST CONTROL LLC	58917	WWTP - pest control	02/10/2021	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	59165	PWorks - pest control	02/16/2021	50.00	.00	
Total 4918:					150.00	.00	
65	DELCON INC	23658	PWorks Admin-1 1st Floor Furnac	01/31/2021	4,076.40	.00	
65	DELCON INC	23660	HVAC Service Work	01/31/2021	345.00	.00	
65	DELCON INC	23661	PGarage - 4th Floor Elev. Lobby c	01/31/2021	193.75	.00	
65	DELCON INC	23662	HRanch - Heat Pump temp. repair	01/31/2021	2,033.02	.00	
Total 65:					6,648.17	.00	
148	DELL	10472419468	Training software for DEI follow-u	03/08/2021	5,652.00	.00	
Total 148:					5,652.00	.00	
2175	DIVISION OF VICTIM SERVICES	040521	Crimw victim SERVICES	04/05/2021	700.00	.00	
Total 2175:					700.00	.00	
6311	DUSTBUSTERS, INC	64889	ice kicker for winter sand	11/10/2020	3,179.00	.00	
Total 6311:					3,179.00	.00	
3408	E.R. OFFICE EXPRESS	17297	envelopes and glue sticks	03/05/2021	41.03	.00	
3408	E.R. OFFICE EXPRESS	17310	Post its and Pen refills for Roxann	03/09/2021	41.88	.00	
3408	E.R. OFFICE EXPRESS	17341	paper for town hall	03/10/2021	193.72	.00	
3408	E.R. OFFICE EXPRESS	17405	DVDs, DVD sleeves	03/23/2021	47.74	.00	
3408	E.R. OFFICE EXPRESS	17460	1 pak storage boxes Admin/Finan	04/06/2021	55.20	.00	
Total 3408:					379.57	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5049821.001	Town Hall - 2nd Floor florescent la	03/16/2021	99.60	.00	
Total 502:					99.60	.00	
6451	ELITE PARTS	S22981	VALVE FOR SEWER JET	03/10/2021	160.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6451:					160.95	.00	
1134	ENERGY LABORATORIES INC.	376936	weekly testing at WWTP	02/24/2021	302.00	.00	
1134	ENERGY LABORATORIES INC.	377566	weekly testing at WWTP	02/27/2021	112.00	.00	
1134	ENERGY LABORATORIES INC.	381217	WWTP weekly testing	03/17/2021	282.00	.00	
Total 1134:					696.00	.00	
81	EVANS CONSTRUCTION INC	6329	sand and salt mixing and devliery	11/18/2020	18,500.00	.00	
Total 81:					18,500.00	.00	
6802	FALL RIVER PROPANE	133051	Service Call	02/18/2021	230.00	.00	
Total 6802:					230.00	.00	
4709	FLEETPRIDE	68692610	PTO- WRONG PART RETURNED	02/17/2021	1,486.59	.00	
4709	FLEETPRIDE	69121467	PTO FOR STREETS	02/24/2021	1,495.28	.00	
4709	FLEETPRIDE	69235108	HYD FITTINGS FOR INVENTOR	02/25/2021	697.72	.00	
4709	FLEETPRIDE	700434274	50' HYD HOSE FOR RESLAE	03/09/2021	263.00	.00	
4709	FLEETPRIDE	70052577	STARTER MOTOR FOR BUS 201	03/10/2021	404.81	.00	
4709	FLEETPRIDE	70467289	BELT TENSIONERS FOR RESTO	03/19/2021	283.14	.00	
4709	FLEETPRIDE	70595335	STARTER FOR INVENTORY	03/24/2021	404.81	.00	
Total 4709:					5,035.35	.00	
4119	FLOWMARK/HIGH TECH COMP	I105953	Filters 24x24x12	03/17/2021	317.08	.00	
Total 4119:					317.08	.00	
6605	FLOYD'S TRUCK CENTER	X303013916:0	HENKE PLOW PARTS FOR STR	01/26/2021	346.41	.00	
6605	FLOYD'S TRUCK CENTER	X303014437:0	NEW RAM FOR V-PLOW	03/03/2021	740.97	.00	
Total 6605:					1,087.38	.00	
6464	GEITTMANN LARSON SWIFT LL	12287	general contract work for the TOJ	03/18/2021	137.00	.00	
Total 6464:					137.00	.00	
324	GFOA	2985029	GAAFR 2020 Edition	10/15/2020	249.00	.00	
Total 324:					249.00	.00	
4212	GILLIG LLC	40780059	WIRE HARNESS FOR BUS 276	02/22/2021	294.75	.00	
4212	GILLIG LLC	40780583	ARM REST FOR START BUS	02/23/2021	211.58	.00	
4212	GILLIG LLC	40782216	ON SPOT CHAINS FOR BUS 160	02/26/2021	678.77	.00	
4212	GILLIG LLC	40782217	SPEED SENSORS FOR BUSES	02/26/2021	95.72	.00	
4212	GILLIG LLC	40782218	BUS LUG NUTS FOR INVENTOR	02/26/2021	113.80	.00	
4212	GILLIG LLC	40783178	SERP BELTS FOR BUS	03/02/2021	240.75	.00	
4212	GILLIG LLC	40786935	CHAIN CYLINDER FOR BUS 160	03/12/2021	430.97	.00	
4212	GILLIG LLC	40788229	BUS SEAT SLIDERS FOR INVEN	03/17/2021	175.74	.00	
4212	GILLIG LLC	40788718	BUS TIE ROD END FOR RESTO	03/18/2021	57.58	.00	
4212	GILLIG LLC	40790100	TIE ROD END FOR RESTOCK	03/23/2021	57.58	.00	
Total 4212:					2,357.24	.00	
473	GREENWOOD MAPPING INC.	040421	Professional services from Green	04/04/2021	1,350.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 473:					1,350.00	.00	
6237	HEALTH TECHNOLOGY	INV26923	kennel sanitizer	03/09/2021	918.20	.00	
Total 6237:					918.20	.00	
96	HIGH COUNTRY LINEN	0231599	jan, feb and march mat and towel	01/06/2021	87.20	.00	
96	HIGH COUNTRY LINEN	0231599	jan, feb, and march mat and towel	01/06/2021	133.30	.00	
96	HIGH COUNTRY LINEN	0239164	HRanch - odor control	02/22/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0239169	Town Hall = floor mats	02/22/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0240304	Home Ranch - odor control and bl	03/01/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0240691	jan, feb, and march mat and towel	03/03/2021	133.30	.00	
96	HIGH COUNTRY LINEN	0240691	jan, feb and march mat and towel	03/03/2021	87.20	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0240873	shop and break room towels, laun	03/04/2021	3.00	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0240873	shop towels	03/04/2021	45.00	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0240873	uniform cleaning	03/04/2021	42.68	.00	
96	HIGH COUNTRY LINEN	0241477	Home Ranch - odor control and bl	03/08/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0241824	Rugs for March	03/10/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0242019	shop and break room towels, laun	03/11/2021	117.98	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0242019	uniform cleaning	03/11/2021	42.68	.00	
96	HIGH COUNTRY LINEN	0242616	Odor control	03/15/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0243083	laundry bag and towels	03/17/2021	97.20	.00	
96	HIGH COUNTRY LINEN	0243791	Town Hall - Sept. 28 - 23-floor mat	03/22/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0244095	Rugs for March	03/24/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	4.85	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	50.18	.00	
96	HIGH COUNTRY LINEN	0244290	shop and break room towels, laun	03/25/1990	3.00	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	19.40	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	4.85	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	18.43	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	19.40	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	31.04	.00	
96	HIGH COUNTRY LINEN	0244290	uniform cleaning	03/25/1990	9.70	.00	
96	HIGH COUNTRY LINEN	024616	Odor control	03/15/2021	7.50	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	42.68	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	18.43	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	19.40	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	4.85	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	9.70	.00	
96	HIGH COUNTRY LINEN	239699	shop and break room towels, laun	02/25/2021	3.20	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	19.40	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	4.85	.00	
96	HIGH COUNTRY LINEN	239699	uniform cleaning	02/25/2021	31.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	S0231654	SHOP SUPPLIES	01/13/2021	45.00	.00	
96	HIGH COUNTRY LINEN	S0240835	glass cleaner and paper towels to	03/04/2021	286.35	.00	
Total 96:					2,428.41	.00	
6455	HIRST APPLGATE, LLP	202335	3 Creek Litigation	04/05/2021	5,412.80	.00	
6455	HIRST APPLGATE, LLP	202336	Tastebuds Litigation	04/05/2021	3,892.19	.00	
Total 6455:					9,304.99	.00	
4044	IDAHO FALLS PETERBILT	564889	FILTERS FOR INVENTORY	03/01/2021	435.48	.00	
Total 4044:					435.48	.00	
36	IDAHO STATE TAX COMMISSIO	04012021	IDAHO L1449944768	04/01/2021	163.68	163.68	04/02/2021
36	IDAHO STATE TAX COMMISSIO	04022021	MARCH WITHHOLDINGS	04/02/2021	3,362.00	3,362.00	04/02/2021
Total 36:					3,525.68	3,525.68	
3323	IDAHO TRAFFIC SAFETY, INC.	27920	waste paint deposal	03/11/2021	591.85	.00	
Total 3323:					591.85	.00	
6121	IDENTISYS, INC	512825	Maintenance for card printers	02/23/2021	1,342.00	.00	
Total 6121:					1,342.00	.00	
4677	IDEXX DISTRIBUTION, INC.	3080263133	e.coli lab supplies	03/02/2021	557.77	.00	
Total 4677:					557.77	.00	
6105	INFINITE HYDRAULICS LLC	1937	CYLINDER REPAIR FOR V-PLO	03/19/2021	909.99	.00	
Total 6105:					909.99	.00	
106	INTERSTATE BATTERY	22250014	BATTERIES FOR RESALE	03/01/2021	217.90	.00	
106	INTERSTATE BATTERY	22250114	BATTERY FOR RESTOCK	03/08/2021	105.95	.00	
Total 106:					323.85	.00	
110	INTERWEST SUPPLY COMPANY	IN0089442	GRADER BLADES FOR STREET	03/11/2021	3,079.20	.00	
Total 110:					3,079.20	.00	
2	JACKSON CURBSIDE INC.	00028791	Downtown Feb. recycling loop	03/10/2021	1,015.00	.00	
Total 2:					1,015.00	.00	
6477	Jackson Hole Childrens Museum	031121	SOCIAL SERVICE CONTRACT	03/11/2021	3,750.00	.00	
Total 6477:					3,750.00	.00	
258	JACKSON HOLE COMMUNITY C	032921	SLIB CARES SUBRECIPIENT FU	03/29/2021	51,586.01	.00	
Total 258:					51,586.01	.00	
67	JACKSON HOLE HISTORICAL S	032821	4TH QUARTER PAYMENT	03/28/2021	5,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 67:					5,000.00	.00	
6474	JACKSON HOLE LAW, PC	033121	March Prosecutorial Services	03/31/2021	1,502.50	.00	
Total 6474:					1,502.50	.00	
131	JACKSON HOLE NEWS & GUID	031721	Ordinance 1280 Fees Pulled from	03/17/2021	1,192.73	.00	
131	JACKSON HOLE NEWS & GUID	320445	Winter Parking Ad	12/23/2020	138.60	.00	
131	JACKSON HOLE NEWS & GUID	322632	3 service alerts from 2/11 - 2/13	02/28/2021	400.80	.00	
131	JACKSON HOLE NEWS & GUID	322927	Lieutenant Ad on 2/10, 2/17, 3/10,	03/10/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	322928	Transit Supervisor Ad to run on 3/	03/10/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	323027	3/1 Reg mins	03/10/2021	478.80	.00	
131	JACKSON HOLE NEWS & GUID	323028	3/1 JIM mins	03/10/2021	123.98	.00	
131	JACKSON HOLE NEWS & GUID	323029	2/9 JIM mins	03/10/2021	128.25	.00	
131	JACKSON HOLE NEWS & GUID	323030	Pizzeria Caldera liquor appl legal	03/10/2021	94.06	.00	
131	JACKSON HOLE NEWS & GUID	323086	South Park PRV Bid Advertiseme	03/10/2021	119.70	.00	
131	JACKSON HOLE NEWS & GUID	323146	TV Commuter Driver Ad to run on	03/17/2021	376.20	.00	
131	JACKSON HOLE NEWS & GUID	323250	Kampai liquor application	03/17/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	323252	3/8 SpWorkshop minutes	03/17/2021	171.00	.00	
131	JACKSON HOLE NEWS & GUID	323464	3/15 reg mtg minutes	03/24/2021	1,530.45	.00	
131	JACKSON HOLE NEWS & GUID	323465	3/15 workshop minutes	03/24/2021	106.88	.00	
131	JACKSON HOLE NEWS & GUID	323581	Summer START Driver Ad to run	03/31/2021	554.40	.00	
131	JACKSON HOLE NEWS & GUID	323686	split w/county - Hum Serv funding	03/31/2021	113.60	.00	
131	JACKSON HOLE NEWS & GUID	323687	Alpine Hotel Liquor Application	03/31/2021	76.96	.00	
Total 131:					6,444.31	.00	
6545	JACKSON HOLE PUBLIC ART	040121	contract services	04/01/2021	2,884.00	.00	
Total 6545:					2,884.00	.00	
5810	JACKSON HOLE RADIO	20120269	Winter Parking	12/31/2020	134.00	.00	
5810	JACKSON HOLE RADIO	20120270	Winter Parking	12/31/2020	966.00	.00	
5810	JACKSON HOLE RADIO	20120271	Winter Parking	12/31/2020	966.00	.00	
Total 5810:					2,066.00	.00	
115	JACKSON PAINT AND GLASS, I	1120308	two new windows for office at the	02/03/2021	4,035.07	.00	
115	JACKSON PAINT AND GLASS, I	1120660	Si-Ferrin remodel	03/10/2021	1,413.96	.00	
Total 115:					5,449.03	.00	
121	J-B MECHANICAL	31202	appliance work	01/05/2021	175.00	.00	
Total 121:					175.00	.00	
2647	JHAM, INC.	JPD 31221	Safariland Drag Stabilized Bean B	03/12/2021	869.60	.00	
Total 2647:					869.60	.00	
139	JORGENSEN ASSOCIATES, PC	45829	Westview Plat review	01/14/2021	387.50	.00	
Total 139:					387.50	.00	
5473	KELLERSTRASS ENTERPRISES	1312743	3 55 GALLON DRUMS OF COOL	03/09/2021	1,497.00	.00	
5473	KELLERSTRASS ENTERPRISES	D39080	7400 GALLONS DIESEL, 2000 G	02/23/2021	22,934.35	.00	
5473	KELLERSTRASS ENTERPRISES	D39714	3,000 gallons of mid-grade/ 6801	03/09/2021	26,653.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5473	KELLERSTRASS ENTERPRISES	D40265	5,000 GALLONS OF MID-GRADE	03/19/2021	25,634.61	.00	
Total 5473:					76,719.19	.00	
2485	KENWORTH SALES COMPANY	IDFIN4399126	NEW ENGINE FOR BUS 201	02/09/2021	19,625.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN4457309	FUEL ADDITIVE	03/04/2021	3,939.71	.00	
2485	KENWORTH SALES COMPANY	IDFIN4468511	FILTERS FOR RESTOCK	03/09/2021	141.28	.00	
Total 2485:					23,705.99	.00	
6807	LANGUAGE TESTING INTERNA	L42353-IN	Language Tests for VS Advocate c	03/19/2021	455.50	.00	
Total 6807:					455.50	.00	
5694	LEIGH, CHRISTOPHER S.	031021	Coverage, Judge Owens, Shadow	03/10/2021	75.00	.00	
Total 5694:					75.00	.00	
5729	LENOVO (UNITED STATES) INC.	6455915055	THINKPAD DOCKING STATION	11/30/2020	4,219.90	.00	
5729	LENOVO (UNITED STATES) INC.	6456097229	10 THINKPADS	12/13/2020	23,122.00	.00	
Total 5729:					27,341.90	.00	
5691	LEPCO	43049	START - bus wash supplies	03/08/2021	795.00	.00	
5691	LEPCO	43171	START - wash equipment service	03/17/2021	190.28	.00	
Total 5691:					985.28	.00	
671	LINCOLN NATIONAL LIFE	910000195582	107391 APRIL PREMIUJ	03/11/2021	1,351.69	1,351.69	04/02/2021
671	LINCOLN NATIONAL LIFE	910000195582	107747 APRIL PREMIUM	03/20/2021	5,559.79	5,559.79	04/02/2021
Total 671:					6,911.48	6,911.48	
2224	LOCAL GOV'T LIABILITY POOL	13206	AA210030 VS START	03/08/2021	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13210	AA210025 VS START	03/08/2021	1,000.00	.00	
Total 2224:					2,000.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011463	Security door work	01/11/2021	3,165.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011575	AHU-1 HVAC service work	02/24/2021	120.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011577	THall AHU-1 belt replacement	02/24/2021	177.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE011648	Public Works - camera service	03/18/2021	165.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE116485	Home Ranch - camera service	03/18/2021	110.00	.00	
Total 4380:					3,737.00	.00	
6526	LSC TRANSPORTATION CONSU	59213	START On-call contract	11/11/2020	5,202.50	.00	
6526	LSC TRANSPORTATION CONSU	59295	START On-call contract	12/01/2020	1,480.00	.00	
Total 6526:					6,682.50	.00	
2602	LUMINATOR TECHNOLOGY GR	572243	DC CONVERTER	02/14/2021	707.78	.00	
Total 2602:					707.78	.00	
677	MACY'S SERVICES	33748	Vert. Harvest = roof drain plug ser	02/28/2021	1,234.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 677:					1,234.00	.00	
6403	MARKEE ESCROW SERVICES, I	031521	Wyoming Business Council loan p	03/15/2021	52,552.08	52,552.08	03/24/2021
Total 6403:					52,552.08	52,552.08	
5108	Marquina, Francisca	040521	RESTITUTION CASE #06-09-003	04/05/2021	100.00	.00	
Total 5108:					100.00	.00	
5293	MEAGHER, KEVIN	030921	REIMBURSE WORK BOOTS	03/09/2021	100.00	.00	
Total 5293:					100.00	.00	
998	METROQUIP INC	P08595	SEAT SUPPORT	03/23/2021	106.97	.00	
998	METROQUIP INC	P08596	SPRAY BAR PARTS	03/23/2021	621.85	.00	
Total 998:					728.82	.00	
299	MIKE'S BODYSHOP INC.	15724	Repair vehicle from deer collision	02/18/2021	6,188.27	.00	
Total 299:					6,188.27	.00	
3932	MILLER SANITATION	17713	Town Sq March trash p/u	03/02/2021	2,331.00	.00	
3932	MILLER SANITATION	17714	START - Offset - Bus Stop March t	03/02/2021	50.13	.00	
3932	MILLER SANITATION	17714	START - Bus Stop March Trash p/	03/02/2021	264.87	.00	
Total 3932:					2,646.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0040	reoccurring monthly invoice for ba	03/24/2021	35,000.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0041	reoccurring monthly invoice for ba	03/18/2021	35,000.00	.00	
Total 6770:					70,000.00	.00	
6766	MOHROR, SCOTT	031121	Moving expenses for Senior Engin	03/11/2021	354.44	.00	
Total 6766:					354.44	.00	
4817	MOUNTAIN ELECTRICAL	2250	START - Proterra charger softwar	03/04/2021	262.50	.00	
Total 4817:					262.50	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4436123001	SHOP SUPPLIES	02/25/2021	219.70	.00	
Total 4623:					219.70	.00	
257	NAPAAUTO PARTS INC.	969855	AIR FILTER FOR ST. JOHNS HO	02/01/2021	5.17	.00	
257	NAPAAUTO PARTS INC.	970603	SERP BELT FOR TCEM	02/05/2021	33.07	.00	
257	NAPAAUTO PARTS INC.	972731	ADAPTERSFOR BUS 207	02/17/2021	5.28	.00	
257	NAPAAUTO PARTS INC.	973240	FILTERS FOR RESTOCK	02/19/2021	79.00	.00	
257	NAPAAUTO PARTS INC.	973369	WIPERS FOR INVENTORY	02/20/2021	194.90	.00	
257	NAPAAUTO PARTS INC.	973791	BULBS FOR INVENTORY	02/23/2021	41.85	.00	
257	NAPAAUTO PARTS INC.	974017	HYD COUPLER FOR WATER BA	02/24/2021	11.49	.00	
257	NAPAAUTO PARTS INC.	974129	EXHAUST CLAMP FOR INVENT	02/24/2021	25.22	.00	
257	NAPAAUTO PARTS INC.	974296	EXHAUST CLAMPS FOR INVEN	02/25/2021	25.22	.00	
257	NAPAAUTO PARTS INC.	974312	FUEL PUMP FITTING FOR BUS	02/25/2021	21.51	.00	
257	NAPAAUTO PARTS INC.	974392	HEAD LAMPS FOR START	02/26/2021	125.04	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	974616	FUEL FILTER FOR EQUIPMENT	02/27/2021	84.99	.00	
257	NAPA AUTO PARTS INC.	974618	FILTERS FOR INVENTORY	02/27/2021	30.63	.00	
257	NAPA AUTO PARTS INC.	974620	FILTERS FOR INVENTORY	02/27/2021	291.10	.00	
257	NAPA AUTO PARTS INC.	974716	6-011-G	03/01/2021	36.63	.00	
257	NAPA AUTO PARTS INC.	974987	WIPERS FOR RESTOCK	03/02/2021	263.10	.00	
257	NAPA AUTO PARTS INC.	975102	OIL FILTERS FOR RESTOCK	03/02/2021	11.19	.00	
257	NAPA AUTO PARTS INC.	975441	AIR FILTERS FOR RESTOCK	03/04/2021	45.10	.00	
257	NAPA AUTO PARTS INC.	975865	BATTERY FOR TC ADMIN	03/06/2021	193.86	.00	
257	NAPA AUTO PARTS INC.	975868	Credit	03/06/2021	18.00-	.00	
257	NAPA AUTO PARTS INC.	976010	PRIMARY WIRE FOR BUS 201	03/08/2021	21.40	.00	
257	NAPA AUTO PARTS INC.	976366	FILTERS FOR RESTOCK	03/09/2021	84.36	.00	
257	NAPA AUTO PARTS INC.	976937	OIL FILTERS FOR INVENTORY	03/12/2021	55.92	.00	
257	NAPA AUTO PARTS INC.	977262	BRAKE CLEANER FOR SHOP	03/15/2021	43.32	.00	
257	NAPA AUTO PARTS INC.	977511	FILTERS FOR SWEEPERS	03/16/2021	445.08	.00	
257	NAPA AUTO PARTS INC.	977565	PAINT MARKER AND FILTER FO	03/16/2021	20.45	.00	
257	NAPA AUTO PARTS INC.	977671	socket	03/16/2021	36.47	.00	
257	NAPA AUTO PARTS INC.	978719	COIL FOR COUNTY VEHICLE	03/23/2021	59.00	.00	
257	NAPA AUTO PARTS INC.	978988	FILTERS FOR RESTOCK	03/24/2021	62.76	.00	
Total 257:					2,335.11	.00	
187	NELSON ENGINEERING	54523	well 9 feasibility exploration conce	02/23/2021	3,112.50	.00	
187	NELSON ENGINEERING	54525	thaw well #3 invoice 54525, prelim	02/23/2021	308.75	.00	
187	NELSON ENGINEERING	54626	Westview condos Plat Review	02/28/2021	555.00	.00	
187	NELSON ENGINEERING	54653	professional services - amend W	03/05/2021	195.00	.00	
187	NELSON ENGINEERING	54654	meter data for wells 6 - 8	03/05/2021	422.50	.00	
187	NELSON ENGINEERING	54728	well design, permitting profession	03/31/2021	19,363.00	.00	
Total 187:					23,956.75	.00	
6803	NORMAN, DONALD	031621	BAIL REFUND CASE 21-01-0103	03/16/2021	1,240.00	1,240.00	03/16/2021
Total 6803:					1,240.00	1,240.00	
6406	NORTHWORKS	2057	Si-Ferrin - architectural work	02/25/2021	2,493.75	.00	
6406	NORTHWORKS	JAN 2021	Si-Ferrin Remodel - Architectural	01/25/2021	4,208.75	.00	
Total 6406:					6,702.50	.00	
4346	OFFICE OF STATE LANDS & INV	032321	CRF 262 Refund	03/23/2021	146,322.51	.00	
4346	OFFICE OF STATE LANDS & INV	032321A	CRF 393 Refund	03/23/2021	4,387.12	.00	
Total 4346:					150,709.63	.00	
5870	ONE 22, INC.	031721	annual contract 2020-2021	03/17/2021	41,250.00	.00	
Total 5870:					41,250.00	.00	
1504	ONE CALL OF WYOMING	58794	one call february tickets	03/05/2021	83.75	.00	
1504	ONE CALL OF WYOMING	58794	one call tickets for february	03/05/2021	83.75	.00	
Total 1504:					167.50	.00	
4398	PALAZZOLO, MICHAEL	040221	Third and final reimbursement for	04/02/2021	90.00	.00	
Total 4398:					90.00	.00	
5302	PARTSMaster	23646831	CABLE CRIMP TOOL	02/26/2021	150.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5302	PARTSMASTER	23648874	DRILL BIT SET FOR SHOP	03/03/2021	189.49	.00	
Total 5302:					339.55	.00	
6483	PREMIER TRUCK- SALT LAKE C	775100279	TURBO SPEED KIT FOR BUS 27	07/15/2019	288.47	.00	
6483	PREMIER TRUCK- SALT LAKE C	775264116	NITROGEN SENSOR FOR BUS	02/17/2021	1,073.80	.00	
6483	PREMIER TRUCK- SALT LAKE C	775264879	NIT SENSOR FOR STREET TRU	02/22/2021	593.89	.00	
6483	PREMIER TRUCK- SALT LAKE C	775265276	EXH KIT FOR BUS 201	02/22/2021	1,354.93	.00	
6483	PREMIER TRUCK- SALT LAKE C	775265821	WRONG PARTS/ RETURN	03/08/2021	994.82	.00	
6483	PREMIER TRUCK- SALT LAKE C	775267498	INJECTORS AND TUBES FOR B	03/09/2021	3,887.78	.00	
6483	PREMIER TRUCK- SALT LAKE C	775270329	2 O-RINGS FOR BUS 201	03/11/2021	16.46	.00	
6483	PREMIER TRUCK- SALT LAKE C	775270449	6 INJECTOR HARNESSSES AND	03/12/2021	766.15	.00	
6483	PREMIER TRUCK- SALT LAKE C	775270687	RECTANGULAR O-RINGS	03/12/2021	3.10	.00	
6483	PREMIER TRUCK- SALT LAKE C	775271001	FRONT ENGINE COVER FOR B	03/16/2021	183.23	.00	
6483	PREMIER TRUCK- SALT LAKE C	775271350	VALVE COVER GASKET FOR B	03/16/2021	64.15	.00	
6483	PREMIER TRUCK- SALT LAKE C	775271777	PRESSURE SENSOR FOR INVE	03/17/2021	179.39	.00	
6483	PREMIER TRUCK- SALT LAKE C	775272388	DOWEL RING FOR BUS 272	03/18/2021	20.51	.00	
6483	PREMIER TRUCK- SALT LAKE C	775272394	HEX SCREWS AND SEAL FOR B	03/18/2021	172.93	.00	
6483	PREMIER TRUCK- SALT LAKE C	775273634	SEAL KITS FOR INVENTORY	03/23/2021	275.06	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775253643	CREDIT	03/12/2021	4,517.48-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775259372	CREDIT	03/12/2021	726.51-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775260579	CREDIT	03/12/2021	428.26-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775264116	CREDIT	03/12/2021	214.14-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775264879	CREDIT	03/12/2021	107.07-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775267498	CREDIT	03/12/2021	345.04-	.00	
Total 6483:					3,536.17	.00	
6594	PROTERRA	1024009	STEP-WELL LAMPS FOR ELECT	02/23/2021	271.17	.00	
6594	PROTERRA	1024627	DRAIN PLUG FOR ELECTRIC B	03/10/2021	17.44	.00	
Total 6594:					288.61	.00	
6613	QUADIENT FINANCE USA, INV	N8790828	POSTAGE MACHINE	03/23/2021	937.38	.00	
Total 6613:					937.38	.00	
6649	QUADIENT LEASING USA, INC.	40159756	brush and sponge for postage ma	11/19/2020	20.00	.00	
Total 6649:					20.00	.00	
3690	REDEEMER LUTHERN CHURCH	02042021	FENCE REPAIR	02/04/2021	1,181.41	1,181.41	03/12/2021
Total 3690:					1,181.41	1,181.41	
215	RED'S AUTO GLASS, INC.	I038707	INSTALL WINDSHIELD FOR BUS	02/22/2021	340.00	.00	
Total 215:					340.00	.00	
552	RENDEZVOUS ENGINEERING,	21720	PRV Design	02/27/2021	6,810.00	.00	
552	RENDEZVOUS ENGINEERING,	21744	PRV Design	03/31/2021	8,207.50	.00	
Total 552:					15,017.50	.00	
5672	RINK-TEC INTERNATIONAL, INC	4468	Ammonia plant leak repairs	02/05/2021	14,230.18	.00	
Total 5672:					14,230.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
861	ROTARY CLUB OF JACKSON H	013121	QUARTERLY DUES	01/31/2021	300.00	.00	
	Total 861:				300.00	.00	
234	RYAN, JOHN	031621	DOT PHYSICAL REIMBURSTME	03/16/2021	155.00	.00	
	Total 234:				155.00	.00	
6404	SAARI, CHRISTOPHER	031821	DOT physical reimbursement	03/18/2021	155.00	.00	
	Total 6404:				155.00	.00	
13	SAFETY SUPPLY & SIGN CO., I	175866	large millward street signs	02/08/2021	307.41	.00	
	Total 13:				307.41	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	85337882	CLEANING SOLVENT	02/26/2021	425.23	.00	
	Total 2669:				425.23	.00	
6659	SALTWORKS LLC	1148	Creative Direction Templates	02/28/2021	974.50	.00	
	Total 6659:				974.50	.00	
201	SENIOR CENTER OF JACKSON	031121	Annual Contract 2020-2021	03/11/2021	25,832.50	.00	
	Total 201:				25,832.50	.00	
4359	SHERWIN-WILLIAMS CO.	9274-9	Tan paint	03/11/2021	2.88	.00	
	Total 4359:				2.88	.00	
4548	SILVER CREEK SUPPLY	03764391-001	Plumbing PEX fittings	08/31/2020	32.25	.00	
	Total 4548:				32.25	.00	
4720	SILVERSTAR	54639 0421	CIRCUIT SERVICES	04/01/2021	.30	.00	
4720	SILVERSTAR	654791 0421	W SNOW KING INTERNET SER	04/01/2021	6,088.11	.00	
	Total 4720:				6,088.41	.00	
236	SMITH POWER PRODUCTS,INC	3137163	SPEED SENSOR	03/04/2021	299.55	.00	
236	SMITH POWER PRODUCTS,INC	498562	TCM FOR BUS 1600	03/08/2021	779.19	.00	
	Total 236:				1,078.74	.00	
5632	SNAKE RIVER MEP COMPLETE,	6078	Town Square - Electric vehicle ch	02/19/2021	110.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	6103	PWorks - Bay-5 unit heater servic	03/11/2021	213.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	6111	WWTP check valve test	03/18/2021	135.00	.00	
	Total 5632:				458.00	.00	
4699	SNAKE RIVER ROASTING	675294	coffee - march	03/01/2021	97.90	.00	
4699	SNAKE RIVER ROASTING	675391	PAPER BUNN FILTERS- 2 BOXE	03/04/2021	69.90	.00	
4699	SNAKE RIVER ROASTING	675500	THREE BAGS OF COFFEE: 2 KI	03/09/2021	146.85	.00	
	Total 4699:				314.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5633	SNAKE RIVER SUPPLY, LLC	SI-FERRIN MA	Si-Ferrin Remodel - HVAC equipm	03/11/2021	9,264.00	.00	
	Total 5633:				9,264.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625002082	Luna food	03/11/2021	115.18	.00	
	Total 1505:				115.18	.00	
4513	STANARD & ASSOCIATES, INC	SA000046562	Testing booklets for Police Officer	03/31/2021	115.50	.00	
	Total 4513:				115.50	.00	
6660	SUBLETTE COUNTY SHERIFF'S	126	February JH Airport hours	03/24/2021	3,080.00	.00	
	Total 6660:				3,080.00	.00	
4933	SYMBOLARTS, LLC	0369774-IN	Patches	03/19/2021	1,148.50	.00	
	Total 4933:				1,148.50	.00	
4514	TEAM LABORATORY CHEMICAL	INV0024415	cold mix	02/24/2021	847.50	.00	
4514	TEAM LABORATORY CHEMICAL	INV0024420	cold mix	02/24/2021	847.50	.00	
	Total 4514:				1,695.00	.00	
1443	TETON COUNTY CLERK	040121	Housing Department Monthly Ope	03/24/2021	20,991.75	.00	
1443	TETON COUNTY CLERK	040121A	Parks and Recreation Monthly Op	03/24/2021	127,028.33	.00	
1443	TETON COUNTY CLERK	183	Northern South Park - Phase 1 - 3	03/04/2021	9,529.31	.00	
1443	TETON COUNTY CLERK	189	Opticos - NSP	03/25/2021	5,823.65	.00	
	Total 1443:				163,373.04	.00	
5886	TETON COUNTY HOSPITAL DIS	032921	SLIB CARES SUBRECIPIENT FU	03/29/2021	417,372.57	.00	
	Total 5886:				417,372.57	.00	
581	TETON COUNTY INTEGRATED	5725	1/2 of marketing for fall clean up	01/06/2021	1,403.75	.00	
	Total 581:				1,403.75	.00	
55	TETON COUNTY SHERIFF'S-JAI	586	FEBRUARY INMATES	03/12/2021	792.00	.00	
	Total 55:				792.00	.00	
1614	TETON COUNTY-FUND 10	21-1598	SLIB CARES Pass thru - Teton Co	12/14/2020	500,000.00	.00	
	Total 1614:				500,000.00	.00	
3027	TETON COUNTY-FUND 13	040121	Fire/EMS Monthly Contribution	03/24/2021	107,600.21	.00	
	Total 3027:				107,600.21	.00	
6811	Teton Landing	040521	Return overpayment on School Ex	04/05/2021	6,000.00	.00	
	Total 6811:				6,000.00	.00	
392	TETON LITERACY CENTER	032921	SLIB CARES SUBRECIPIENT FU	03/29/2021	4,311.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 392:					4,311.06	.00	
268	TETON MOTORS INC	5097327 1	VALVE FOR START TAHOE	02/03/2021	35.81	.00	
Total 268:					35.81	.00	
5846	TETON TOOLS LLC	02232127178	AIR IMPACT FOR STREETS EQ	02/23/2021	174.00	.00	
5846	TETON TOOLS LLC	03022127278	AIR BLOWER TOOL FOR SHOP	03/02/2021	35.25	.00	
5846	TETON TOOLS LLC	03182127516	REPLACEMENT TOOLS	03/18/2021	48.07	.00	
Total 5846:					257.32	.00	
3162	TETON TRASH REMOVAL, INC.	21 MAR 919	trash removal for 145 West Hanse	03/01/2021	47.00	.00	
Total 3162:					47.00	.00	
298	TETON YOUTH & FAMILY SERVI	032921	SLIB CARES SUBRECIPENT FU	03/29/2021	11,172.23	.00	
Total 298:					11,172.23	.00	
154	THE CHILDREN'S LEARNING C	040121	ANNUAL CONTRACT 2020-2021	01/01/2021	26,710.00	.00	
Total 154:					26,710.00	.00	
5366	THE RADAR SHOP	13445	Annual LIDAR Recertification - 19	03/22/2021	1,349.00	.00	
Total 5366:					1,349.00	.00	
284	THOMPSON PALMER & ASSOCI	75391	Performance Review Compilation	02/28/2021	2,595.00	.00	
Total 284:					2,595.00	.00	
3955	THOMSON WEST	844080723	WestLaw Database Charges	03/31/2021	451.40	.00	
3955	THOMSON WEST	844080723	WestLaw Database Charges	03/31/2021	451.39	.00	
Total 3955:					902.79	.00	
70	THYSSEN KRUPP ELEVATOR C	5001436556	VHarvest - elevator service work	01/07/2021	222.50	.00	
Total 70:					222.50	.00	
6363	TMSC LLC	2021-006-A	Home Ranch - lighting repairs ord	03/22/2021	2,084.83	.00	
6363	TMSC LLC	2021-006-B	Town Hall - gutter heat trace servi	03/22/2021	190.00	.00	
6363	TMSC LLC	2021-006-B	START - lighting control service w	03/22/2021	285.00	.00	
Total 6363:					2,559.83	.00	
6000	TRAFFIC SAFETY STORE	INV000778722	traffic cones (100)	03/09/2021	2,283.90	.00	
Total 6000:					2,283.90	.00	
5058	UHL, ANTHONY	030421	DOT PHYSICAL	03/04/2021	50.00	.00	
5058	UHL, ANTHONY	030421	REMAINDER OF DOT PHYSICAL	03/04/2021	105.00	.00	
Total 5058:					155.00	.00	
706	USA BLUE BOOK	524948	parts for steiner pumps	03/08/2021	567.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
706	USA BLUE BOOK	528260	Magnetic Locator	03/10/2021	841.98	.00	
Total 706:					1,409.53	.00	
1949	VERIZON WIRELESS	9874582491	Annual charges for account 87145	03/01/2021	16,553.84	.00	
Total 1949:					16,553.84	.00	
6492	VFC CONTROLS	I040541-IN	Test and calibrate flow meters at a	03/29/2021	4,004.25	.00	
Total 6492:					4,004.25	.00	
6731	VINCI LAW OFFICE LLC	03122021	CASE#18119	03/12/2021	252.13	252.13	03/12/2021
6731	VINCI LAW OFFICE LLC	032121	case18119	03/21/2021	252.13	252.13	03/25/2021
Total 6731:					504.26	504.26	
3420	VISA	02/21/2021 1	starbucks	02/21/2021	100.00	100.00	03/25/2021
3420	VISA	Admin 1 #5397	amazon	02/21/2021	596.81	596.81	03/25/2021
3420	VISA	Admin 1 #5397	cool workds	02/21/2021	149.00	149.00	03/25/2021
3420	VISA	ANIMAL 7294	vista print	02/21/2021	31.80	31.80	03/25/2021
3420	VISA	ANIMAL 7294	amazon boots	02/21/2021	69.95	69.95	03/25/2021
3420	VISA	ANIMAL 7294	amazon supplies	02/21/2021	101.30	101.30	03/25/2021
3420	VISA	Chief 1115 02/2	The wort	02/21/2021	67.17	67.17	03/25/2021
3420	VISA	Chief 1115 02/2	optics planet	02/21/2021	10.60	10.60	03/25/2021
3420	VISA	Chief 1115 02/2	tactical gear	02/21/2021	117.13	117.13	03/25/2021
3420	VISA	Chief 1115 02/2	otis technology	02/21/2021	1,787.51	1,787.51	03/25/2021
3420	VISA	Finance 1073 0	usps	02/21/2021	55.00	55.00	03/25/2021
3420	VISA	IT - 6908 02/21	garmin services	02/21/2021	64.95	64.95	03/25/2021
3420	VISA	IT - 6908 02/21	hbr subscription	02/21/2021	120.00	120.00	03/25/2021
3420	VISA	IT - 6908 02/21	amazon	02/21/2021	78.99	78.99	03/25/2021
3420	VISA	IT - 6908 02/21	go daddy	02/21/2021	751.96	751.96	03/25/2021
3420	VISA	IT - 6908 02/21	iphone payment	02/21/2021	122.32	122.32	03/25/2021
3420	VISA	Police 3 #0355	travel expenses to riverton	02/21/2021	44.14	44.14	03/25/2021
3420	VISA	Police 3 #0355	ups	02/21/2021	55.93	55.93	03/25/2021
3420	VISA	Police 3 #0355	tactical gear	02/21/2021	2,630.93	2,630.93	03/25/2021
3420	VISA	Police 3 #0355	amazon	02/21/2021	10.97	10.97	03/25/2021
3420	VISA	Police 3 #0355	rapture tactical	02/21/2021	532.77	532.77	03/25/2021
3420	VISA	PW #3 9688 0	Lorman	02/21/2021	499.00	499.00	03/25/2021
3420	VISA	PW 1 #8144 02	Tire rack	02/21/2021	977.28	977.28	03/25/2021
3420	VISA	PW 1 #8144 02	staples	02/21/2021	37.09	37.09	03/25/2021
3420	VISA	PW 1 #8144 02	amazon	02/21/2021	55.13	55.13	03/25/2021
3420	VISA	PW 1 #8144 02	DOG	02/21/2021	89.00	89.00	03/25/2021
3420	VISA	PW 1 #8144 02	robert brooke & associates	02/21/2021	182.56	182.56	03/25/2021
3420	VISA	PW 1 #8144 02	logitech	02/21/2021	137.79	137.79	03/25/2021
3420	VISA	PW 1 #8144 02	amazon	02/21/2021	299.98	299.98	03/25/2021
3420	VISA	PW 1 #8144 02	Tire rack	02/21/2021	631.16	631.16	03/25/2021
3420	VISA	PW 1 #8144 02	teledyne	02/21/2021	109.00	109.00	03/25/2021
3420	VISA	PW 1 #8144 02	northern tool	02/21/2021	316.94	316.94	03/25/2021
3420	VISA	PW 1 #8144 02	amazon	02/21/2021	402.92	402.92	03/25/2021
3420	VISA	Sergeant #106	travel expenses to utah	02/21/2021	746.25	746.25	03/25/2021
3420	VISA	Sergeant #106	united airlines	02/21/2021	506.40	506.40	03/25/2021
3420	VISA	Sergeant #106	starbucks	02/21/2021	100.00	100.00	03/25/2021
3420	VISA	Victim 9126 02/	2021 Wyojscopy	02/21/2021	211.72	211.72	03/25/2021
3420	VISA	Victim 9126 02/	tcc cards direct	02/21/2021	170.40	170.40	03/25/2021
3420	VISA	Victim 9126 02/	coca cola	02/21/2021	55.60	55.60	03/25/2021
3420	VISA	Victim 9126 02/	credit	02/21/2021	19.88-	19.88-	03/25/2021
3420	VISA	Victim 9126 02/	doodle.coom	02/21/2021	71.88	71.88	03/25/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3420:					13,079.45	13,079.45	
5022	VISION SERVICE PLAN - (WY)	811892291	APRL PREMIUM	03/17/2021	1,620.65	1,620.65	04/02/2021
Total 5022:					1,620.65	1,620.65	
4893	VWR INTERNATIONAL LLC	8042104886-C	reverse credit	08/03/2015	944.69	.00	
4893	VWR INTERNATIONAL LLC	8044185490	reverse invoice	03/04/2016	37.92-	.00	
4893	VWR INTERNATIONAL LLC	8044197683	reverse invoice	03/07/2016	66.76-	.00	
4893	VWR INTERNATIONAL LLC	8044509605	reverse invoice	04/05/2016	51.00-	.00	
Total 4893:					789.01	.00	
192	WEBER, MICHELLE	111820	3 new, unused HP 507A toner cart	11/18/2020	735.00	.00	
Total 192:					735.00	.00	
6494	WELLER TRUCK PARTS	402236136	TRANSMISSION SUMP	02/01/2021	84.92	.00	
6494	WELLER TRUCK PARTS	402238160	TCM AND SEAL FOR BUS 209	02/03/2021	330.40	.00	
6494	WELLER TRUCK PARTS	402241992	TCM FOR START	02/09/2021	905.68	.00	
Total 6494:					1,321.00	.00	
563	WESTBANK SANITATION	3636553	WWTP trash service	02/28/2021	717.18	.00	
563	WESTBANK SANITATION	3837283	Si-Ferrin - demo dumpster	03/01/2021	3,815.70	.00	
Total 563:					4,532.88	.00	
6788	WESTERN CHARTERS AND TO	60177	January Charter Service	03/17/2021	64,050.00	.00	
Total 6788:					64,050.00	.00	
1640	WESTERN STATE	CM00104837	CREDIT	03/17/2021	14.44-	.00	
1640	WESTERN STATE	CM00104902	CREDIT	03/18/2021	35.50-	.00	
1640	WESTERN STATE	IN001570840	WEAR STRIPS AND SHIMS FOR	02/23/2021	1,754.98	.00	
1640	WESTERN STATE	IN001573932	Broadway Pump House generator	02/26/2021	824.63	.00	
1640	WESTERN STATE	IN001575393	REPAIR HYD SYSTEM ON GRA	03/01/2021	2,200.63	.00	
1640	WESTERN STATE	IN001575436	REPAIR RAM AND HYD VALVE	03/01/2021	3,680.57	.00	
1640	WESTERN STATE	IN001580485	FILTER FOR GRADER	03/04/2021	33.49	.00	
1640	WESTERN STATE	IN001591755	10 GALLONS OIL FOR STREET	03/16/2021	127.10	.00	
Total 1640:					8,571.46	.00	
472	WHITE GLOVE CLEANING, INC.	11Z	HRanch - soap and bath tissues	03/01/2021	157.00	.00	
472	WHITE GLOVE CLEANING, INC.	12Z	THall - hand sanitizer, odor control	03/01/2021	202.39	.00	
472	WHITE GLOVE CLEANING, INC.	13Z	Deloney - bath tissue, just right cl	03/01/2021	67.00	.00	
472	WHITE GLOVE CLEANING, INC.	15Z	operating supplies - bath tissue, ju	03/01/2021	33.50	.00	
472	WHITE GLOVE CLEANING, INC.	454B	SK Housing - move out cleaning	03/11/2021	339.50	.00	
472	WHITE GLOVE CLEANING, INC.	6761	Professional services	12/31/2020	3,022.50	.00	
472	WHITE GLOVE CLEANING, INC.	7032	Professional services	02/28/2021	1,152.50	.00	
472	WHITE GLOVE CLEANING, INC.	7033	Town Hall cleaning	02/28/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7034	SK Housing Cleaning	02/28/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7036	PWorks cleaning	02/28/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7037	Cleaning Services	02/28/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7039	Bunk House cleaning	02/28/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	7055	window cleaning, janitorial service	02/28/2021	2,261.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 472:					11,360.08	.00	
6809	WILD WEST TRANSPORTATION,	031521	REFUND LICENSE DENIAL	03/15/2021	63.00	63.00	03/29/2021
Total 6809:					63.00	63.00	
6497	WINTER & COMPANY	19.104 0321	Historic Preservation	03/11/2021	4,806.28	.00	
Total 6497:					4,806.28	.00	
6704	WOOD ENVIRONMENT & INFRA	S34947960	professional services: phase 1 sto	02/22/2021	913.50	.00	
6704	WOOD ENVIRONMENT & INFRA	S34948083	stormwater program RFP develop	03/31/2021	4,122.00	.00	
Total 6704:					5,035.50	.00	
3619	WY CHILD SUPPORT ENFORCE	03122021	case #209790	03/12/2021	146.76	146.76	03/12/2021
3619	WY CHILD SUPPORT ENFORCE	032121	case #209790 GALLEGHER	03/21/2021	146.76	146.76	03/25/2021
Total 3619:					293.52	293.52	
4139	WY WORKERS' SAFETY & COM	04012021	APRIL PREMIUM	04/01/2021	7,329.95	7,329.95	04/02/2021
Total 4139:					7,329.95	7,329.95	
575	WYOMING ASSOC OF RURAL W	16569	John Ryan training	02/23/2021	49.00	.00	
Total 575:					49.00	.00	
4198	WYOMING FIRST AID & SAFETY	160500	First aid supplies	03/22/2021	70.16	.00	
4198	WYOMING FIRST AID & SAFETY	160501	safety supplies	03/22/2021	358.10	.00	
4198	WYOMING FIRST AID & SAFETY	160502	first aid kit resupply	03/20/2021	66.51	.00	
Total 4198:					494.77	.00	
4811	WYOMING LANDSCAPE MAINT	12178	SKHousing snow shoveling and ic	02/28/2021	1,140.00	.00	
4811	WYOMING LANDSCAPE MAINT	12495	SKHousing snow shoveling and ic	03/01/2021	2,098.69	.00	
Total 4811:					3,238.69	.00	
406	WYOMING LAW ENFORCEMEN	040521	OET FEE FOR MARCH	04/05/2021	105.00	.00	
Total 406:					105.00	.00	
6294	WYOMING PEACE OFFICERS A	2021	WPOA membership 35 employee	02/01/2021	310.00	.00	
Total 6294:					310.00	.00	
329	WYOMING RETIREMENT SYST	206741	MARCH CONTRIBUTIONS	04/01/2021	31,407.70	31,407.70	04/02/2021
329	WYOMING RETIREMENT SYST	206742	MARCH CONTRIBUTIONS	04/01/2021	46,818.95	46,818.95	04/02/2021
329	WYOMING RETIREMENT SYST	206743	MARCH CONTRIBUTIONS	04/01/2021	28,431.70	28,431.70	04/02/2021
Total 329:					106,658.35	106,658.35	
1764	WYOMING.COM INC	2000979	DOMAIN HOSTING	04/05/2021	5.00	.00	
Total 1764:					5.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6717	WY-TEST	37015	February random and pre-employ	02/01/2021	80.00	.00	
6717	WY-TEST	37080	February random and pre-employ	02/10/2021	80.00	.00	
6717	WY-TEST	37103	February random and pre-employ	02/16/2021	80.00	.00	
6717	WY-TEST	37115	February random and pre-employ	02/19/2021	80.00	.00	
6717	WY-TEST	37125	February random and pre-employ	02/22/2021	105.00	.00	
6717	WY-TEST	37129	February random and pre-employ	02/23/2021	80.00	.00	
6717	WY-TEST	37134	February random and pre-employ	02/25/2021	80.00	.00	
6717	WY-TEST	37138	RANDOM DOT 5-PANEL & BAT-	02/25/2021	105.00	.00	
6717	WY-TEST	37226	PRE-EMPLOYMENT- WIN FURB	03/16/2021	80.00	.00	
6717	WY-TEST	37258	RANDOM- DOT 5-PANEL & ALC	03/22/2021	105.00	.00	
Total 6717:					875.00	.00	
5539	Y2 CONSULTANTS, LLC	17437	invoice 17437 survey for Center S	03/15/2021	7,317.25	.00	
5539	Y2 CONSULTANTS, LLC	17471	inv 17471 for Ped Project Design	03/25/2021	1,283.25	.00	
Total 5539:					8,600.50	.00	
2842	YELLOW IRON EXCAVATION, LL	55462	SK Housing dumpster (1-mo)	02/28/2021	400.00	.00	
Total 2842:					400.00	.00	
Grand Totals:					2,445,394.11	214,157.50	

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 MARCH, 2021**

During the month of March, the court received \$39,937 in fines, costs, and fees.
553 new cases were docketed: 450 parking citations, 103 summons
43 cases were dismissed: 33 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>
Amin, Shivan	01501M	Destroying Interfering W/property Of Another	BF	250
Andujar Maldonado, Carlos Manuel	186001892AC	No Display Of Current Registration	BF	70
Asbury, Benjamin R	01527M	Public Intoxication	BF	110
Asur, Samuel	186001525AC	Speed Limits Generally 28/20	BF	190
Bedolla Perez, Juana	186001941AC	Use Of Cell Phone While Driving Prohibited	BF	65
Berger, Mark	186001816AC	Marijuana: Use And/or Possession	BF	100
Berger, Mark	186001815AC	Public Intoxication	BF	110
Brey, Kameron Baker	186001829AC	Speed Limits Generally 45/30	D- TS	0
Casillas, Karen Melissa	186001800AC	Public Intoxication	NC, finding of inability to pay	0
Castillohernandez, Guisela	186001834AC	Speed Too Fast For Conditions	BF	90
Cleary, Cody	186001134AC	Marijuana: Use And/or Possession	D- In accordance with WSS 35-7-1037	0
Courtney, John Patrick	186001589AB	Driving/control Of Vehicle While Intox	D -In accordance with WSS 7-13-301	0
D Andrea, Jeremy Robert	186001792AC	Public Intoxication	BF	110
Dalton, Ian Kincaid	186001549AC	Speed Limits Generally 40/30	BF	140
Dalton, Ian Kincaid	186001919AC	Stop Sign Violation	BF	140
Dane, Isadore John Joseph	186001916AC	Failure To Obey Traffic Control Device	BF	140
Gawaldo, Joseph John	186001750AC	Speeding 28/15	BF	125
Grupp, Carole Lynn	186001856AC	No Display Of Current Registration	BF	70
Haim, Yonatan Douwe	186001656AC	Limitations On Backing	BF	90
Halverson, Cody Riley	186000613AB	Renders Incapable Of Safely Driving: Alcohol/controlled Subst.	D -In accordance with WSS 7-13-301	0
Hanley, Jameson Kole	186001777AC	Public Intoxication	BF	110
Harrington, Patrick John	186001908AC	Failure To Stop At A Red Light	BF	140
Hessler, Nicole Svetlana	186001894AC	Following Too Close	BF	90
Hessler, Nicole Svetlana	186001495AC	Use Of Cell Phone While Driving Prohibited	BF	75
Jensine, Sophia	186001807AC	Failure To Maintain Lane	D- Per Town's Motion	0
Kaiser, Heide Marie	186001752AC	Speed Limits Generally 44/30	BF	188
Kotila, Austin Mitchell	186001613AC	Public Intoxication	BF	110
Kung, Matthew G	01528M	Stop Sign Violation	D-TS	0
Landes, Ian	186001365AC	Public Intoxication	BF	110
Leon Hernandez, Mario	186001678AC	Limitations On Backing	BF	90
Lin, Melody Mei	186001942AC	Speed Limits Generally 44/30	BF	188
Love, John H	00750M	Limitations On Backing	BF	90
Maneri, John R	186001945AC	Speed Limits Generally 50/30	BF	230
Martinez Vasquez, Leonel	98161N	Public Intoxication	BF	110
Martinez, Maribel Santos	186001953AC	Speed Limits Generally 30/20	BF	140
Mc Dermott, Declan Cormac	186001723AC	State Statute- No Insurance	D- Provided valid information	0
Mccaffrey, Connor Vincent	186001808AC	Failure To Obey Traffic Control Device	BF	140
Melvin, Jason Vincent	03878L	Renders Incapable Of Safely Driving: Alcohol/controlled Subst.	GP	750
Mendez-gaona, Ana T	01603M	Failure To Stop At A Red Light	BF	140
Michelsen, John Schuyler	186001599AC	No Display Of Current Registration	BF	140
Montiel, Jose Tenopala	01578M	Public Intoxication	BF	110
Moss, Garret Randolph	186001722AC	Unsafe Turning Movement	BF	90
Nydam, Aaron John	186001675AC	State Statute- No Insurance	D- Per Town's Motion	0
Palmer, Joseph	186001766AC	No Driver's License	D- Per Town's Motion	0
Perea Alquicira, Aaron David	186001600AC	Mph Over Limit Bond	BF	302
Roche, Robert Joshua	186001721AC	Limitations On Backing	BF	100
Salazar Perez, Omar E	03926L	Driving/control Of Vehicle While Intox	D- In accordance with WSS 7-13-301	0
Salgado, Cliff Jose	186001536AC	Following Too Close	BF	90
Salinas Hernandez, Miguel Angel	98781N	No Driver's License	BF	420
Sanford, Robert C	01059M	Following Too Close	BF	90
Santiago Davis, Ramona Elizabeth	186001546AC	Careless Driving	BF	240
Sikes, Adam W.	00887M	Failure To Maintain Liability Coverage	BF	540
Silva, Meredith Lea	186001672AC	Driving Under Suspension	BF	210
Sing, Jonah S	186001789AC	Public Intoxication	BF	110
Snyder, Drake William	186001575AC	Urinating In Public	D- Per Town's Motion	0
Sorge, Kristina Elizabeth	186001882AC	Speed Limits Generally 40/25	BF	195
Stimmel, Joseph	186001735AC	Limitations On Backing	BF	90
Stoleru, Gheorghe	186001818AC	Posted No Parking, Standing, Or Stopping	D- Per Town's Motion	0
Tampa, Daniel Ioan	186001611AC	Minor In Possession Alcohol	D- Per Town's Motion	0
Terry, Jeremy A	00420M	Public Intoxication	BF	110
Thomas, Dillon Lee	186001809AC	No Display Of Current Registration	BF	140
Tloutan, Bruce A	01060M	Failure To Stop At A Red Light	BF	140

Turner, Kathryn M	186001786AC	Speed Limits Generally 48/30	BF	216
Vazquez-baez, Ricardo	00749M	Failure To Yield Row	BF	90
Voytasek, Kate Elizabeth	186001835AC	Speed Limits Generally 45/30	BF	195
Warren, Rachel Ann	186001910AC	Speed Limits Generally 43/30	BF	181
Wells, Shannon Dale	186001838AC	Use Of Cell Phone While Driving Prohibited	BF	65
White, Jana Catherine	186001749AC	Failure To Obey Traffic Control Device	BF	140

STAFF REPORT



Meeting Date:	4/12/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Gun Barrel outdoor liquor service area	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the Town of Jackson's jurisdiction.

Requested Action.

To authorize outdoor liquor service on Gun Barrel's covered porch and patio.

Recommendations.

Staff does not make a recommendation.

Background.

The Gun Barrel Steakhouse LLC has held a restaurant liquor license since 1994. A restaurant liquor license provides authorization to sell and serve alcoholic beverages inside a licensed building.

The Gun Barrel requests permission to provide outdoor service of alcohol beverages on their covered porch and front patio area. The plan of operations is similar to the inside plan, in that a server will take an order from a seated patron, liquor is dispensed inside the approved dispensing room, and then delivered to the patron seated either inside the restaurant or outside on the patio or covered porch.

This area complies with W.S. 12-5-201(a) as it is immediately adjacent to the licensed building.

The Town's Planning Department is working with Gun Barrel on a Basic Use Permit which is required for outdoor service.

Analysis.

Pursuant to Wyoming State Statute 12-5-201(a) the Town Council must authorize any outdoor service of alcohol in permitted areas. *"Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."*

Comprehensive Plan & Priority Alignment.

This request 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.

Indetermined.

Staff Impact.

Staff impact for the town clerk includes approximately an hour to review the request, consult with planning department, and prepare a staff report.

Attachments or Links.

Plan of Operation, Sketch
Photos

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

I move to approve outdoor service of alcohol and malt beverages on the porch and patio as presented in the staff report pursuant to Wyoming Statute 12-5-201(a), at The Gun Barrel Steakhouse LLC located at 826 West Broadway, with one condition:

1. Obtaining a Basic Use Permit issued by the Town's Planning Department.





To: Sandy Birdyshaw

From: Mark Walker

Subject: Serving alcohol outside application

Total of 4 pages to this fax including the cover page.

Any questions do not hesitate to contact me.

Mark Walker
690-4704

**Plan of Operation**Liquor License Application
Type:

Applicant:

Gun Barrel Steak & Game House

DBA:

Describe how the premises will be operated? include nature of business (restaurant, bar, package store), any regular events or special events

Restaurant serving table side service

What type of alcoholic beverages will be available to customers?

liquor, beer, wine

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

Orders are placed with a server or bartenderOrder is put into our Point of Sale system and sent to the bartender to makeAll drinks are made in the Dispensing room and then placed in a pickup area for the server todelivery to the customer

What is the official building capacity?

240

Do you plan to serve alcohol outside on a deck or patio?

Yes

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

If so, describe the outside area, including egress:

Will use porch and patio area (See attached)

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

Servers, bussers and hosts are aware of the rule concerning alcoholic beverages must be consumed on site. They continually monitor guests to insure compliance.

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

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Mark A. Walker	K.P. Operations	mawalker5@gmail.com
2)	Mark H. Walker	owner	markhwalker18@gmail.com
3)	Connie Stall	General manager	gunbarreljh@gmail.com

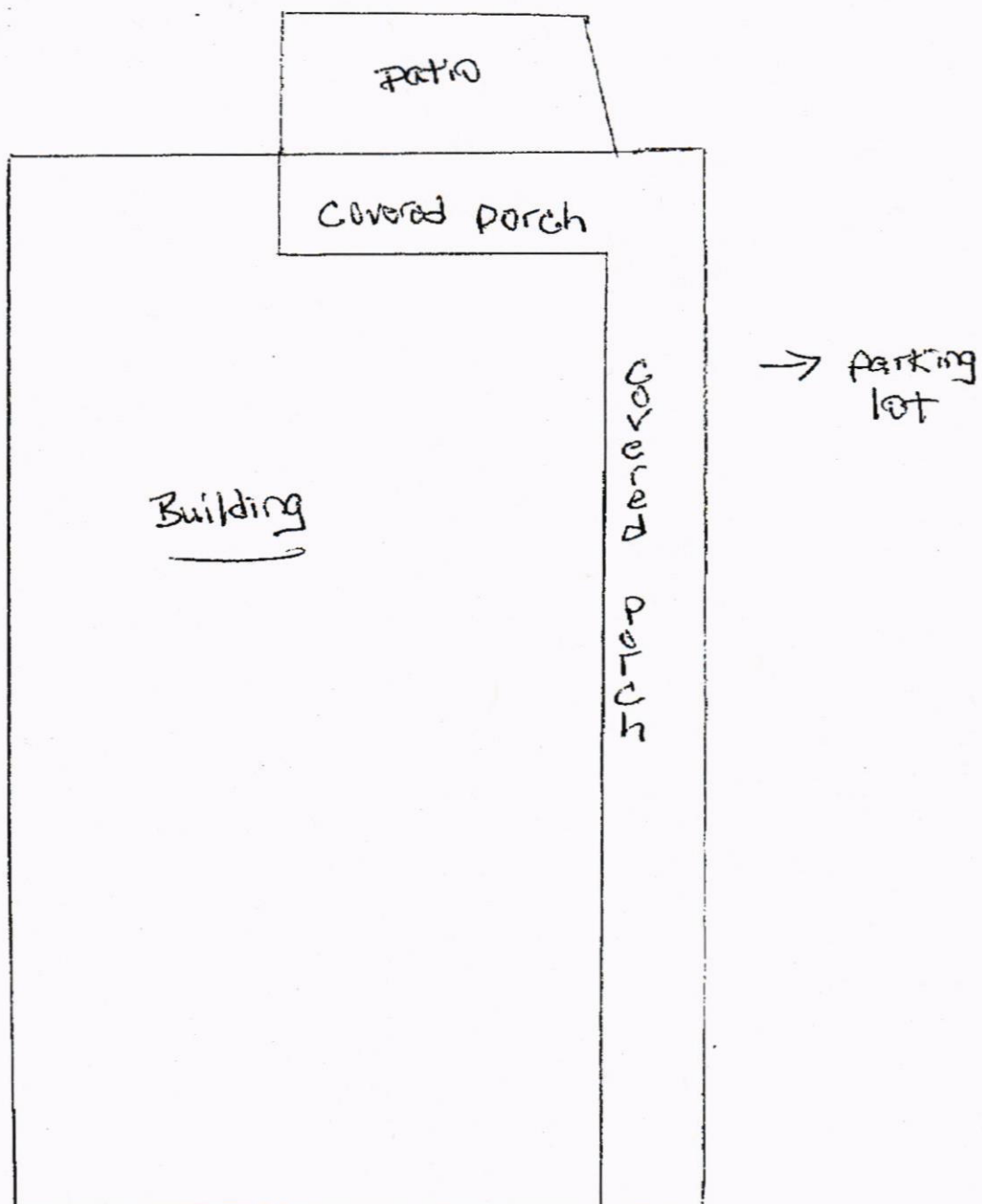
Completed by:

Mark H. Walker

Date:

3/5/2021

← Broadway →



STAFF REPORT



Meeting Date:	April 12, 2021	Meeting Title:	Regular/Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Phase 2 Contract Approval for Core Services Facility	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request Council approval for the Phase 2 contract for the purpose of bidding services, code compliance, and cost estimating the 2019 SPET Core Services Facility Project.

Requested Action.

Staff is requesting Council to approve the Phase 2 contract for the purpose of bidding services, code compliance, and cost estimating the 2019 SPET Core Services Facility Project.

Recommendations.

Staff recommends approval of the Phase 2 contract for the purpose of bidding services, code compliance, and cost estimating the 2019 SPET Core Services Facility Project.

Background.

The Core Services Facility SPET project was approved by voters in the fall of 2019. The ultimate scope of this project is to construct a fleet maintenance shop that will adequately service Town, County and community vehicles and equipment, including but not limited to:

1. **All Town of Jackson Vehicles and Equipment:** snowplows, police, administration, engineering, building/planning, water, and sewer.
2. **All Joint Town and County Vehicles and Equipment:** Animal Shelter, START Bus, Jackson Hole Fire & EMS (as needed).
3. **Teton County Vehicles and Equipment:** Fair Board, Sheriff, Search and Rescue, Administration, Road and Levee, Coroner, Weed and Pest, Emergency Management, Public Health, Integrated Solid Waste and Recycling.
4. **Other Community Vehicles:** Snow King Center, Senior Center, Learning Center, and St. John's Hospital.

Council approved the Phase 1 contract with Jorgensen Engineering on March 2, 2020. Under the Phase 1 contract, staff and our consultant were able to amend the Final Development Plan (including applications to the Design Review Committee, Planning Commission, and the Town Council), incorporate architectural changes, incorporate some site modifications, Update drawings/specifications to the Town's current adopted 2018 International Building Code, and perform quality control for overall design.

Analysis.

In an attempt to realize future construction cost savings, staff worked with our consultants to modify some mechanical and architectural features to both maximize mechanical efficiencies and provide for minor spatial reconfigurations (adjusting non-bearing walls, reconfiguring access slightly, etc.). By making these improvements in the overall design and function of the new Core Services Facility, staff had to adjust the original scope of work for the Phase 1 contract in order to stay within the contracted budget. By doing so, the original Phase 1 deliverables were moved into a Phase 2 contract scope of work. COVID further complicated the ultimate timeline for construction and the anticipated SPET revenue generated. Staff felt that it made sense to move these items to a second phase contract once a better

determination of the construction timeline (i.e., breaking ground) was determined. This would allow for better and more accurate cost estimating and code compliance review. The Phase 2 Contract will include:

- Third party cost estimation
- Completion of a Project Manual and supporting final specifications
- Completion of all bidding documents and necessary contract agreements
- Pre-bid meeting, bid evaluation, and bid accuracy determination

The Phase 2 Contract will complete all bidding and procurement services and will end upon the issuance of a Notice of Award to the lowest bidder.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

- Teton County Comprehensive Plan, Section 7: Multimodal Transportation
 - a) Policy 7.1.c: Increase the capacity for use of alternative transportation modes.
 - b) Policy 7.1.f: Establish a regional transportation strategy.
- Section 8: Quality Community Service Provision
 - a) Principle 8.2: Coordinate the provision of infrastructure and facilities needed for service delivery.
- Integrated Transportation Plan (ITP): the plan is to increase service levels (frequency, hours of operation and connectivity) on local routes, bringing much better service to areas of the town and county

Fiscal Impact.

The total cost for the Phase 2 contracting services is a not to exceed price of \$170,013.00. Due to COVID budget cuts in our current FY21 Budget, the Phase 2 contract does not have any allocated funding. In order to fund the Phase 2 contract and prepare for bidding for the Core Services Facility, Council would need to approve an amendment to the FY21 Budget for this amount.

Staff Impact.

Staff impact for this item includes 8 hours a month for staff to work with Jorgensen Engineering to finalize the plans, contract documents, and bid package. There will also be additional time spent from Legal in reviewing all necessary contract documents. It is anticipated that construction could begin as early as March 2022. Once construction begins, it is estimated that staff will spend roughly 5 - 8 hours a week working with a project manager to facilitate construction.

Attachments or Links.

- Phase 2 Core Services Facility Contract

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

I move to approve the funding for the Phase 2 Core Services Facility Contract with Jorgensen Engineering of Jackson, Wyoming, in the amount of \$170,013.00 and authorize the Mayor to execute the necessary contract Agreement.

**AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
THE CORE SERVICES VEHICLE MAINTENANCE FACILITY
PLANNING, DESIGNING, ENGINEERING, BIDDING, AND
CONSTRUCTION CONTRACTING
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____ (“Effective Date”) between the Town of Jackson (“OWNER”) and Jorgensen Associates, Inc. (“ENGINEER”).

OWNER retains ENGINEER to perform professional services in connection with the development of the Core Services Vehicle Maintenance Facility located in the Town of Jackson, Teton County, Wyoming (“Assignment”).

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER’S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

A. Work performed by ENGINEER at OWNER’s request prior to effective date shall be included in services to be performed and compensated for as provided for in Article 4.01.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 2--OWNER’S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit SR-A.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. An amount equal to the cumulative hours charged to the Assignment by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be one hundred seventy thousand thirteen dollars and no cents (\$170,013.00). This amount shall not be exceeded without prior written authorization from OWNER.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibit SR-C.

3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4. OWNER shall pay amount invoiced within 30 days of receipt of each invoice.

4.02 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof.

B. Adjustments

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

C. Reimbursable Expenses. Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

D. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

E. Subcontractors. Any subcontractor required to perform the services identified in Exhibit SR-A shall be hired by and paid directly by ENGINEER.

ARTICLE 5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters", consisting of 3 pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 4 pages.

C. Exhibit SR-C, "Schedule of Rates" for ENGINEER, consisting of 2 pages.

6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 3, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Town of Jackson, Wyoming

By: Hailey Morton Levinson

Title: Mayor

Date Signed: _____

Attest

Address for giving notices:

Town of Jackson

P.O. Box 1687

Jackson, Wyoming 83001

Designated Representative (Paragraph 5.01):

Name: Johnny Ziem

Title: Assistant Public Works Director

Phone Number: 307-733-4203

Facsimile Number: 307-739-0919

E-Mail Address: jziem@jacksonwy.gov

ENGINEER:

Jorgensen Associates, Inc.

By: Reed Armijo

Title: Chief Executive Officer

Date Signed: _____

Address for giving notices:

Jorgensen Associates, Inc.

P.O. Box 9550

Jackson, Wyoming 83002

Designated Representative (Paragraph 5.01):

Name: Jeff Bates, P.E.

Title: Project Manager

Phone Number: 307-733-5150

Facsimile Number: 307-733-5187

E-Mail Address: jbates@jorgeng.com

This is **EXHIBIT SR-A**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____ 2021.

Initial:

OWNER _____
ENGINEER _____

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

This Work Plan includes the tasks and project management necessary to prepare 100% Construction Documents, obtain necessary permits for construction, and prepare the project to receive bids for the construction of the Core Services Maintenance Facility Addition. The tasks required for each phase are summarized below and include:

Phase 2 Scope:

- A. Project Management
- B. Permitting/100% Contract Documents
- C. Bidding Services

Phase 2 Milestones:

- A. Building Department Submittal, on or about June 17, 2021.
- B. Advertise for Bid, on or about September 15, 2021.
- C. Receive and Open Bids on or about December 16, 2021.
- D. Make recommendation of Award, on or about December 31, 2021.

Phase 2.

2.0 Project Management

This phase is comprised of the tasks necessary to manage the schedule, budget, and communication of the project.

Objective: To manage the project in a way that optimizes communication between the project team, Town, the stakeholders, and the elected officials in a way that maximizes project efficiencies.

Work Elements:

- Develop and implement procedures for communicating with the Town Project Manager
- Monitor and manage budgets
- Monitor and manage schedule
- Prepare monthly invoices with appropriate supporting documentation as required by Town of Jackson
- Organize and attend progress meetings
- Prepare RFP document for Phase 3 Construction Administration/Owners Representative

Phase 2A. Permitting

This phase is comprised of the tasks necessary to make application to the Town Building Department for permit to construct the Core Facility and associated site work (Basis of Design), additional Bus Storage (Alternate 1), Fueling Island (Alternate 2).

Objective: To finalize and conform the work deliverables prepared in 2020 and submit to TOJ Building Department for permit to construct. Prepare costs estimates on basis of design/bid with alternatives; also, to allow the owner to assess construction options based on budget. Original design team will support the final deliverable (100% permit document) throughout the Permitting process. If project is awarded, also provide support services in the contracting process through Notice to Proceed.

Work Elements**Quality Control**

- Perform Final quality control of bid and permit documents utilizing Stantec's and JA's QC checklist

Basis of Design and Bid Alternates

- BOD - the maintenance expansion and all uncompleted site civil work will be the basis of design of the updated contract documents.
- Alternate #1 – Bus storage expansion
- Alternate #2 – Fueling Island

Deliverables

- Preliminary Engineer's Opinion of Probable Cost of Construction
- Third-Party Code Compliance Review
- Building Permit application
- GEC (Permit Application)
- Incorporate all comments from Code Compliance Review, Building Permit Review, and GEC Review

Exclusions

- Permit Fees are excluded for the submittals and will be paid for by TOJ
- Construction Management Plan to be prepared and submitted by contractor after award.

Phase 2B. Bidding and Procurement Services

This phase is comprised of the tasks necessary to advertise the project to the general contracting community and receive bids that will result in a project that can be potentially procured with the SPET tax funds available and other undefined town funds.

Objective: To obtain responsive bids from local and regional general contractors in a Design Bid Build process that will allow the Town to select and procure construction services that can and will immediately begin construction on the project.

Work Elements

- Advertise for Bids in Jackson Paper (x3), in accordance with applicable laws.
- Conduct Pre-Bid Meeting.
- Manage all bidder questions during the bidding period, issue addenda as needed.
- Receive and open bids declare apparent low bidder.
- Evaluate bids for responsiveness and accuracy.
- Make recommendation to Town on potential award.
- Prepare Notice of Award
- Prepare Contract Agreement (Town Attorney to review)

- Review all Bonding and Insurance
- Prepare Notice to Proceed

Deliverables

- Final Engineer's Opinion of Probable Cost of Construction
- Bid Document Manual and Civil Schedule of Values
- Advertisement for Bid and Instruction to Bidders
- Recommendation of Award
- Notice of Award
- Draft Contract Agreement (Town Attorney to review)
- Final Contract Agreement (ready for signature)
- Notice to Proceed

Exclusions

- Construction Management Plan to be prepared and submitted by contractor after award.

Phase 3. Construction Services Not in Contract

A.2.01 OWNER's Responsibilities

A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment
2. Furnish to ENGINEER all existing studies, reports, survey data, and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement. ENGINEER will assume no responsibility for data or information provided by others.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be based upon the milestones for Phase 2 included in A.1.01, ENGINEER's Services. Phase 3 time period shall be determined at the completion of Phase 2.

B. ENGINEER's services under this Agreement will be considered complete when Bid Advertisement is submitted to OWNER.

This is **EXHIBIT SR-B**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____, 2021.

Initial:

OWNER _____
ENGINEER _____

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 10% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the

negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.

6. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them to owner and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the maximum contract price of one hundred seventy thousand thirteen dollars and no cents (\$170,013.00)

7. Dispute Resolution

a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

9. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

11. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost (also referred to as Preliminary Construction Costs)

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-

way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Force Majeure

Neither party shall be liable for any loss or damage due to failure or delay in rendering any service or obligation called for under this Agreement resulting from any cause beyond the failing or delayed party's reasonable control.

16. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

21. Controlling Law

This Agreement is to be governed by the law of the State of Wyoming.

22. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23. Governmental Immunity

OWNER 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.

This is **EXHIBIT SR-C**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Core Services Vehicle Maintenance Facility Planning, Designing, Engineering, Bidding, and Construction Contracting Professional Services** dated _____, 2021.

Initial:

OWNER _____
ENGINEER _____

Schedule of Rates for Jorgensen Associates, Inc.

Rates are subject to annual review and adjustment. Rates in effect on the date of the Agreement are:

Engineering Services

Senior Principal Engineer	\$250.00/hour
Principal Engineer	\$210.00/hour
Senior Project Manager	\$190.00/hour
Project Manager	\$160.00/hour
Senior Project Engineer	\$150.00/hour
Project Engineer II	\$135.00/hour
Project Engineer I	\$130.00/hour
Design Engineer Technician II	\$115.00/hour
Design Engineer Technician I	\$105.00/hour
Intern	\$75.00/hour

Surveying Services

Senior Project Surveyor	\$175.00/hour
Project Surveyor II	\$145.00/hour
Project Surveyor I	\$130.00/hour
Survey Party Chief	\$115.00/hour
Survey Field Technician	\$100.00/hour

Construction Services

Construction Project Coordinator	\$130.00/hour
Construction Technician II	\$110.00/hour
Construction Technician I	\$100.00/hour

Planning Services

Land Use Technician II	\$110.00/hour
Land Use Technician I	\$100.00/hour

Support Services

CAD Technician II	\$120.00/hour
CAD Technician I	\$100.00/hour
Clerical/Administrative Support	\$90.00/hour

<u>Expert Witness/Preparation and Court</u>	\$250.00-\$350.00/hr
--	-----------------------------

Equipment

CADD System	no charge
Copies/Prints/Plots/Field Supplies	no charge
GPS System/Total Station	\$50.00/hour
Survey and Equipment Vehicles	IRS Mileage Rate
Unmanned Aerial Vehicle (UAV)	\$1,000/day

Reimbursable Expenses

At cost plus 10%

Consultants

Fee plus 10%

Any additional Work, attributable by the direction of the OWNER, that is done on Saturdays, Sundays or federally recognized holidays to meet the OWNER'S schedule will be charged at 1½ times the above rates for services.

STAFF REPORT



Meeting Date:	4/12/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Application for Restaurant Liquor License – Kampai Holdings 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 26, the town clerk received an application for a restaurant liquor license by Kampai Holdings LLC. This is a new restaurant going in to the space previously operated by E.Leaven at 175 Center Street. The space is currently under remodel with plans to open between mid-July and the end of August.

If this application is approved, I will ensure the Certificate of Occupancy and required permits are obtained before the liquor license is issued.

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 Kampai Holdings LLC for the license year beginning April 12, 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. The Clerk shall not issue the liquor license until all required town permits and licenses have been obtained.
2. 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: \$ 1500.00

mths

Prorated Fee: \$

Transfer Fee: \$

Publishing Fee: \$ 100.00

License Term:

4 ¹²/₅ / 2021 through 3 / 31 / 2022
 Month Day Year Month Day Year

Local License #

Date filed with clerk: 2/26/2021Advertising Dates: (2 Weeks) 3/10 & 3/17**Hearing Date:**4 / 1 / 2021
¹²₅

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: Kampai Holdings, LLCTrade/Business Name (dba): KampaiBuilding to be licensed/Building Address: 175 Center St

Jackson

WY

83001

Teton

Number & Street

City

State

Zip

County

Mailing Address:

PO Box 12136

City

WY

83002

Number & Street Name or P.O. Box

City

State

Zip

Business Telephone Number: (307) 200-2132Fax Number: ()E-Mail Address: ncross@bamfunds.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
PT Lot 8, PT Lot 9, Blk. 1, Smith. PIDN: 22-41-16-27-3-12-003. Zoning Town Square (TS)

FILING FOR☒ NEW LICENSE☐ TRANSFER OF LOCATION☐ TRANSFER OWNERSHIP

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)☒ CITY OF: JACKSON☐ COUNTY OF: _____☐ ASSIGNMENT LETTER ATTACHED**FILING AS** (CHOOSE ONLY ONE)
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC

☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:

☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)
☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB):

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

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
SPECIAL DESIGNATIONS:
☐ 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 Tuesday to Saturday

Hours of Operation (e.g. 10am to 2am)

from 5:00 PM to 10:00 PM**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

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

(1) **OWN** the licensed building?☐ YES (own)(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

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

(A) Lease expiration date 6/30/31, located on page 1 paragraph 2 of lease.(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 7 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address:		Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>						
Dmitry Balyasy						100% Interest	YES ☐ NO ☒	YES ☐ NO ☒
Natalie Cross						0%	YES ☐ NO ☒	YES ☐ NO ☒
Daniel Janjigian						0%	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): The dispensing room is 15'4" x 6'5" in the NW side of the dining room. It is between the eating counter and the wall that divides the room from the sushi bar.

(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) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

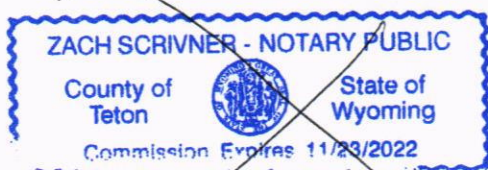
STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 16th day of February, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Dmitry Balyasny</u> (Printed Name)	<u>Member</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:

Signature of Notary Public

My commission expires: 11/23/22



Plan of Operation

Liquor License Application
Type:

Applicant: Kampai Holdings, LLC

DBA: Kampai

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

Kampai is a sushi restaurant with a sushi bar, eating counter and table service. Current plans include 50 seats inside the dining room, 29 seats in the north atrium, and 30 seats on the rooftop deck which is part of phase 2, which will have an eating counter and a sushi bar to be opened summer 2022. Demolition has begun and construction will begin upon town approval.

What type of alcoholic beverages will be available to customers?

Wine, Beer, Sake and Spirits

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

A majority of drinks will be ordered through table service or through a server at the sushi bar. there will be a limited number of seats at the eating counter where dinner service will be offered. Beverages will be prepared within the dispensing room and delivered by a server to guests at tables or at the eating counter.

What is the official building capacity? 109 Total.

Do you plan to serve alcohol outside on a deck or patio? Yes

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

If so, describe the outside area, including egress: Rooftop deck will be accessed by elevator through the front entrance. Egress from the roof is by way of the existing exterior stairs on the west side of the building into the alley.

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

People departing the rooftop deck will exit by way of elevator which returns them

to the main entrance. From there they will pass by a host/hostess as they exit to

center st.

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

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Daniel Janjigian	General Manager	Dan@kampaijh.com
2)	Chris Massad	Executive Chef	Chris@kampaijh.com
3)			

Prepared by: Daniel Janjigian Date: 2/15/21



February 8, 2021

Kampai Holdings LLC

To whom it may concern,

Kampai Holdings LLC has requested that we furnish this letter on their behalf for your informational purposes only. This does not represent an account statement, which provides an official record of an account.

Kampai Holdings LLC has maintained accounts with Citibank, N.A. and Citigroup Global Markets, Inc. through Citi Private Bank since November 2020. To date, Kampai Holdings LLC has met all of their obligations with Citi Private Bank.

This is a strictly confidential response to a request. No responsibility or liability, in any way, is to attach to Citi Private Bank or any of its officers for your reliance on this letter. The value of any securities is given as a mere matter of opinion. Furthermore, no offer or solicitation on our part with respect to the sale or purchase of any securities is intended or to be implied.

If you have any questions regarding their banking relationship with us, please do not hesitate to contact me at 212-559-9341.

Sincerely,

Kevin Vega
Client Service Associate A.V.P.

**INVESTMENT PRODUCTS: NOT FDIC INSURED*NOT BANK
GUARANTEED* MAY LOSE VALUE**

"Citi Private Bank" is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. In the U.S., brokerage products and services are provided by Citigroup Global Markets Inc. ("CGMI"), Member SIPC. CGMI and Citibank, N.A. are affiliated companies under the common control of Citigroup.

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PLAN REVIEW APPLICATION FOR FOOD ESTABLISHMENTS

Teton County Health Department Jackson, WY 83001

TYPE OF APPLICATION:		Projected Start Date: 4/15	
☒ New ☐ Remodel ☐ Conversion		Projected Completion Date: 7/31	
TYPE OF FOOD OPERATION: ☒ Restaurant ☐ Institution ☐ Retail food store ☐ Commissary ☐ Mobile ☐ Caterer ☐ Childcare ☐ Other:			
FOOD ESTABLISHMENT INFORMATION			
Name of Establishment: Kampai			
Establishment Address: 175 Center St		City: Jackson	State: WY.. Zip: 83001
OWNERSHIP INFORMATION			
Name of Owner: Kampai Holdings, LLC			
Address: PO Box 12166		City: Jackson	State: WY Zip: 83002
Email: Natalie@banfunds.com		Phone Number: 3125438224	
APPLICANT INFORMATION (e.g., ARCHITECT/ENGINEER)			
Applicant Name: Workshop Collaborative		Contact Person: Steve Kaness	
Applicant Mailing Address: 750 S. High Country Dr		City: Jackson	State: WY Zip: 83001
Email: stevekaness@workshopc.com		Phone Number: 307-699-2205	
FOOD OPERATION INFORMATION			
Days & Hours of Operation ☐ Sun: _____ ☐ Mon: _____ ☒ Tues: 5-10 ☒ Wed: 5-10 ☒ Thurs: 5-10 ☒ Fri: 5-10 ☒ Sat: 5-10	Seating Capacity: # of Indoor Seats: 81 # of Outdoor Seats: _____ Square feet of facility: 4876	Type of Service (check all that apply): ☒ On-site consumption ☐ Off-site consumption ☐ Catering ☐ Outdoor food service area ☐ Full service bar ☐ Other: _____	Maximum Meals Served (number per day): Breakfast: 0 Lunch: 0 Dinner: 150 Employees: Max per shift: 30
THE FOLLOWING DOCUMENTATION MUST BE SUBMITTED ALONG WITH THIS APPLICATION: Proposed menu or complete list of food and beverages to be offered (including seasonal, catering and banquet menus) – <i>Standard Operating Procedures or HACCP plans may be required.</i> Plans must be clearly drawn to scale (full size plans preferred) and include the items below: The floor plan must identify: food preparation, serving and seating areas, restrooms, office, employee change room, storage, warewashing, janitorial and trash area. Include location of any outside equipment or facilities (dumpsters, well, septic system-if applicable). Provide equipment layout and specifications , clearly numbered and cross-keyed with the equipment list. Elevation drawings may be requested by the Regulatory Authority. Identify handwashing, warewashing and food preparation sinks. Provide plumbing layout showing the sewer lines, cleanouts, floor drains, floor sinks, vents, grease trap or grease interceptor, hot and cold water lines, and direction of flow to sanitary sewer. Provide exhaust ventilation layout including location of hood and make-up air returns and ducts, if applicable. Lighting plan , indicating the exact foot candles for each area as required by the FDA Food Code (§6-303.11). Finish schedule showing floor, coved base, wall and ceilings for each area shown on the plans.			
Signature: 		Date: 3/29/21	
Print Name: Daniel H Janjigian		Title: General Magager	

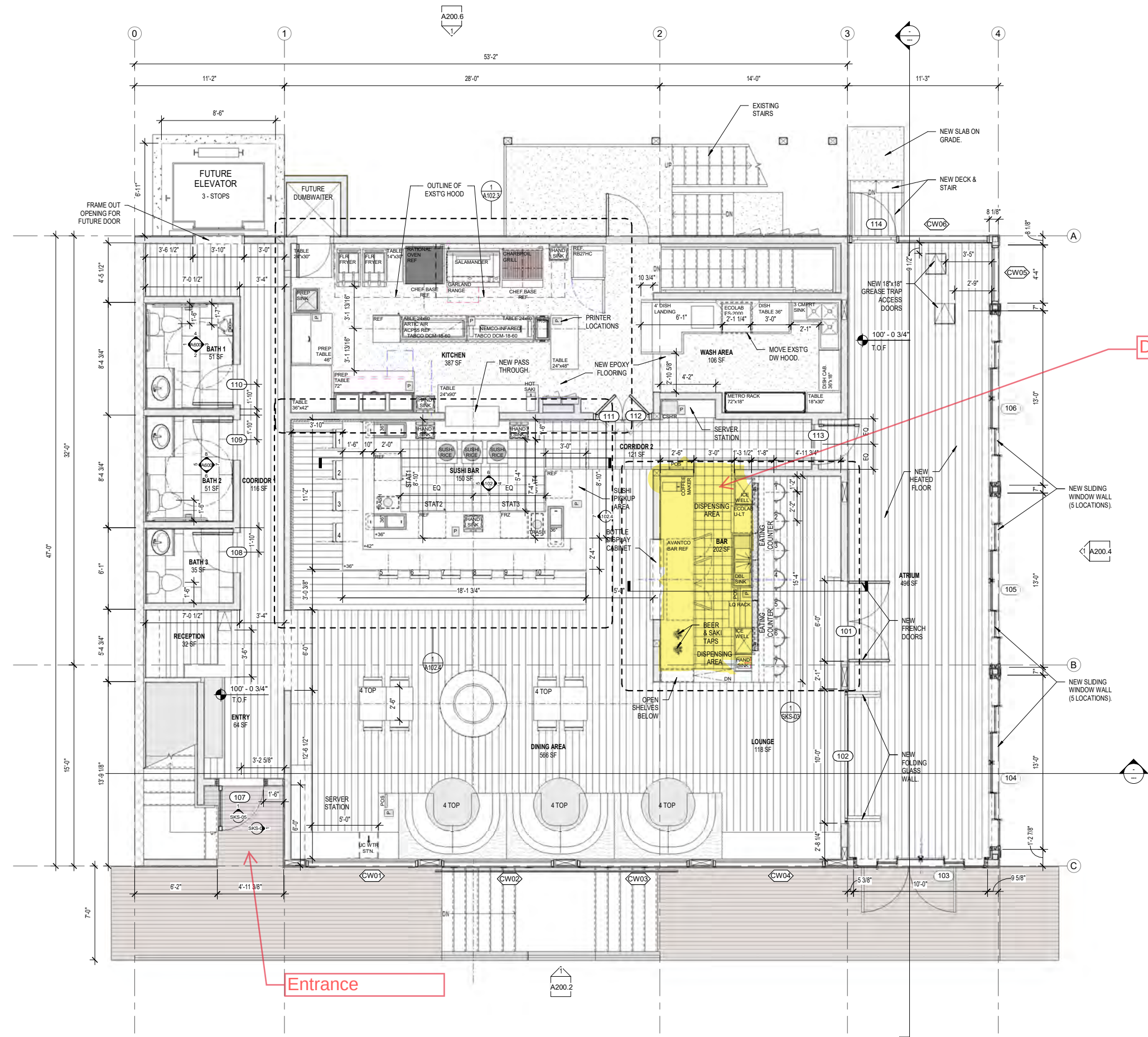
Food Menu

- DRAFT AT
2-26-2021

cold starters			
sunomono			
cucumber, snow crab, sweet vinegar			
toast			
blue fin tuna tartar, caviar			
kanpachi			
amberjack, serrano chili, yuzu soy			
nuta			
seared king salmon, scallion, mustard miso			
tai			
sea bream, plum, lotus root			
salad			
mixed greens, avocado, shiso green goddess			
hot starters			
nori chip			
local wagyu, foie gras, huckleberry balsamic			
kinoko			
lions mane mushroom tempura, japanese seven spice			
gyoza			
pan fried local kurobuta pork pot stickers, aged red vinegar			
nanban			
king crab tempura, vegetables, dashi vinegar			
agedashi tofu			
deep fried tofu, shitake mushroom dashi			
dengaku			
broiled eggplant, golden raisins, sweet miso			
sushi pizza			
assorted sashimi on a bed of rice cake			
sushi / sashimi			
akami lean tuna			

chutoro <i>medium fatty tuna</i>		
o-toro <i>fatty tuna</i>		
sake <i>new zealand king salmon</i>		
masu <i>ocean trout</i>		
kanpachi <i>amberjack</i>		
shima aji <i>striped jack</i>		
tai <i>sea bream</i>		
hirame <i>flounder</i>		
kinmedai <i>golden eye snapper</i>		
hotate <i>scallop</i>		
botan ebi <i>spotted prawn</i>		
zuwai gani <i>snow crab</i>		
unagi <i>freshwater eel</i>		
anago <i>saltwater eel</i>		
foie gras <i>duck liver</i>		
wagyu A5 <i>wagyu beef</i>		
tamago <i>bruleed egg</i>		
rolls		
pin- <i>shrimp tempura and avocado, topped with salmon and lemon</i>		
ryan- <i>tempura scallion, avocado, topped with white fish.</i>		
geta- <i>fatty tuna, pickled peppers, scallions</i>		
dari- <i>yellowtail, grilled scallions, crispy garlic</i>		
menji- <i>pickled radish, cucumber, tempura sweet potato,</i>		
handrolls		
unagi- <i>freshwater eel, cucumber, tempura crunchies, sweet soy</i>		
masu- <i>smoked trout, smoked trout roe, lemon creme fraiche</i>		
sake- <i>salmon, avocado, rice crackers, yuzu miso</i>		
hamachi- <i>yellowtail, jalapeno, cilantro</i>		
ebi temp- <i>fried shrimp, avocado, creamy spicy sauce</i>		
kinoko- <i>sake butter mushrooms, seaweed sauce</i>		
yasai- <i>cucumber, avocado, pickled chilis, tempura crunchies, sesame</i>		
entree		
gindara- <i>miso marinated black cod</i>		
sake- <i>citrus soy sauce marinated king salmon</i>		
wagyu- <i>snake river farms ribeye</i>		
buta- <i>shio koji cured grilled kurobuta pork chop</i>		
sides		
crispy brussel sprouts		
roasted carrots with yuzu miso		

wagyu beef and hojicha fried rice		
softy		
mashumarro: <i>marshmallow with matcha sauce</i>		
hojicha: <i>roasted green tea with cacao nibs</i>		
dessert		
lava cake: <i>matcha, white chocolate</i>		

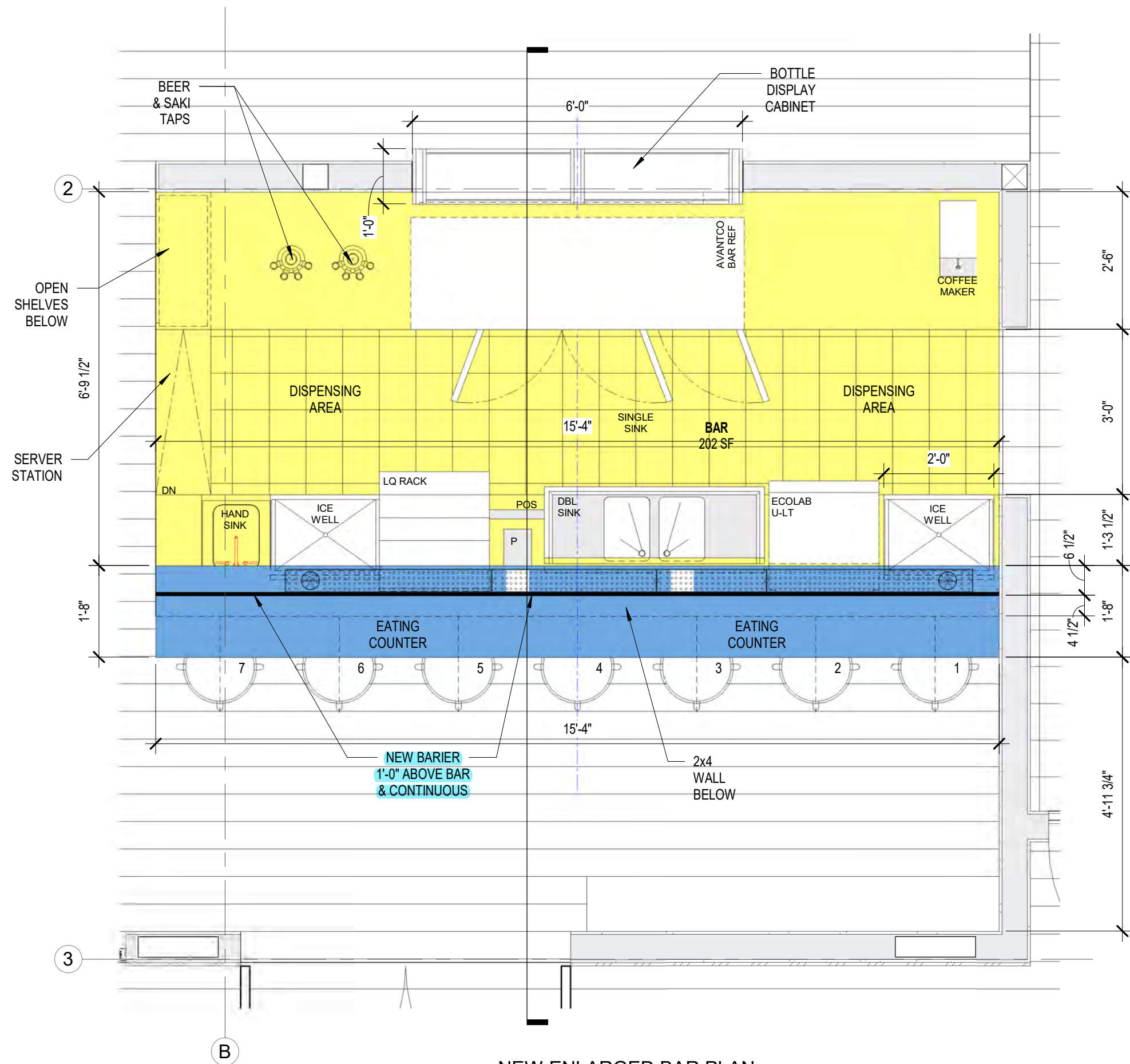


Dispensing Area

Entrance

1
A102.1
NEW FIRST FLOOR PLAN
1/4" = 1'-0"

REVISIONS:



1 NEW ENLARGED BAR PLAN
1/2" = 1'-0"

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into as of the 16th day of February, 2021 (the "Effective Date") by and between Kampai RE Holdings, LLC, a Delaware limited liability company ("Landlord") and Kampai Holdings, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH that for and in consideration of the covenants and agreements set forth herein, Landlord hereby leases to Tenant that property located at 175 Center Street, Jackson, WY, and legally described as:

The East 66 feet of Lot 8 and the East 66 feet of the North 15 feet of Lot 9, Block 1 of the W.W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 105 recorded August 26, 1912 with the Teton County, Wyoming Clerk, PIDN 22-41-16-37-3-23-003.

(the "Leased Premises" or the "Property")

This is a "triple net" Lease as set forth below, and Tenant shall pay, without notice and without abatement, deduction, or setoff, except as may be required or permitted by this Lease, all taxes, assessments, insurance premiums, utilities, expenses and other sums related to the Tenant's use of the Leased Premises, as more fully addressed herein. In the event of any non-payment thereof, the Landlord shall have, in addition to all other rights and remedies set forth in this Lease, all the rights and remedies provided by law. Tenant shall promptly deliver to Landlord proper and sufficient receipts and other evidence that all payments described herein have been made in full.

1. LEASED PREMISES. The Leased Premises consists of approximately 2,876 square feet of commercial restaurant space, including but not limited to, a main dining area, kitchen area and screened porch as well as a two-bedroom residential apartment (the "Apartment").

2. TERM. The initial term of this Lease commences on the date that the Town of Jackson issues a Certificate of Occupancy for the commercial space located within the Leased Premises and ending on the 30th day of June, 2031 unless sooner terminated as provided herein (the "Initial Term"). No termination or expiration of this Lease shall affect the indemnities or other obligations of Tenant incurred during the term of this Lease.

3. OPTION TO RENEW. Provided Tenant is not in default, Tenant shall be entitled to renew this Lease for two (2) additional terms of ten (10) years each on the same terms and conditions as set forth herein. Tenant shall give Landlord written notice of its intent to renew no later than thirty (30) days prior to the applicable Termination

Date. If written notice of Tenant's desire to renew is not given to Landlord within the time specified, this option shall expire.

4. RENT. The monthly rental fee for the Initial Term shall be [REDACTED] thousand dollars [REDACTED] per month (the "Rent"). The first payment of Rent shall be due five (5) calendar days after a Certificate of Occupancy is issued for the commercial portion of the Leased Premises by the Town of Jackson. Rent for the first month shall be prorated, and thereafter Rent shall be paid on the first day of each month. In the event Landlord obtains a mortgage for the Leased Premises, the amount of monthly rent may be adjusted to reflect the monthly payment due from Landlord to the bank from which the mortgage is obtained. The revised monthly rent amount shall be set forth in a separate written agreement between Landlord and Tenant for record keeping purposes. Tenant shall pay a late fee of ten percent (10%) for any monthly payment not received by the Landlord by the 10th day of the month when due.

5. SECURITY DEPOSIT. Tenant shall not be required to pay a security deposit. Notwithstanding, Tenant shall be liable to Landlord for any damages to the Leased Premises other than ordinary wear and tear.

6. ACCESS. Tenant may, at any time during the term of this Lease or any renewal thereof, determine and change the hours during which it shall keep the Leased Premises open for business. Tenant's servants, employees, agents, and business invitees shall, at all times during which the Tenant is open for business, have the free and uninterrupted right of access to the Leased Premises. Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the Leased Premises, free from any annoyance, hindrance, or other interference of any kind of the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

7. USE OF THE LEASED PREMISES. Tenant shall use the commercial portion of the Leased Premises for a restaurant, or for such other purpose or purposes as may be approved by the Landlord in writing in advance of the commencement of such use, such approval not to be unreasonably withheld. When used as a restaurant, it is intended that the restaurant will serve liquor per the terms of a valid Liquor License issued by the Town of Jackson. Tenant may use the Apartment as employee housing, or may otherwise sub-lease the Apartment so long as any sublease is approved in advance by Landlord. Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy. Tenant agrees not to deface or damage the building in any manner. Tenant agrees not to use or permit the use of the Leased Premises, or any part thereof, for any purpose prohibited by law or County regulations, and Tenant agrees, at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use, and occupancy of the Leased Premises throughout the entire term of this Lease.

In addition to the foregoing, Tenant shall not use or occupy or permit the Leased Premises or any part thereof to be used or occupied for any business, use, or purpose deemed disreputable, extra hazardous, or which would make void or voidable any insurance then in force or which would increase the premiums for or make it impossible to obtain fire or other insurance, or which will cause or be likely to cause structural damage to the building or any part thereof.

8. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the Leased Premises, including, but not limited to carpeting, wall paneling, ceiling tiles, and light fixtures, and excepting movable furniture and movable trade fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

9. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's sole discretion, may make alterations or improvements to the Leased Premises, which improvements shall not require the approval or written consent of Landlord.

Tenant shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the request of Tenant, and shall indemnify and save harmless Landlord and the Leased Premises and the building of all such liens or claims of lien, and all attorney's fees and other costs and expenses incurred by reason thereof.

Landlord shall have the right at any time to alter, repair, or improve the Leased Premises and the building on the property, and for that purpose the Landlord and its representatives may enter on and about the Leased Premises and the building with such materials as the Landlord may deem necessary.

10. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance and occupancy of the same constitutes Tenant's acknowledgment that there is, in or about the Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair. Tenant hereby waives any claim for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

11. REPAIR AND MAINTENANCE.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall maintain

all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

b. Tenant shall perform regular service, routine maintenance as well as major repairs and replacement. Tenant is responsible for keeping the pipes from freezing.

12. UTILITIES AND OTHER SERVICES. Tenant shall arrange for any installation of and pay all utilities for the Lease Premises, including but not limited to, electrical, gas, water, telephone, internet, or public utility services and Landlord shall not be required to furnish to Tenant any facilities or services of any kind.

13. TAXES. In addition to monthly rent, Tenant shall be responsible for payment of all state taxes, real property taxes, real estate assessments, or any other governmental charges, assessments, or taxes levied upon the Leased Premises (the "Property Taxes"). Tenant shall pay to Landlord the full amount of all Property Taxes within ten (10) days of receipt of the tax bill from Landlord. All tax payments shall be in addition to all rent or other monies owed to Landlord. Tenant shall be solely responsible to pay all taxes on Tenant's personal property, trade fixtures, and other property places by Tenant in, on, or about the Leased Premises. In the event Tenant shall default in the payment of Property Taxes, Landlord shall have the right to pay the same, and the amount so paid shall be payable by Tenant to Landlord, on demand, with interest thereon at a rate of eighteen percent (18%) per annum.

14. RIGHT OF ENTRY.

a. Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times, upon reasonable notice, for the purpose of inspecting the same, showing the same to prospective purchasers or Tenants, or to make such repairs, alterations, improvements, or additions as the Landlord may deem necessary or desirable. Landlord may enter the Leased Premises at any time for the enforcement of this Lease and for the protection of any of the Landlord's property.

b. Except in the event of an emergency, Landlord shall provide at least twenty-four (24)-hours' notice to Tenant prior to entry, and shall make such access during normal business hours.

c. Landlord or its agents may enter the Leased Premises by a master key or may forcibly enter the Leased Premises, provided that any such entry shall only be in the event of an emergency requiring immediate entry. Landlord shall use its best faith efforts to ensure that any repair, alteration or improvement of the Leased Premises, or inspections of the Leased Premises take place at times which will have the least impact on the conduct of Tenant's business and will not otherwise violate Tenant's use and enjoyment of the Leased Premises.

d. If, during the last month of the Term, Tenant shall have removed all or substantially all of its property from the Leased Premises, Landlord may

immediately enter and alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this Lease.

15. SIGNS. All signs erected by Tenant shall, at Tenant's sole expense, comply with all applicable regulations of the Town of Jackson, Wyoming. Except during the last sixty (60) days of the Lease term or extension wherein Tenant has not exercised its right to renew (if applicable), Landlord will not place "for sale" or "for rent" signs in or on the Leased Premises.

16. COVENANT OF QUIET ENJOYMENT. Tenant, upon payment of the rent as herein provided, and upon the performance of all the terms and conditions of this Lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the Leased Premises without any disturbance from Landlord or any other person claiming through Landlord.

17. COMPLIANCE WITH LAW. Tenant, at its sole expense, shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the Leased Premises. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the use or conduct of its business within the terms of this Lease, and for the making of repairs, alterations, improvements or additions (if the same are permitted by the Landlord as hereinafter provided), and Landlord where necessary will join with Tenant in applying for such permits or licenses.

18. INSURANCE.

a. Tenant shall, at its sole cost and expense, for the term of this Lease and any renewal thereof, maintain and keep in force for the benefit of Landlord a policy or policies of general accident, public liability, casualty, and property damage insurance. All premiums shall be paid prior to or on the policy due date and all coverage limits shall be approved by Landlord. Tenant's general liability policy shall specifically name Landlord as an additional insured, and shall cover all risks incidental to Tenant's use of the Leased Premises and business in connection therewith.

b. Tenant, at its sole cost and expense, shall obtain fire and "all-risk" insurance in an amount equal to at least 100% of the full replacement cost of all Tenant's contents, inventory, furniture, furnishings, fixtures, equipment, and all other property removable by Tenant under provisions of this Lease, less any required standard co-insurance requirements, and the Tenant shall cause the Landlord to be named as an additional insured.

c. Tenant shall deposit with the Landlord certificates of all required insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately above, shall

provide that the same may not lapse or be canceled without at least ten (10) days' prior written notice to the Landlord.

d. Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises upon forms submitted to Tenant by Landlord for that purpose and shall, further, notify Landlord, immediately, of any such injury or accident.

19. ASSIGNMENT AND SUBLEASE. Tenant may sublease the Apartment without the prior written consent of the Landlord. Tenant may only assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, or sublet or assign the commercial portion of the Leased Premises to any other person, firm, corporation, or other entity other than Tenant with the written approval of Landlord. However, any such assignment or subletting must comply with any Promissory Note or Mortgage that may encumber the Property.

20. COVENANTS OF THE TENANT. Tenant covenants that it shall not do any of the following without the prior consent, in writing, of the Landlord:

a. Fail to observe a standard of reasonable care with regard to the repair, operation and maintenance of the Leased Premises, including adjacent property, stairs, parking lots, etc., so as to create or fail to abate any situation which poses a risk of injury to any person reasonably expected to come upon the same, or do or suffer to be done anything objectionable whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the building of which the Leased Premises is a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord, as additional rent, any increase of premiums on insurance carried by the Landlord on the Leased Premises, or any part thereof, or on the building of which the Leased Premises is a part, caused in any way by the occupancy of the Tenant or by its operation of a business within the Leased Premises, or by its employees.

b. Commit or suffer to be committed by any person any waste or nuisance upon the Leased Premises.

The Tenant agrees that it will do the following:

c. Keep the Leased Premises sufficiently heated to prevent freezing of water pipes and fixtures;

d. Do all things reasonably possible to prevent the filing of any mechanics, judgment, materialmen's or other liens against the Leased Premises or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services

or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Premises or any part thereof through or under the Tenant. If any such lien shall at any time be filed against the Tenant's interest in the Leased Premises or this Lease, the Tenant shall either cause the same to be discharged of record within twenty (20) days of the date of the filing of the same, or if Tenant, in its discretion and in good faith, determines that such lien should be contested, the Tenant shall furnish such security as shall be necessary or required to prevent any foreclosure against the Tenant's interest in the Leased Premises during the pendency of such contest. If the Tenant shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Landlord resulting from such default, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law. In the event a lien is placed on the Leased Premises based on Tenant's action or inaction, Tenant shall protect and indemnify Landlord against all loss, expense, or damage, including reasonable attorney's fees, resulting therefrom.

21. DAMAGE TO/DESTRUCTION OF PREMISES.

a. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity and the Leased Premises is not thereby rendered untenable *in whole or in part*, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable *only in part*, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the premises rendered untenable and any access or parking similarly rendered untenable. If, by reason of such occurrence, the Leased Premises shall be rendered *wholly untenable*, the rent, meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the property cannot be repaired within three (3) months from the date of such damage or access to the Leased Premises is prevented for such period, Tenant shall, at his option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise his option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs. If after due notice is given, the Tenant fails to exercise his option following substantial destruction of the Leased Premises within thirty-six (36) months of the end of the original term of this Lease, or if said destruction occurs within the last two (2) years of the term of this Lease, the Landlord may terminate the Lease with Tenant's consent, which consent shall not be unreasonably withheld.

b. If any such damage occurring to the Leased Premises, whether partial or complete, shall occur as a result of the fault or neglect of the Tenant, Tenant's

servants, employees, agents, business invitees, licensees, or subtenants, there shall be no apportionment or abatement of rent during the term of this Lease.

c. The foregoing provisions shall apply to any exercise of eminent domain, condemnation, taking or conveyance in lieu or in avoidance of same, as if it was a casualty. In the event any condemnation award is made, it shall inure to the benefit of the Landlord other than any amounts specifically attributable to Tenant's loss of business, rental loss or relocation costs.

22. TENANT'S PROPERTY.

a. The Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

b. The Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the Leased Premises by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. The Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which it forms a part. All property of the Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant and his subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

23. LANDLORD'S EXONERATION. Landlord shall not be liable for injury or damage to persons or property occurring within or upon the Leased Premises unless caused by or resulting from the negligence of Landlord or any of Landlord's servants, agents or employees acting within the scope of their employment.

24. INDEMNIFICATION. To the extent not covered by insurance, Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the Leased Premises, or the occupancy or use of the Leased Premises by the Tenant or its subtenants, agents, licensees, invitees, guests, customers, etc. or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invitees, contractors, customers, employees, or subtenants, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, employees, or servants.

25. TRADE FIXTURES. All trade fixtures installed by the Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before vacating the Premises. Any damage caused to the Leased

Premises as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to termination of this Lease shall become the sole property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

26. NOTICES. All notices, demands or other writing in this Lease provided to be given, made or sent by either party to the other shall be in writing and shall be validly given or made only if personally delivered with a receipt obtained from the person receiving the notice, or sent by certified United States mail, return receipt requested, or if sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or other delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner:

To Landlord:

Kampai RE Holdings, LLC
4020 West Lake Creek Drive, 1st Floor
Wilson, WY 83014
Email: ncross@bamfunds.com

To Tenant:

Kampai Holdings, LLC
175 Center Street
P.O. Box 12136
Jackson, WY 83001
Via email to: ncross@bamfunds.com

or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein. Additionally, the parties shall notify one another by e-mail.

27. SUBORDINATION. This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

28. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance of occupancy of the same constitutes Tenant's acknowledgment that there is in or about the said Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim

for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

29. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Leased Premises at any time during the term hereof; if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be encumbered to Landlord.

30. MAINTENANCE AND REPAIRS.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior and exterior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions. The Tenant shall perform regular service, routine maintenance, and general repairs. Tenant shall at Tenant's expense promptly remove all snow from the Leased Premises and shall remove snow from the roof of the building or buildings on the Leased Premises so often as is necessary to prevent the roof or roofs from leaking or collapsing or suffering structural damage.

b. Tenant shall repair, at its own expense, all damage or destruction of any plate or window glass in the Leased Premises and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Leased Premises or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be paid as, additional rent by Tenant.

c. Major repairs and replacement other than said regular service and routine maintenance shall be performed by the Landlord, unless the major repairs and replacements resulted from the Tenant's negligence to perform regular service and routine maintenance or resulted from any other act or omission of Tenant. Tenant is responsible for keeping the pipes from freezing.

31. DEFAULT.

a. If Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this Lease, or otherwise fails to comply with the terms and conditions of this Lease, or if a petition in bankruptcy or for an arrangement be filed by or against Tenant, or if Tenant be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on Tenant's part agreed to be performed, besides other rights or remedies it may have, if

such failure to pay rent or such other sum, or such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant, or in the event that it shall be necessary for Landlord to give Tenant three (3) notices of default within any lease year, then it shall be deemed a "default" for the purposes of this Lease and then Landlord may either terminate this Lease or re-enter the premises by summary proceedings or otherwise, remove all persons and property from the premises without liability to any person for damages sustained by reason of such removal, and re-let the Leased Premises at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable.

b. Landlord may then re-let the Leased Premises at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable. In such event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the Leased Premises and of any repairs and alterations necessary to prepare them for re-letting, less the rents received from such re-letting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid in their entirety on the first of the consecutive month on the date herein provided for the payment of rent.

c. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

d. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If the Tenant is in default, the Landlord may prevent removal of property from the Premises by any lawful means it deems necessary to protect its interest.

32. ATTORNEY'S FEES. If an action shall be brought to recover any rental under this Lease, of, for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the Leased Premises the prevailing party shall be entitled to recover from the other party a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. If any person not a party to this Lease shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant shall indemnify and save the Landlord

harmless from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by the Landlord in such action.

33. HOLDING OVER. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

34. WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any rent payment hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rent. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees or agents) may gratuitously make, or cause to be made, necessary repairs, maintenance, or snow and ice removal, whether on an intermittent basis, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may be necessary, nor do such actions constitute an acceptance by Landlord of the duty to do the same.

35. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war, pandemic, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

36. SURRENDER. The Tenant shall, on the last day of the term, or upon the sooner termination of the term of this Lease, peaceably and quietly surrender the Leased Premises to the Landlord, in a clean and orderly condition and any new buildings, structures, replacements, additions, or improvements constructed, erected, added or placed thereon by the Tenant shall be in as good condition and repair as when they were completed, with the natural wear and tear thereof excepted. The Tenant may at any time prior to or upon the termination of Lease or any renewal or extension thereof remove from the Leased Premises all trade fixtures and other personal property of the Tenant provided that such property is removed without substantial injury to the Leased Premises. Any such property not removed, shall, at the option of the Landlord, become the property of the Landlord.

37. TIME OF THE ESSENCE. Time is of the essence in this Agreement, and of each and every covenant, term, condition and provision hereof.

38. CONSTRUCTION OF LEASE. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for or against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular, and the neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant, or condition herein contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

39. BINDING EFFECT. All of the terms, conditions, and covenants of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.

40. REPRESENTATIONS. This Lease embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Lease shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Lease.

41. EXCULPATION CLAUSE. In addition to any other provisions hereof regarding the exoneration or indemnification of Landlord, Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or in the obligation or liability arising therefrom or in connection therewith, Tenant shall look solely to the insurance coverage or the equity of the Landlord or the then owner of the Leased Premises for the satisfaction of any remedies of Tenant in the event of any claimed breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

42. LAW; JURISDICTION; AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wyoming, without giving effect to the conflict of law principles thereof. The parties also agree that the proper forum for any litigation arising under the terms of this Agreement shall be the state courts of the State of Wyoming, Ninth Judicial District. In the event Landlord should bring an action under the forcible entry and detainer law, the Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any right to a jury

trial and agrees that it will not demand a trial by jury in such event.

43. EXECUTION. This Lease may be executed in counterparts, each of which shall be an original. Electronic signatures, as well as signatures by scan or facsimile are deemed valid.

IN WITNESS WHEREOF, the parties have executed this agreement as indicated below, but shall be effective on the year and date first above-written

LANDLORD:

Kampai RE Holdings, LLC

By:



Natalie Cross, Authorized Signatory

TENANT:

Kampai Holdings, LLC

By:



Natalie Cross, Authorized Signatory

**KAMPAI HOLDINGS LLC
CERTIFICATE OF AUTHORITY**

I, Dmitry Balyasny, being the Managing Member of Kampai Holdings LLC ("Kampai"), a limited liability company duly organized and validly existing under the laws of Delaware, and having its place of business at 4020 W. Lake Creek Drive, 1st Floor, Wilson, WY 83014 ("Balyasny"), in the name and on behalf of Kampai, hereby:

(a) represent, and warrant that I am a duly authorized representative of Kampai and am authorized to execute this Certificate on behalf of Kampai;

(b) certify that below is a true, complete and correct copy of the written consent (the "Consent") duly adopted by me, as of November 13, 2020, which Consent has not been amended, modified, revoked or rescinded since its adoption to and including the date hereof;

RESOLVED, that, the persons listed below be, and hereby are, deemed to be authorized signatories of Kampai, each individually authorized to execute such agreements and documents as may be necessary to operate Kampai, including, but not limited to, documents related to the opening of bank accounts, utilities accounts and related operating accounts, as well as documents effecting the transfer of funds on behalf of Kampai; provided that such authorized person is carrying out the policy decisions of the Managing Member and provided further that for transfers of funds in excess of \$20,000, the signature of Natalie Cross or Dmitry Balyasny shall be required. This current version supersedes all previous versions and prior lists:

Natalie Cross

Chris Massad

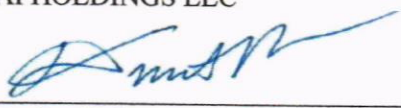
(c) certify that the table below sets forth the authorized signatories of Kampai and their respective specimen signatures.

AUTHORIZED PERSONS

NAME	TITLE	SIGNATURE
Natalie Cross	Authorized Signatory	
Chris Massad	Authorized Signatory	

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority on this 13th day of November, 2020.

KAMPAI HOLDINGS LLC

By: 
Name: Dmitry Balyasny

**KAMPAI RE HOLDINGS LLC
CERTIFICATE OF AUTHORITY**

I, Dmitry Balyasny, being the Managing Member of Kampai RE Holdings LLC ("Kampai"), a limited liability company duly organized and validly existing under the laws of Delaware, and having its place of business at 4020 W. Lake Creek Drive, 1st Floor, Wilson, WY 83014 ("Balyasny"), in the name and on behalf of Kampai, hereby:

(a) represent, and warrant that I am a duly authorized representative of Kampai and am authorized to execute this Certificate on behalf of Kampai;

(b) certify that below is a true, complete and correct copy of the written consent (the "Consent") duly adopted by me, as of November 19, 2020, which Consent has not been amended, modified, revoked or rescinded since its adoption to and including the date hereof;

RESOLVED, that, the persons listed below be, and hereby are, deemed to be authorized signatories of Kampai, each individually authorized to execute such agreements and documents as may be necessary to operate Kampai, including, but not limited to, documents related to the opening of bank accounts, utilities accounts and related operating accounts, as well as documents effecting the transfer of funds on behalf of Kampai. This current version supersedes all previous versions and prior lists:

Natalie Cross

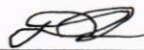
(c) certify that the table below sets forth the authorized signatories of Kampai and their respective specimen signatures.

AUTHORIZED PERSONS

NAME	TITLE	SIGNATURE
Natalie Cross	Authorized Signatory	<u>Natalie Cross</u>

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority on this 19th day of November, 2020.

KAMPAI RE HOLDINGS LLC

By: 
Name: Dmitry Balyasny
Title: Managing Member

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

Page 1 of 2

STAFF REPORT



Meeting Date:	4/12/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Application for Restaurant Liquor License – Alpine Hotel Partners 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.

The town clerk received an application for a restaurant liquor license by Alpine Hotel Partners LLC. This is for the restaurant operation located inside The Alpine House. The Alpine House currently provides breakfast for their guests. Beginning in June, they are expanding their dining experience to include dinner and wish to offer alcohol along with. Alcohol service areas would include the dining room and on the adjacent deck/patio.

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 \$1514 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 Alpine Hotel Partners LLC for the license year beginning April 12, 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. The Clerk shall not issue the liquor license until all required town permits and licenses have been obtained.
2. 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: \$ 1514.00 Local License # _____
mths 12 Prorated Fee: \$ _____ Date filed with clerk: 3/18/2021
Transfer Fee: \$ _____ Advertising Dates: (2 Weeks) 3/24 & 3/31
Publishing Fee: \$ 100.00 **Hearing Date:** 4 / 12 / 2021

License Term: 4 / 12 / 2021 through 3 / 31 / 2022
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: Alpine Hotel Partners, LLC

Trade/Business Name (dba): The Alpine House

Building to be licensed/Building Address: 285 Greenwood St.
Number & Street

Corrected 4-1-21 Jackson WY 83001 Teton
L.S. / 6B P.O. Box 4211 City State Zip County

Mailing Address: 342 Court St., Floor 2 Jackson WY 83001
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 739-1570 Fax Number: () N/A

E-Mail Address: info@alpinehouse.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 21, Block 1, original Townsite Zoned CR-2 Commercial Residential-2

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION ☐ TRANSFER OWNERSHIP FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) ☒ CITY OF: JACKSON ☐ COUNTY OF: _____ ☐ ASSIGNMENT LETTER ATTACHED	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☒ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
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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
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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 Days of Week (e.g. Mon through Saturday) Hours of Operation (e.g. 10am to 2am)
from _____ to _____ from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) **OWN** the licensed building? ☒ YES (own)

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

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

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

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

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

Corrected 4-1-2021
per L.S. / SPB

See enclosed "Hotel Management Agreement"

☒ 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 DO NOT LIST PO BOX	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 ☐
				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 DO NOT LIST PO BOX	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?
						YES ☐ NO ☐	YES ☐ NO ☐
Note: No one owns more than a 10% interest, and there are no officers or directors. I'm including the signatory's information.						YES ☐ NO ☐	YES ☐ NO ☐
Erik Warner				6	7%	YES ☐ NO ☒	YES ☐ NO ☒
There are no officers or directors for this LLC - Laurie Stern / SPB 3-18-2021						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): 4'5" x 5' Room locatedSouth of the dining room ON WEST WALL OF BLDG

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

☒ YES ☐ NO

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

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

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

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

☐ YES ☐ NO

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

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

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- N/A ☐ 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).
- N/A ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

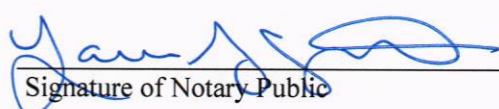
Signed and sworn to before me on this 14th day of March, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>Erik A. Warner</u> (Printed Name)	<u>Managing Member</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)


Signature of Notary Public

My commission expires: 4/30/2022

March 5, 2021

Alpine Hotel Partners, LLC
372 Court Street, Floor 2
Brooklyn, NY 11231

Re: Verification Letter

Dear Sirs,

Alpine Hotel Partners, LLC has requested that we furnish this letter on their behalf for your informational purposes only. This does not represent a bank statement, which provides an official record of an account.

Alpine Hotel Partners, LLC has maintained accounts with Citibank, N.A. through Citi Private Bank since December 8, 2020. To date, Alpine Hotel Partners, LLC has met all of their obligations with Citi Private Bank.

This is a strictly confidential response to a request. No responsibility or liability, in any way, is to attach to this bank or any of its officers for your reliance on this letter. The value of any securities is given as a mere matter of opinion. Furthermore, no offer or solicitation on our part with respect to the sale or purchase of any securities is intended or to be implied.

If you have any questions regarding their banking relationship with us, please do not hesitate to contact me at 1-617-717-9034.

Sincerely,

Digitally signed
by mr36606
Date: 2021.03.05
12:43:25 -05'00'

Mark J. Renna
Associate Banker

**INVESTMENT PRODUCTS: NOT FDIC INSURED*NOT BANK
GUARANTEED* MAY LOSE VALUE**

"Citi Private Bank" is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. In the U.S., brokerage products and services are provided by Citigroup Global Markets Inc. ("CGMI"), Member SIPC. CGMI and Citibank, N.A. are affiliated companies under the common control of Citigroup.

Citi and Citi with Arc Design are trademarks and service marks of Citigroup Inc. or its affiliates.



SHED

MECH.
(E) 8'-0"

PANTRY
(E) 8'-0"

DISHWASH
AREA
(E) 8'-0"

OFFICE
(E) 8'-0"

CHECK-IN
(E) 8'-0"

KITCHEN
(E) 8'-0"

OPEN TO
ABOVE

DINING
(E) 8'-0"

WAIT AREA

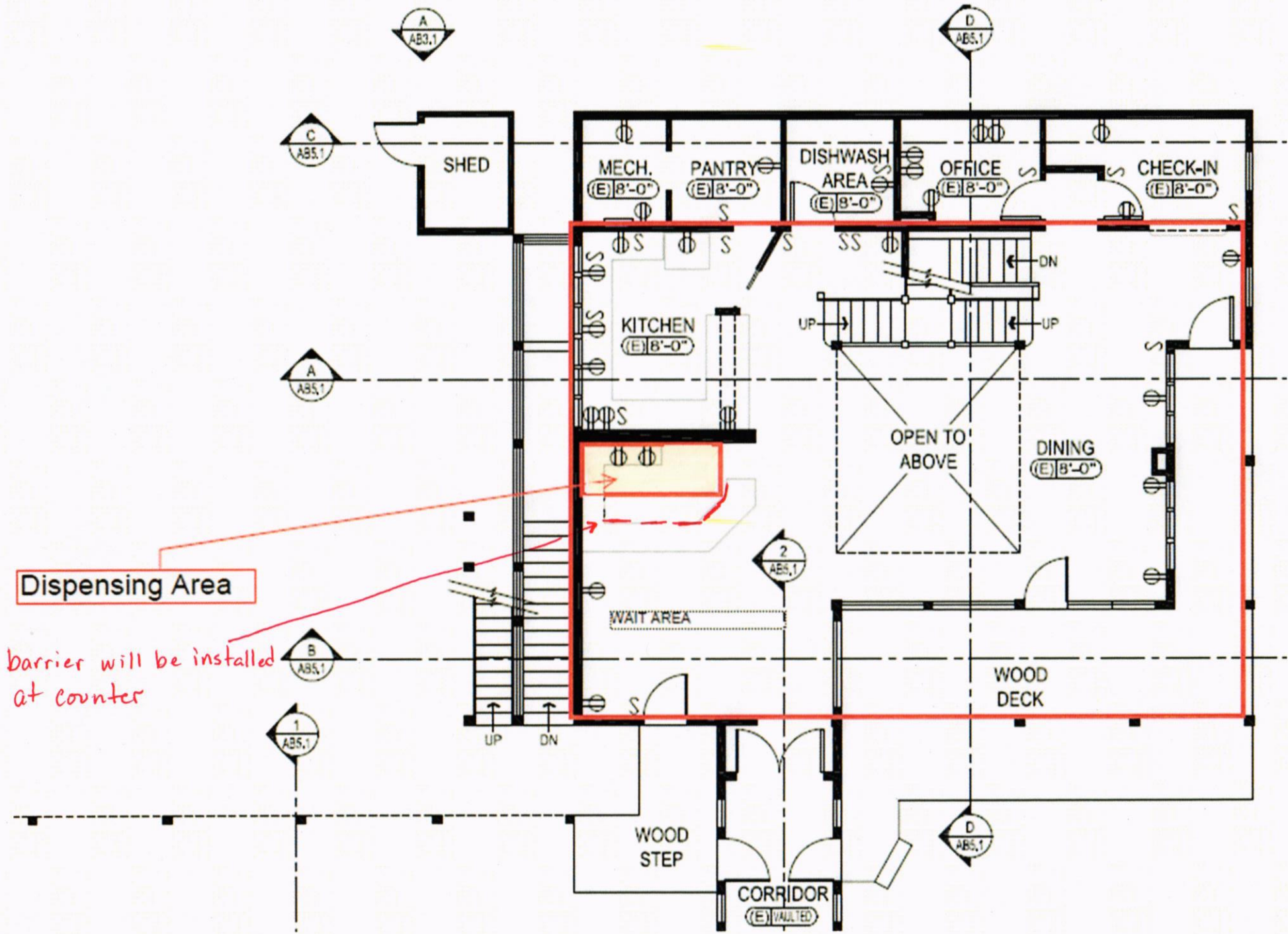
WOOD
DECK

WOOD
STEP

CORRIDOR
(E) VAULTED

Dispensing Area

barrier will be installed
at counter



APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$100.00 Initial Fee; \$50.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only		
LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH
LICENSE APPLICATION INFORMATION (to be completed by applicant)		
Type of Application: ☐ New ☐ Change of Location ☒ Change of Owner	If change of owner or location, previous establishment name/location: 	
Trade/Business Name (dba): <u>Alpine House</u> Physical Address: <u>285 Glenwood St,</u> City: <u>Jackson</u> State: <u>WY</u> Zip: <u>83001</u> Mailing Address: <u>PO BOX 486</u> City: <u>Jackson</u> State: <u>WY</u> Zip: <u>83001</u> Business Phone Number: <u>(307) 739-1570</u> Email: <u>Rani@Anvilhotel.com</u> Applicant Name: <u>Alpine Hotel Partners, LLC</u> Will a Liquor License Be Applied For? ☐ Yes ☒ No Person in Charge on Site Phone: <u>Rani Carr</u> Fax: _____		
Name of Owner: <u>Erik Warner</u> Name of Company (if applicable): <u>Alpine Hotel Partners, LLC</u> Parent Company (if applicable): _____ Address: <u>372 Cart Street, Floor 2</u> City: <u>Brooklyn</u> State: <u>NY</u> Zip: <u>11231</u> Owner Phone Number: _____ Form of Organization: ☐ Individual ☐ Co-Op ☐ Corporation ☐ Partnership ☒ LLC ☐ Non-Profit ☐ Other Entity _____		
INDICATE WHERE TO MAIL RENEWAL FORMS ____ (1=ESTABLISHMENT; 2=OWNER)		
Type of Establishment (please check applicable box) ☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution ☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor ☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility ☐ Manufactured Food Processor; Type of Food: _____		
I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.		
SIGNATURE OF APPLICANT	<u>1.28.21</u> DATE	APPROVING OFFICIAL
Make Checks Payable to: WYOMING DEPARTMENT OF AGRICULTURE CONSUMER HEALTH SERVICES SECTION 2219 CAREY AVE. CHEYENNE, WY 82002 (307) 777-7211 State Relay Service at 7-1-1 or 1 800 877-9965		Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet. Teton COUNTY

The Alpine House
Winter Dinner Menu A/B/C/D (four alternating menus)
Set 3 Course ++

Menu A

Canape:

Roasted Squash Tartelette

**Warm Teton Full Circle Farm Potato and Leek
Soup (poured Tableside)**

*Crème Fraiche, Potato Crisps, American
Sturgeon Caviar*

Dry Aged Prime American Ribeye

*Canewater Farm's Greens, Yorkshire Pudding,
Sauce Bordelaise*

Intermezzo:

Spiced Pear Sorbet

Warm Apple Tart

Salted Caramel Sauce and Vanilla Ice Cream

Menu B

Canape:

Crispy Salmon Skin with Chive and Crème
Fraiche

Seared Foie Gras and Hamachi Sashimi

Pickled Radish and Sauce Gastrique

Roasted Green Circle Farm Chicken

*Grilled Mushrooms, Potato Puree and Fines
Herb Sauce*

Intermezzo:

Red Wine Sorbet

Chocolate Gateau

Blood Orange Sauce and Pistachio Crumble

Menu C

Canape:

Warm Sunchoke Velouté with Sumac

Wild King Salmon Tartare

*Grain Mustard, Sourdough Cracker and Frisee
Salad*

Colorado Lamb Loin

Roasted Winter Squash, Black Garlic Sauce

Intermezzo:

Blood Orange Sorbet

Banana Foster Souffle

Caramel Sauce and Banana Ice Cream

Menu D

Canape:

Marinated Hamachi with Miso and Chili

Ricotta Cavatelli

Fresh Black Truffle and Parmigiana Reggiano

Coulibiac of King Salmon

*Winter Greens, Pommes Dauphinoise, Red Wine
Butter*

Intermezzo:

Raspberry Sorbet

Pavlova of Exotic Citrus

Vanilla Chiffon, Chamomile Emulsion and Mint



Plan of Operation

Liquor License Application

Type: Restaurant

Applicant: Alpine Hotel Partners, LLC

DBA: The Alpine House

*Prospective Opening: June 1, 2021

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

The Alpine House is a hotel with a restaurant space that currently serves complimentary (included in their

room rate) breakfast to hotel guests. The operation would be expanded to serve complimentary (included in their room rate) dinner and beer, wine, spirits to our in-house guests in the main lobby, sitting in the dining room, and outdoor wooden deck. The operation would be operated by Sightline Hospitality who also manages the nearby Glorietta Trattoria. The business offering would initially be offered to guests staying at the hotel only.

What type of alcoholic beverages will be available to customers?

Liquor, Beer, and Wine

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

Guests will order directly from their server based upon a menu presented to a guest. The server will ask for proper identification to verify that the guest is over the age of 21. The server will then input the order into a Property Management System. The server will then have the drink created in the dispensing area, in accordance with SOP's and training. The server or will then deliver the beverage to the guest who ordered the beverage. If a guest would like a check for items above what is covered in their room rate, a check generated from the Property Management System will be presented at the completion of the service to obtain payment, or, in the most likely outcome, any additional costs, ie upgrade to a truffle topping on a dish, will be placed on the room bill. A guest will be provided with a copy of the receipt at the table if requested or at check out when they leave the property.

What is the official building capacity? 26 per initial architectural drawings for the building that features the dining room.

Do you plan to serve alcohol outside on a deck or patio? Yes, on a wooden deck. The deck is enclosed with a large yard and fence and set back from the street

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

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

There are two doors that open directly onto the wood deck from the dining room. There is a large yard and fence that separates the deck and the sidewalk

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

This will be enforced by employees of The Alpine House. Signage would help support these efforts as

required. Servers will remind guests that alcohol is only permitted on premises.

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

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Erik Warner	Manager of the Alpine Hotel Partners LLC	ewarner@eaglepointhotels.com
2)	Rani Carr	General Manager	rani@anvilhotels.com
3)	Stephan Bogardus	Corporate Executive Chef	sbogardus@thehalyardgreenport.com

Prepared by: Erik Warner

Date: 3/18/2021

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 **Alpine Hotel Partners, LLC**

Filing ID **2020-000960792**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Status

Current

Standing - Tax

Good

Standing - RA

Good

Standing - Other

Good

Sub Type

Formed in **Wyoming**

Filing Date

11/24/2020 3:11 PM

Term of Duration **Perpetual**

Delayed Effective Date

Inactive Date

Principal Address

215 North Cache
215 North Cache
Jackson, WY 83001

Mailing Address

372 COURT STREET - FLOOR 2
BROOKLYN
BROOKLYN, Kings 11231

Registered Agent Address

FRONTIER REGISTERED AGENCY SERVICES LLC
270 W Pearl Ave Ste 103
PO Box 2554
Jackson, WY 83001

Parties

Type Name / Organization / Address

Organizer **Erik Warner 372 COURT STREET - FLOOR 2, Brooklyn, NY 11231**

Notes

Date Recorded By Note

Annual Report History

Num Status Date Year Tax

STAFF REPORT



Meeting Date:	4/12/2021	Meeting Title:	Regular
Submitting Department:	Clerk	Presenter:	Sandy Birdyshaw
Agenda Item:	Process for Applying for a Retail & Bar & Grill Liquor License	Public Comment:	Yes

Purpose & Policy Considerations.

To open the application process for liquor licenses held by the Town.

Requested Action.

1. To accept the process and application packet
2. To direct staff to proceed according to the process.

Background.

On March 15, 2021, the Town Council provided direction to staff to revise the application packet. The Council was in general agreement on the overall process and timeline.

Process for Accepting Applications.

1. MARCH 15 – COMPLETED Council determines what information they want to review in the application packet.

- a. Application packet includes:
 1. Welcome letter
 2. Checklist
 3. Liquor License Application (State form)
 4. Business Information / Plan of Operations
 5. Affidavit of Authorization & Understanding
 6. Wyoming Liquor Division contact information

2. APRIL 12 – TODAY, IF READY. Council opens application process by directing staff and setting dates.

- a. *For example.* In April, or at a meeting that is 2-3 weeks prior to the proposed application opening date, the Council would open the application process for the number and type of licenses by making a motion.

The suggested motion could be, **“to direct the Town Clerk to provide notice to the public that application packets for [number and type of] liquor licenses will be available on May 3rd and further direct the Clerk to accept those completed applications between June 1 and June 15. After June 15, staff is directed to not accept applications for retail and bar & grill licenses until further notice. I further move that special meetings be set during the last two weeks of July to conduct public hearings on those applications.”**

- i. Making the motion in advance of having the packets ready, would allow the Town Clerk time to prepare a special application packet including instructions and materials required for a complete application.
- ii. This also allows time for those who may be interested to be thinking about their business plan, to obtain required bank letters, lease commitments, etc., so they can submit a complete application during the specified time.
- iii. Public notice would include the how and when applicants may apply, timeline, cost, required materials, incomplete applications will be returned, state and local liquor regulations, etc.

- a) Public notice would be given via website, email distribution lists, social media, and newspaper ads
 - iv. On May 3rd, the application packet would be available to download from the website or paper copies from the Town Clerk.
 - v. The motion would close the open application period, so it does not stay open indefinitely.
 - vi. Setting the time frame for public hearings well in advance would be advantageous to those applying. Once we know how many applications we have, the specific meeting date will need to be determined for the legal notice.
3. MAY 3. Application Packets are made available from our website and town clerk.
4. JUNE 1- 15. Applications are accepted M-F, 8-5pm.
- a. Town clerk reviews each for completeness and works with applicant to complete, if needed.
5. JUNE 30-JULY 7. Required Legal Publishing.
- a. Town clerks sends a list of applicants to the newspaper for 2-week legal publishing. Applicants bear this cost (\$50 each). The legal publishing must include the hearing date.
6. JUNE 16-30. Town clerk scans and distributes applications.
- a. to Wyoming Liquor Division to be certified complete (they have 10 days)
 - b. to Planning, Building, Police, Fire, and Attorney for departmental review and comment
 - c. to the Town Council to begin reviewing (before the staff report)
7. JUNE 28-30. Schedule applicant presentations.
- a. Town clerk works with applicants to schedule 10-15? minute presentation / interview during the *last-2-weeks* of July special meeting(s).
8. JULY 7-16. Town clerk prepares staff report including departmental reviews and the presentation schedule.
9. JULY 20-30. Special Town Council meeting(s) are held during the last 2 weeks of July.
- a. to hear protests and public comment
 - b. to spend 10-15 minutes with each applicant to discuss their plan and hold Q&A.
 - c. date(s) to be determined when we know how many applicants there are.
 - d. This could be a lengthy meeting, or held over multiple days depending on the number of applicants.
10. Options then available for Town Council.
- a. to take action at that meeting
 - b. to set another special meeting to have more time with all, or only certain applicants
 - c. to approve, to reject all applications, to continue the matter, or to provide other direction
11. After the Council takes action, Town clerk:
- a. notifies the State of the approvals and denials
 - b. return license fees to those denied
 - c. deposit license fees to those approved
 - d. print certificates and issue licenses as appropriate

Summary of a 4-month timeline:

April 12

Motion to open process

3 weeks before apps available

May 3	Applications made available	1 ½ months before apps accepted
June 1-15	Applications Accepted, then closed	a 2-week period, then closes
June 16-30	Dept review, WLD certification, copy to Council	10 days
Jun 30, Jul 7	Legal Publishing	2 weekly newspapers
July 7-16	Staff Report Packet to Council	7-14 days before hearing
July 20-30	Special Meeting(s) for presentations/hearing	as determined by Council
August 2	License effective date of August	= 8-month prorated fee \$1000

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.

The liquor license will generate an undetermined amount of sales tax revenue. Revenue for the Town would initially be a prorated amount of the \$1,500 annual fee. Upon renewal the full \$1,500 fee for each license would be deposited.

Staff Impact.

Significant. Staff impact for the town clerk includes approximately 3 hours to prepare a custom application packet conveying the information that the Town Council wishes to review. And then approximately 2-3 hours per application to review, work with the applicant to complete the application package, scan and distribute, provide legal notice, review follow-up, working with the Wyoming Liquor Division, communication, working with departments during review, scheduling applicants for the meeting, providing a complete staff report, presenting to Council, preparing letters and returning fee checks or depositing them, if any are approved printing and issuing the license, and final filing of the applications.

Plus, impact to other reviewing departments including Planning, Building, Police, Legal, and Fire. For estimation purposes, should the Town receive a total of 15 applications, impact to staff time would be approximately 48 hours.

This would also impact Wyoming Liquor Division agents who review and certify each application. Any approved licenses would be included in the Police Department's future compliance visits.

Attachments or Links.

Application Packet.

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

I move to direct the Town Clerk to provide notice to the public that application packets for 2 RETAIL and 1 BAR & GRILL liquor license will be available on May 3rd and further direct the Clerk to accept those completed applications between June 1 and June 15. After June 15, staff is directed to not accept applications for retail or bar & grill licenses until further notice. I further move that staff work with the Mayor to set special meetings as necessary during the last two weeks of July to conduct public hearings for applications received.

TOWN CLERK
LYNSEY LENAMOND
733-3932 x 1113

**APPLICATION PACKET
FOR NEW RETAIL OR BAR & GRILL LIQUOR LICENSE
MAY 2021**

This is a special packet designed for applications for the Retail and/or Bar & Grill liquor licenses held by the Town of Jackson.

1. Welcome letter *(information)*
2. Checklist *(information)*
3. **Liquor License Application** (4 pages, print on 8.5 x14 paper) *(must return)*
4. **Business Information / Plan of Operations** *(must return)*
5. **Affidavit of Authorization and Understanding** *(must return)*
6. Contact information for Wyoming Liquor Division *(information)*

The State of Wyoming amended Title 12 – Alcoholic Beverage laws that will be effective July 1, 2021. It is your responsibility to obtain, read, and understand those statutes.

The Town Council is amending Title 6 of the Jackson Municipal Code to mirror the State's changes.

Please call and make an appointment if you wish to have assistance in completing this application packet.

**The complete application and all required documents are due back
to the Town Clerk before 5:00 p.m. on Thursday, July 15.**

Helpful Information for First-Time Licensees

Once a liquor license is issued, it is valid for the remaining time left in the current liquor license year. A liquor license year begins on April 1st and ends on March 31st.

Renewal application packets are generated by the Town Clerk and are mailed approximately five months (in October) before the license expires.

Please remember that if any of the following occur, you must report the new information to the Town Clerk's office for an administrative update:

- o Changing your doing business as (dba) name
- o Changing the members of the Corporation, LLC, etc. who are listed on the application
- o Changing the amount of stock held by members
- o Changing the Plan of Operations submitted with your new license application

Some changes require the Town Council's approval. Inform the Town Clerk if you want to change your dispensing area, begin outdoor service on a deck, or transfer the ownership or your location.

A new application is required to change:

- o The applicant, or owner's name (even if just moving from, say an individual to an LLC)
- o Change the address or location of the liquor license
- o If selling the business and transferring the liquor license to a new owner

It is also important to remember that licensees must hold possession of the licensed premises for the entire licensed period by means of a lease, assignment of lease, or a deed.

Contact information:

Town Clerk's office 307-733-3932 x1113
PO Box 1687
150 East Pearl Avenue
Jackson WY 83001

Wyoming Liquor Division 307-777-6449 or 777-7233
Cheyenne WY

Lynsey Lenamond
307.733.3932 x1113

May 3, 2021

Re: Open Application Period for Retail and Bar & Grill Liquor License

The Town Council is accepting applications from qualified candidates for a retail liquor license or a bar and grill liquor license. Please complete this application packet in full and submit original documents to the Town Clerk between June 1 to June 15.

Late or incomplete applications will not be accepted.

The Town Council will set special meetings in mid-to-late July to speak with you about the application. Further information will be made available closer to that time.

Please note that information contained in the application packet will be public record. Any request we receive will be reviewed by the legal department for redaction of personal information.

Should you have any questions or need further information, please do not hesitate to contact me at (307) 733-3932 extension 1113.

Sincerely,

Town Clerk

Summary Timeline of application process:

April 12	Council directs to start process	3 weeks before apps available
May 3	Applications made available	1 ½ month before apps accepted
June 1-15	Applications accepted, then closed	a 2-week period, then closes
June 16-30	Dept review, WLD certification, copy to Council	10 days
Jun 30, Jul 7	Legal Publishing	2 weekly newspapers
July 7-16	Staff Report Packet to Council	7-14 days before hearing
July 20-30	Special Meeting(s) for presentations	as determined by Council
August 2	Potential license effective date	= 8-month prorated fee \$1000



CHECKLIST: New Retail or Bar & Grill Liquor License

The following must be submitted:

1. Original Application printed on 8 ½ x 14, legal-sized paper.
2. All required signatures and notarized:
Individual: ALL Partners: ALL Club: Two (2) Officers LLC: One (1) LLC member
Corporation: Two (2) corporate officers or directors except if all the stock of the corporation is owned by only one (1) individual then that individual may sign and verify.
3. Original Affidavit of Authorization / Understanding signed and notarized for each person who signed the application.
4. A Financial Statement indicating condition and stability of the applicant, or a letter from the bank stating the applicant has an active account and is in good standing. The name of the bank account must be the same as the applicant's name on the liquor license application.
5. If the property is leased, a copy of the current lease that goes through the full liquor license year (April 1 to March 31). The name on the lease must match the applicant's name on the liquor license application. The lease must contain language that permits the sale and service of alcoholic beverages on the leased premises.
6. A copy of the floor plan (11 x 17 or smaller) indicating the place of sale and service of alcohol.
 - a) Alcohol may be served on outside decks, patios, or porches only if specifically approved by the Town Council. The area must be an immediately adjacent fenced or enclosed area to the licensed building. If you intend on serving outside, include this description in your Plan of Operations and show on the floor plan.
7. Bar & Grill (only) liquor applications:
 - a) Attach a copy of your valid food service permit or the application for a food service permit. Food service permits may be obtained by contacting Teton County Environmental Health at 732-8490.
 - b) Include a copy of the full printed food menu.
8. The Business Information / Plan of Operations form. Use this form to describe your business and its operations.
9. Two separate checks made payable to Town of Jackson.
 - o \$100 to cover publishing fees (this check will be deposited immediately).
 - o \$1,000 for Retail or \$1,009 for Bar & Grill license fee. This fee is prorated for 8 months (August). (this check will be held until the application is approved by the Town Council, or returned if application is denied)

Submit Original Applications between June 1 – June 15 to:

Town of Jackson, Town Clerk
PO Box 1687, 150 East Pearl
Jackson, Wyoming 83001

Phone: 307-733-3932 ext. 1113
Email: llenamond@jacksonwy.gov
Website: www.jacksonwy.gov

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: \$_____.

mths_____

Prorated Fee: \$_____.

Transfer Fee: \$_____.

Publishing Fee: \$_____.

Local License # _____

Date filed with clerk: ____/____/____

Advertising Dates: (2 Weeks) _____ & _____

Hearing Date: _____/_____/_____

License Term: ____/____/____ through ____/____/____
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: _____

Trade/Business Name (dba): _____

Building to be licensed/Building Address: _____
Number & Street

City State Zip County

Mailing Address: _____
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (____) _____ Fax Number: (____) _____

E-Mail Address: _____

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

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

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

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

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

If not full time, specify:
Months of Operation Days of Week (e.g. Mon through Saturday) Hours of Operation (e.g. 10am to 2am)
from _____ to _____ from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(1) OWN the licensed building?

☐ YES (own)

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

☐ YES (lease)

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

(A) Lease expiration date _____, located on page____paragraph____of lease.

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☐ NO

If "YES", explain:

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						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)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. w.s. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) ☐ YES ☐ NO
(Requires authorization to sell license with the Liquor Division)

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?

☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?

☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?

☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?

☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?

☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?

☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application?

☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

☐ YES ☐ NO

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this ____ day of _____, 20____ that the facts alleged in the foregoing instrument are true by the following:

1)	_____ (Signature)	_____ (Printed Name)	_____ 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:

Signature of Notary Public

(SEAL) My commission expires:_____



Business Information / Plan of Operation

Type of Liquor License:

☐ Retail ☐ Bar & Grill

Name of Applicant: _____

Tell us about your business.

For established businesses:

When did your business open?

Are you open year-round?

If not, provide when and how long you are closed (off-season).

Provide your annual sales tax payments for the last three years.

2020 =

2019 =

2018 =

What is the percentage of your employees who live locally? (includes surrounding communities)

Describe how you are involved with Environmental & Public Health related to COVID-19.

Provide the number of parking spaces your business has (excluding street parking).

Are you located near a bus stop or pathway system?

Have you been involved with community events or public service? Describe.

For new businesses:

What is the projected opening date for your business?

Will you be open year-round?

If not, provide when and how long you will be closed (off-season).

What are your total sales projections for the next 3 years?

1st year of operation =

2nd year of operation =

3rd year of operation =

Will you hire locally (includes surrounding communities)?

How will you be involved with Environmental & Public Health related to COVID-19?

Provide the number of parking spaces your business will have (excluding street parking).

Will you be located near a bus stop or pathway system?

What are your plans for community involvement or public service?

All Applicants.

Describe your company structure and leadership team.

Describe the nature of your business.

Describe products to be provided (including alcohol).

Describe your target market.

What is the official building capacity?

Describe frequent events or gatherings held on your property or will be held.

You will be selling a product with high addiction; how will you be involved in the community to address that?

Describe the process for customers to order alcohol and how it is delivered.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area.

If so, describe the physical characteristics of the outside area.

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

Prepared by:

Date:



Department of Revenue
Liquor Division
6601 Campstool Road
Cheyenne, WY 82002

www.eliquor.wyoming.gov

Dan Noble, Department of Revenue Director

Greg Cook, Liquor Division Administrator

Liquor Division Regulatory Section

Tom Montoya, Chief Agent	307-777-6453
Kelly Hunt, Sr. Compliance Agent	307-777-6449
Jason Allen, Agent	307-777-6255

The regulatory personnel at the division will be the licensing authority's primary contact for any liquor law questions.

STAFF REPORT



Meeting Date:	April 12, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Paul Anthony
Agenda Item:	Item P21-031: Request for a Fee Waiver at the property addressed at 440/430 W. Kelly Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The applicant, Jacob Roller, 440 W. Kelly Partners LLC, has requested that the Town Council waive the \$8,228.25 building permit review fee associated with the development of a 12-unit, deed-restricted condominium project located on the Town's property at 440/430 W. Kelly Avenue. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code Section 15.04.090.

Requested Action.

The applicant, Jacob Roller of 440 W. Kelly Partners LLC, is requesting a waiver of the \$8,228.25 building permit review fee associated with the development of a 12-unit, deed-restricted condominium project located at 440/430 W. Kelly Avenue.

Recommendations.

The Planning Director recommends approval of the request to waive the \$8,228.25 building permit review fee.

Background.

Pursuant to Ordinance 939 the Town Council may reduce, defer, or waive building permit review fees upon the request of an applicant 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 receives public funding.*
- 2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.*

Should Town Council make the determination that this proposal meets one of the two criteria described above, a motion has been provided below for the waiver of the fees.

General Description of Project

The Jackson/Teton County Housing Department has contracted with developer 440 W. Kelly Partners, LLC, to develop a 12-unit affordable housing project located at 440/430 W. Kelly Avenue. The applicant has submitted a building permit and is requesting that the building permit review fee of \$8,228.25 be waived (this does not include any water/sewer fees that cannot be waived). The Town has donated two lots to the project at no cost to the developer, thus this project will receive public money consistent with criterion #1 in Ordinance 939.

Analysis, Comprehensive Plan & Priority Alignment.

Approval of this fee waiver request would be consistent with the following Comprehensive Plan goals:

Policy 5.4.b: Avoid regulatory barriers to workforce housing

Policy 5.4.d: Provide incentives for the provision of workforce housing

Also, given that the subject project is a public/private partnership using public money, requiring the developer to pay fees back to the Town is arguably not consistent with the Town's desire to provide incentives to create workforce housing.

Alternatives (Optional).

N/A

Fiscal Impact.

The loss of \$8,228.25 to the Building Department.

Staff Impact.

Staff impact was typical of a project this size which included review of this proposal and writing this report.

The total estimated time was 1 hour.

Attachments or Links.

Department Reviews

Applicant Submittal

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

I move to **approve** a request from 440 W. Kelly Partners LLC, to waive the \$8,228.25 building permit review fee for the 12-unit, affordable housing project located at 440/430 W. Kelly Avenue.

From: Jacob Roller <jacob@jrollerdevelopment.com>
Sent: Wednesday, February 10, 2021 2:45 PM
To: Kelly Sluder <KSluder@jacksonwy.gov>; Paul Anthony <panthony@jacksonwy.gov>
Cc: Ruben Caldwell <ruben@postcompany.co>; April Norton <aprilnorton@jacksonwy.gov>; Tyler Sinclair <tsinclair@jacksonwy.gov>
Subject: 440 Kelly - Request for building permit fee wavier

Hi there, Kelly and Paul.

Please consider this email a formal request for Building Permit fee to be waived for the deed restricted workforce housing project at 440 E Kelly Avenue, per **Ord. 770 § 4, 2004**.

As I understand it, our building permit is ready for final approval and issuance, but has yet to be issued. Please let me know any questions or concerns.

Thank you,

Jacob Roller
440 Kelly Partners LLC

Building

WAIVER OF FEES 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 receives public funding. 2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community. Such requests shall be submitted, for action by the Town Council, to the Building Official within 30 days of receipt and prior to the submittal of an application. Action on all requests shall be made prior to the issuance of a building permit. (Ord. 770 § 4, 2004)

[J.Roller Development, LLC](#)
[Smith & Roller](#)

The Graham Building
30 South 15th Street
15th Floor
Philadelphia, PA 19102
M: 215-285-3798

STAFF REPORT



Meeting Date:	12 April 2021	Meeting Title:	Town Council
Submitting Department:	Public Works - Engineering	Presenter:	Floren Poliseo
Agenda Item:	P21-007: 2165 Fish Creek Road Sewer Connection	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider connecting an existing property as a new out-of-district parcel to the existing Wilson Sewer District (District) sewer system.

Requested Action.

Council review and consideration of the request for a new sewer connection to the Town's system via the Wilson Sewer District.

Recommendations.

Staff recommends that Council approve the proposed connection to the Town's sewer collection / treatment systems via the Wilson Sewer District.

Background.

The parcel is described as: PIDN 22-41-17-15-4-00-030, Address 2165 Fish Creek Road. It includes a single-family home and accessory residential unit.

The Wilson Sewer District (the "District") was created in 2003 with designated boundary areas, as highlighted on the attached **Exhibit B**. The District is connected to the Town's wastewater system.

As depicted on Exhibit B, the District originally included the Millward Redevelopment, north of the Calico Restaurant on Moose-Wilson Rd. The Millward Redevelopment contains 49 Equivalent Residential Units (ERUs) that, ultimately, did not connect to the Town's wastewater system through the Wilson Sewer District, and instead connected to the Aspens wastewater system. Since then, parcels outside the original District boundary have requested connection to the Town's system through the District and the Town has granted these requests and subtracted the volume for these out-of-District connections from the 49 ERUs previously allocated to the District for the Millward Redevelopment, but never used. The Town has deducted each of these out-of-District connections from the 49 ERUs to fully account for the capacity originally granted to the District. To date 42.57 ERUs are accounted for leaving 6.43 ERUs available. This request is for 1.5 ERUs (the single-family home plus accessory residential unit). Granting this connection would reduce the District's remaining available ERUs to 4.93.

Each out-of-District parcel owner that is allowed to connect must sign an "Agreement for Connection and Use of the Wilson Sewer District's Facilities." While this agreement is between the property owner and the District, it ensures the property owner is subject to and complies with the 2003 connection agreement between the Town and the District.

Analysis.

Stakeholders are the residents and businesses connected to Town of Jackson wastewater systems and this out-of-District property requesting connection through the District.

Because this connection comes out of the ERUs already allocated to the District, and ERUs remain available, it does not place added demand on the Town's sewer system capacity.

Alternatives (Optional).

1. Approve the request to connect.
2. Continue the request to connect until after completion of the Town's proposed capacity study and the rate study.
3. Continue the request to connect and direct staff to place this item on a future Town Council Agenda.

4. Deny the request to connect.
5. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2- Preserve and enhance water and air quality
 - o Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Fiscal Impact.

There is a capacity fee that would be collected prior to connection of the house and again for the future ARU that would be determined by the fees established in the Municipal Code at the time of application. The ongoing fiscal impact thereafter are the wastewater fees for volume paid to the Town via the Wilson Sewer District.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems.

Staff Impact.

Town Public Works/Engineering, Legal, and Planning staff have contributed approximately 15-20 hours to review the permit application and complete its analysis and this staff report. If this connection is granted, additional staff time will be required to verify compliance with Town construction standards and carry out final inspections. Staff estimates this will take approximately an additional 1-3 hours.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems as the Town continues to connect more customers both within and outside of Town limits.

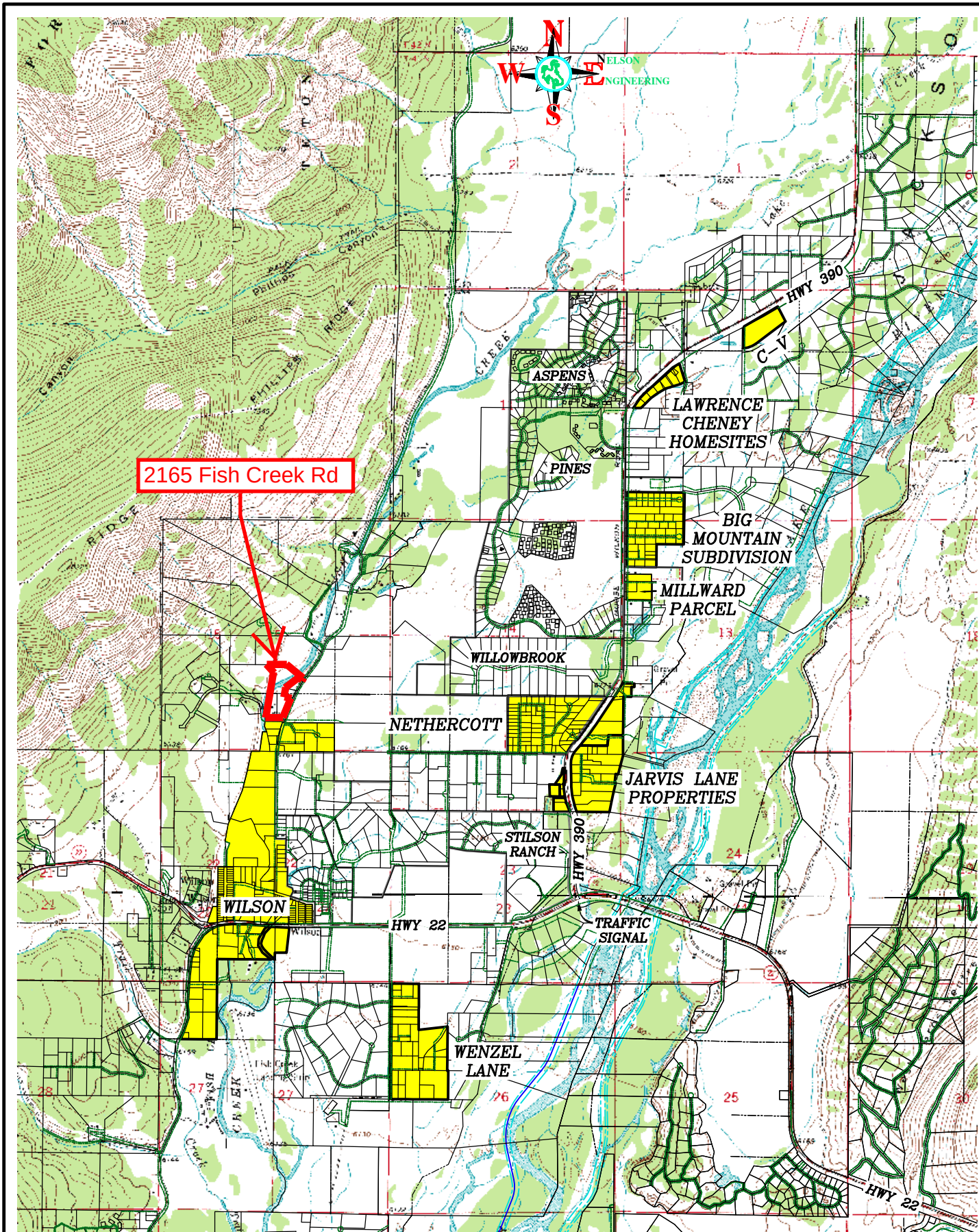
Attachments or Links.

Link: [Sewer Connection application](#)

Exhibit B (District map and requesting out-of-District property)

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

I move to approve the connection of 2165 Fish Creek Road to the Wilson Sewer District as presented.



DRAWING NO	TITLE	DATE	4/02/03	REV.
EXHIBIT B		SURVEYED	-	
JOB NO	WILSON SEWER DISTRICT	DRAWN	BJG	
		CHECKED	SB	
		APPROVED	RRN	
NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087				

STAFF REPORT



Meeting Date:	April 12, 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 17, 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 \$2,200-2,600 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 17, 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.

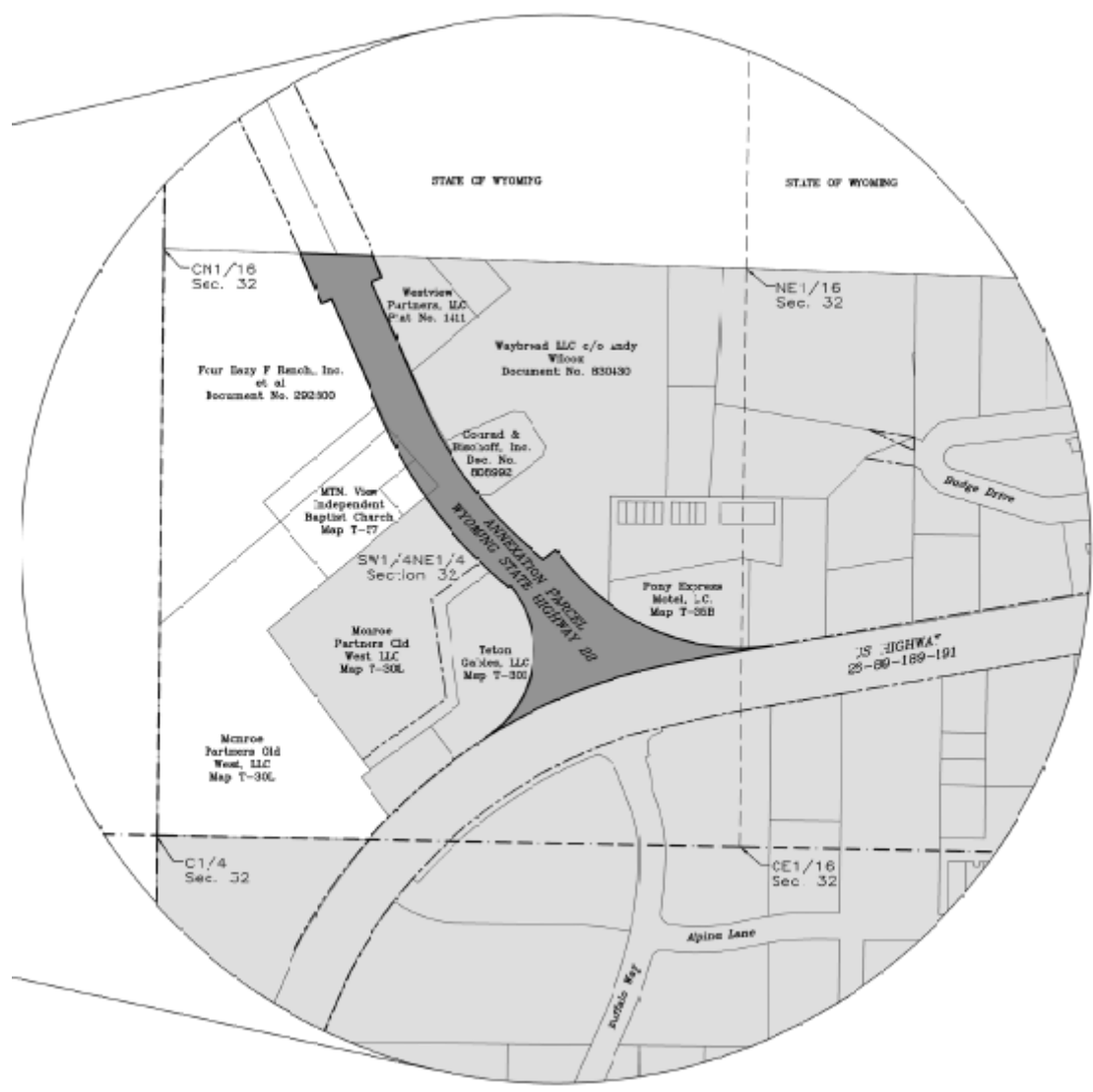
IV. Property Tax

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.

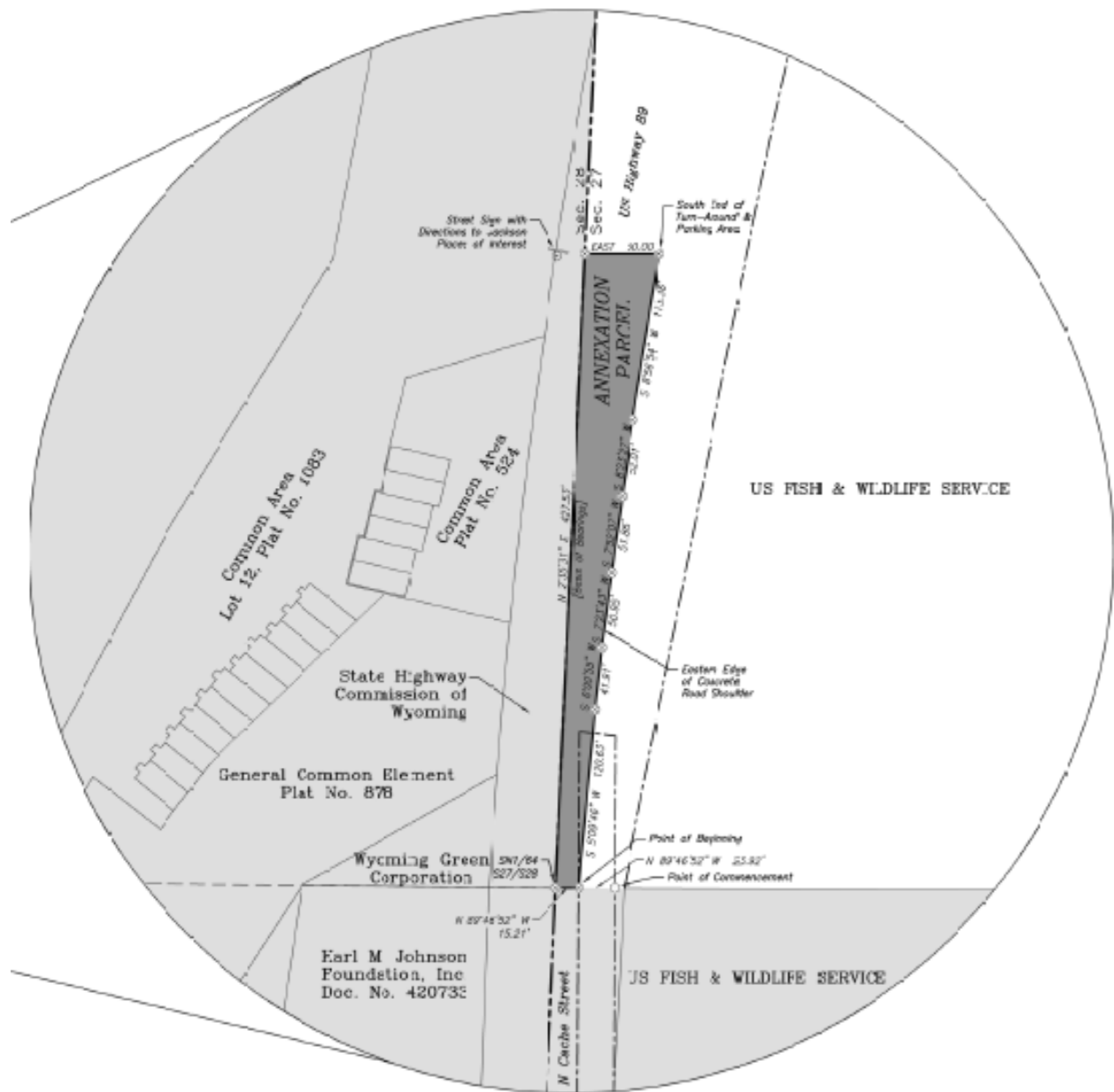
IV. Property Tax

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.

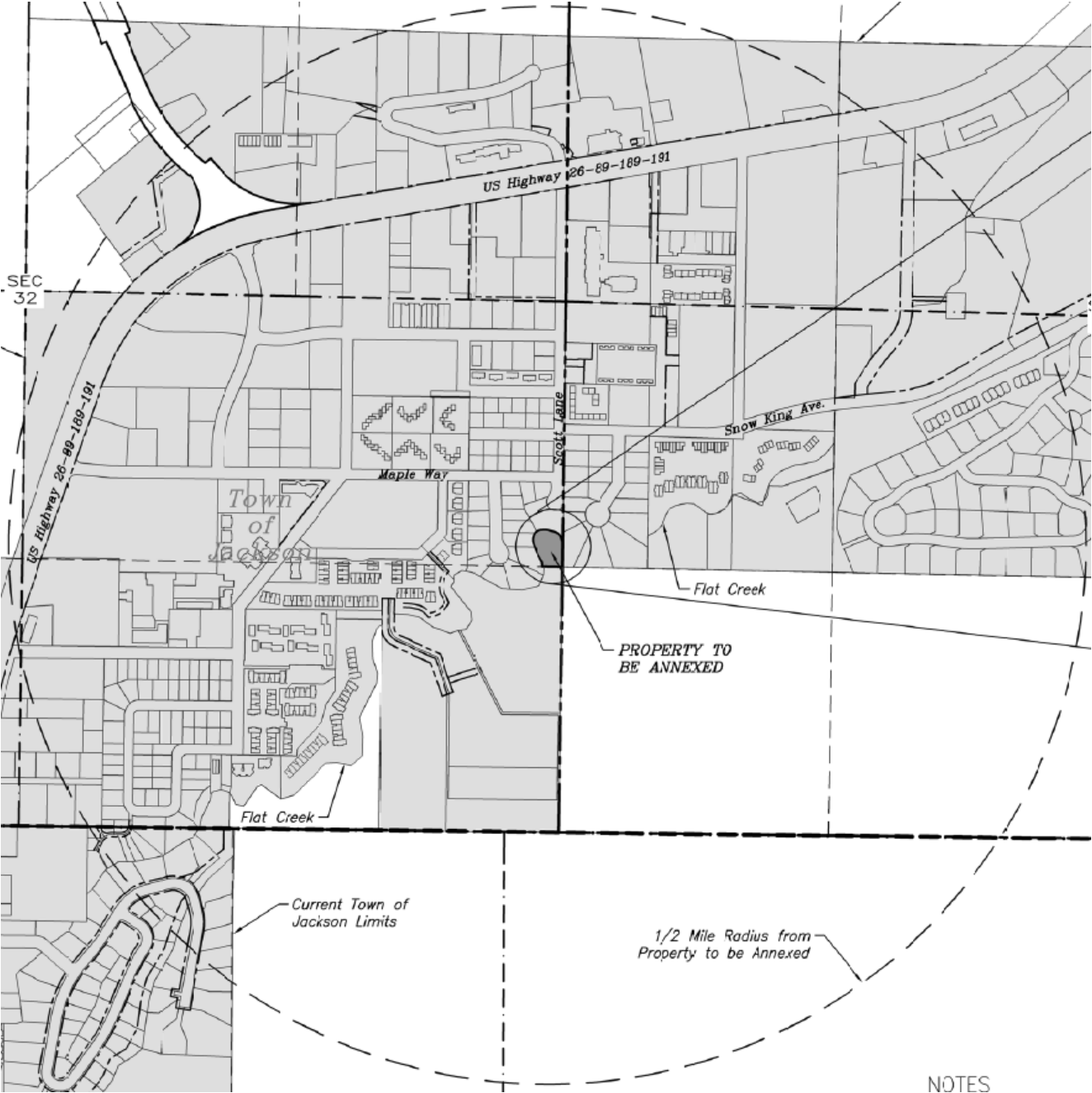
IV. Property Tax

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



NOTES

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 12th day of April 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 17th 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 12th day of April 2021.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Sandra P. Birdyshaw, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR
PORTION OF HIGH SCHOOL ROAD
TO BE ANNEXED TO
THE TOWN OF JACKSON

THAT STRIP OF LAND SIXTY FEET (60') IN WIDTH, comprised of 2 segments shown on the official plat for "Cottonwood Park Corner Creek Phase One", a subdivision of record as Plat 569 in the Office of County Clerk for Teton County, Wyoming, said strip being identified thereon as "High School County Road" located within the N½ of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, said segments being more particularly described as follows:

SEGMENT 1

BEGINNING at the Center Quarter Corner of said Section 6;

thence S89°38'37"W, on the east-west center-section line, 627.03 feet;

thence N00°21'23"W 60.00 feet;

thence N89°38'37"E 627.00 feet to the north-south center-section line;

thence on said line S00°22'59"E 60.00 feet to the Point of Beginning.

Said Segment 1 contains 0.86 acres, more or less.

SEGMENT 2

That portion of roadway described as "Easement Reserved for Future Extension High School County Road" on said Plat 569, and for which an easement exists benefiting Teton County which is described in that Document 0299826 in said Office of County Clerk, being more particularly described as follows:

BEGINNING at the point of intersection of the easterly right-of-way boundary of South Park County Road No. 22-1 with that boundary line established by that agreement of record in the Office of the Clerk of Teton County, Whoming in Book 145 of Photo, Pages 172-181, from which the West Quarter Corner of said Section 6 bears S89°38'37"W, 20.00 feet;

thence on said boundary line N89°38'37"E 1966.43 feet to a corner of said Cottonwood Park Corner Creek Phase One, said corner being coincident with a corner of High School County Road;

thence on a boundary line of said subdivision and said High School County Road, N00°21'23"W, 60.00 feet;

thence parallel with said boundary line agreement S89°38'37"W, 1966.11 feet to a point on said east right-of-way boundary of South Park County Road;

thence on said boundary S00°02'59"E, 60.00 feet to the POINT OF BEGINNING.

Said Segment 2 contains 2.67 acres, more or less.

The Basis of Bearing for this description is N00°02'00"E on the east line of the NE1/4 of said Section 6.

said **STRIP** is shown on the illustrative map entitled ***ILLUSTRATIVE MAP TO ACCOMPANY LEGAL DESCRIPTION OF PORTION OF HIGH SCHOOL ROAD*** attached hereto as page 2 and by this reference made a part hereof;

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 March 15, 2021

P:\2019\19027 - Teton County Surveyor\00 - Public Works Dept\04 County-Town Jurisdictional Cleanup\High School Road\19027 High School Road Transfer County to TOJ Description.docx

F:\2020\20034_TO_Annex\Survey\ACAD\20034_210211_ANNEX.dwg

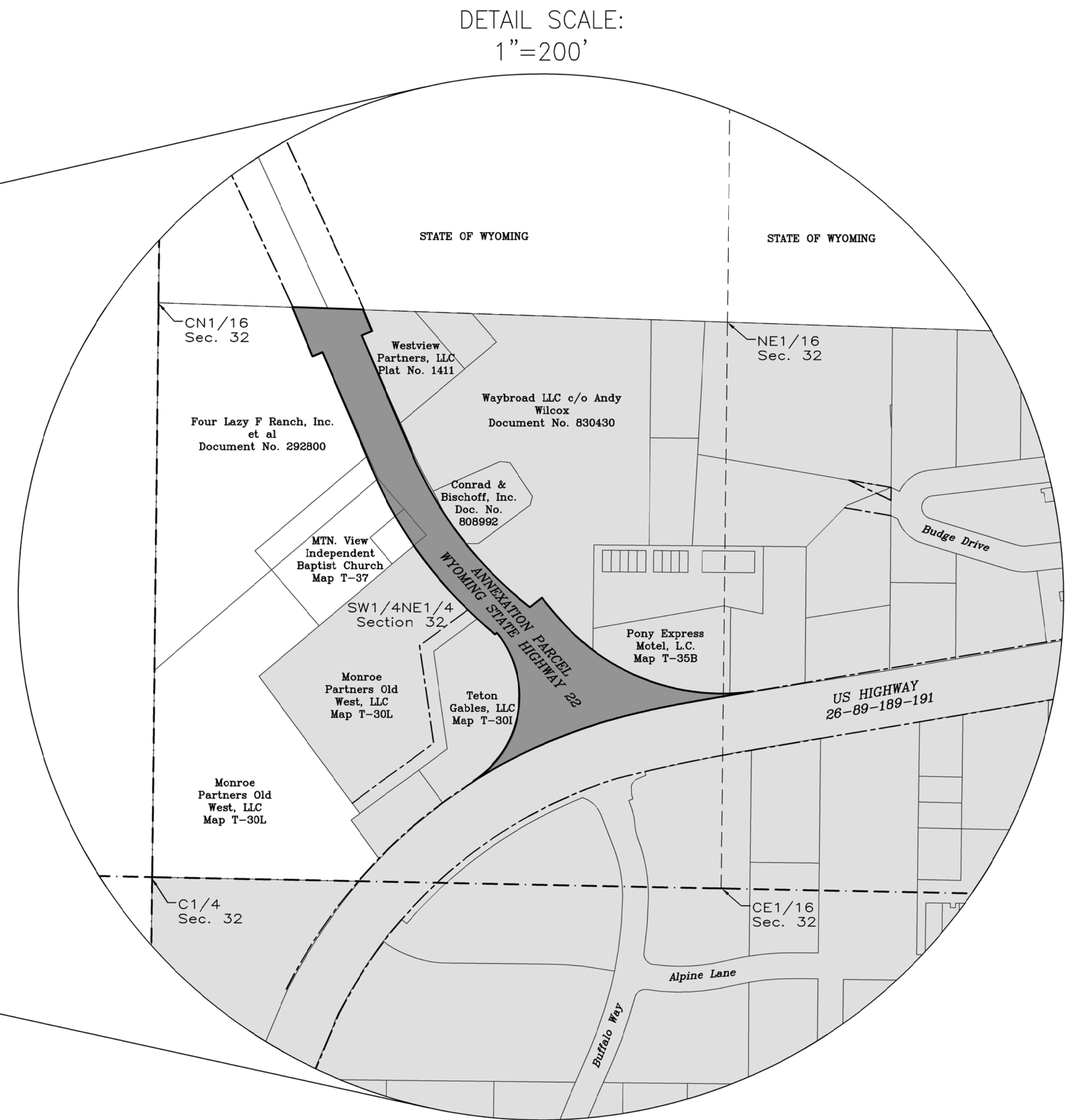


NOTES

Property boundaries shown hereon are from Teton County GIS, Plat No. 720, Plat No. 1411, Map T-30H, Map T-33C, & Map T-481.

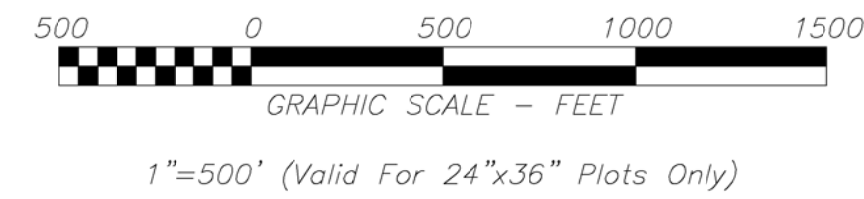
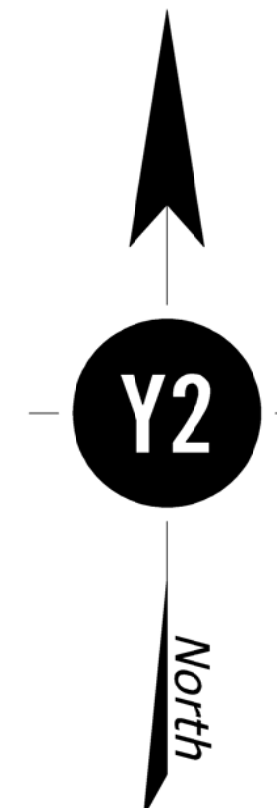
Easements of sight and record not shown hereon may exist.

EXHIBIT B
(Highway 22)



DETAIL SCALE:
1"=200'

- 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



Wyoming State Highway 22
Map T-481
PT. of S1/2NE1/4 of Scetion 32
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CLIENT
Town of Jackson

PROJECT ADDRESS
Intersection of US HWY 26
& WY State HWY 22

Wyoming State Highway 22
Annexation Parcel

PROJECT NUMBER: 20034
DRAWING DATE: 2/11/2021
REVISION DATE:
DRAWN BY: MMW
REVIEWED BY: MMW

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

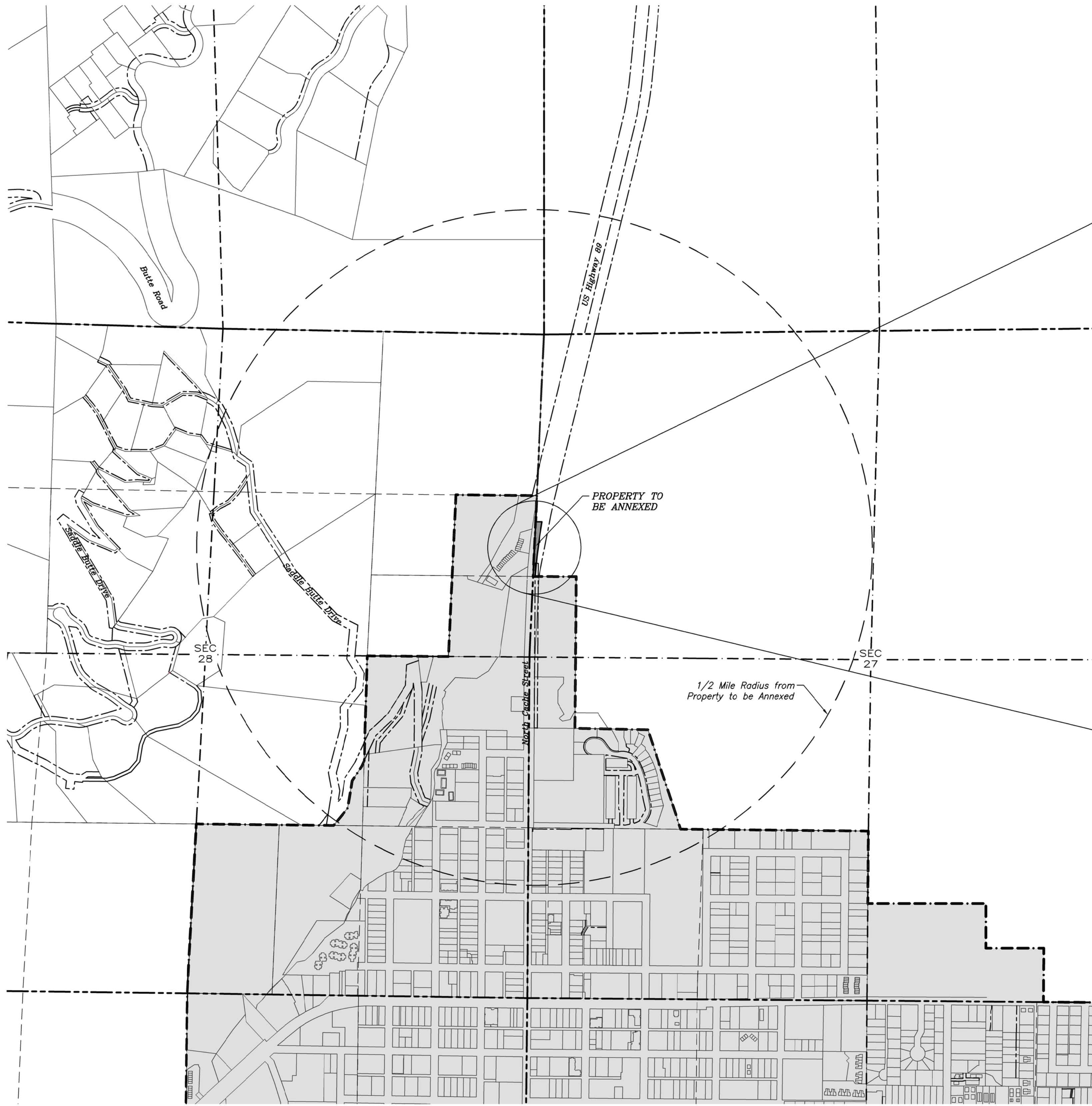


EXHIBIT C
(Highway 89)

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.

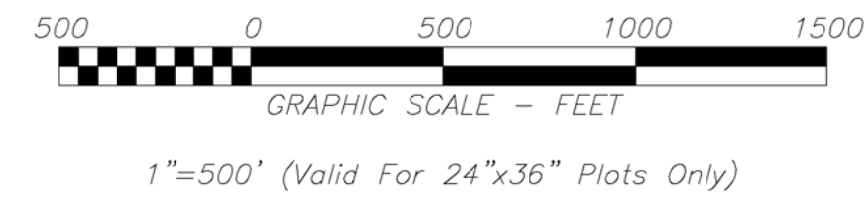
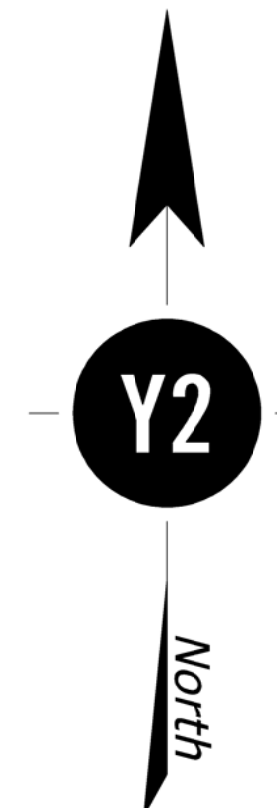
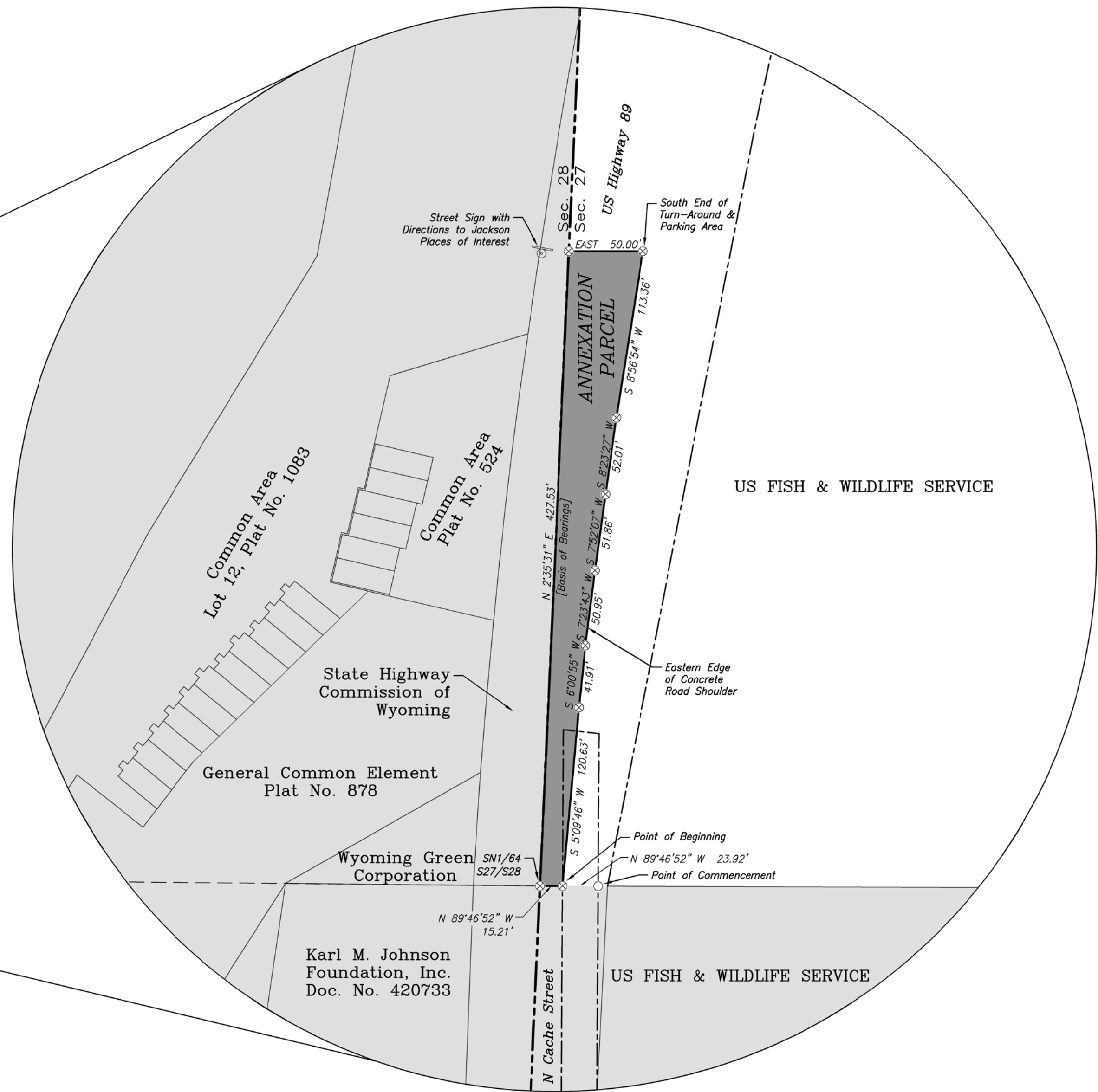
Easements of sight and record not shown hereon may exist.

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

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**.

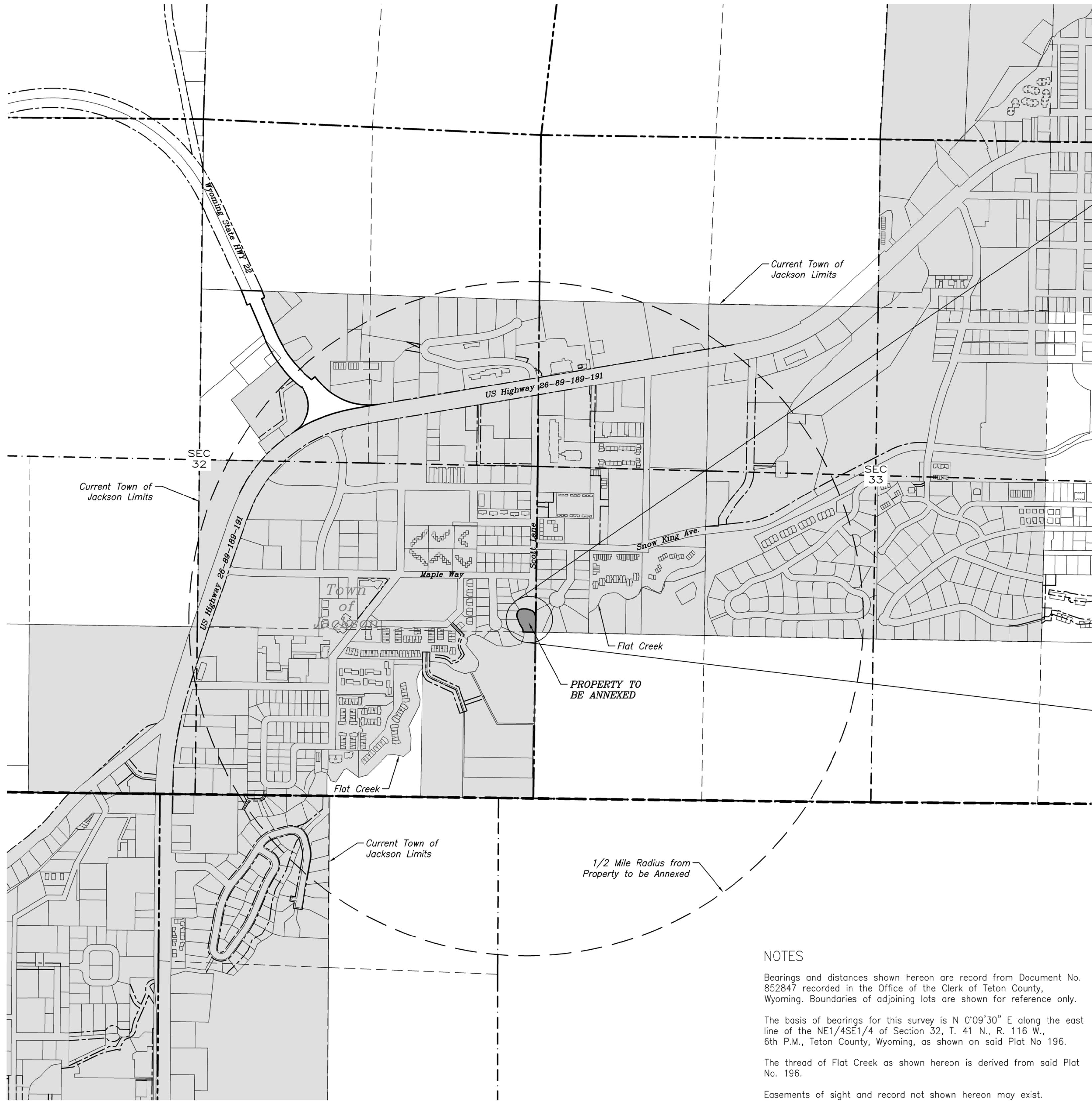
Said parcel encompasses 0.29 acres, more or less.

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



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 NE1/4SW1/4 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

DETAIL SCALE:
1"=30'

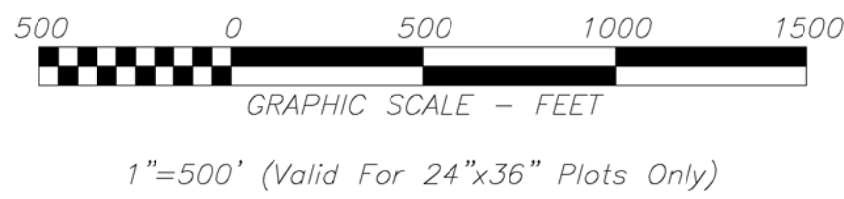
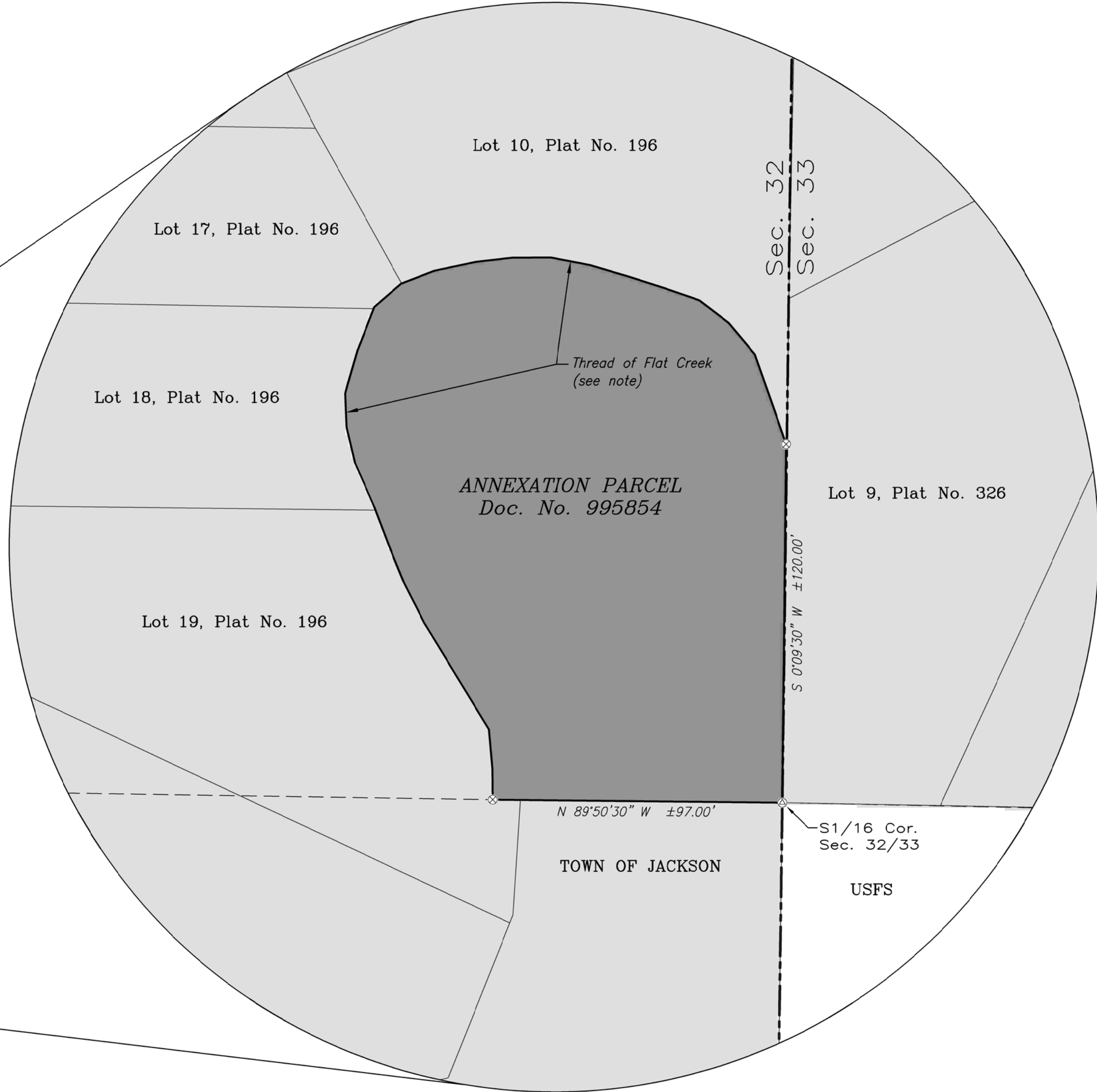


EXHIBIT D
(.49 acre Parcel)

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

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).

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)

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.

(Ord. _____ § _____, 2021).

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)

Chapter 5.28
LIQUOR LICENSES AND PERMITS*

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

**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.)

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).

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

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: April 12, 2021
RE: Town Manager's Report

Spring Clean Up

Public Works is planning on conducting the Spring Cleanup this year on Friday, May 14, 2021. Similar to the Fall Cleanup Program, residents are encouraged to drop off yard waste from 9 a.m. to 6 p.m. on this day at the Rodeo Grounds. The trash transfer station will also accept waste, for free, during the week of spring cleanup (up to 500 pounds will be free).

Ground Transportation Fare Map Resolution

The Town Attorney determined the Ground Transportation Fare Map Resolution needs to be adjusted to account for the fact that Yellowstone National Park has exclusive jurisdiction, and the map, therefore, should not cover that area. In conjunction with that change and through working with the Jackson Hole Airport attorney, it was determined that it would be beneficial to make Grand Teton National Park (which does not have the same exclusive jurisdiction issue as Yellowstone National Park) a standalone Zone 6. The Resolution presented on April 19 will include this adjustment. Please let us know if you would like further information on this issue prior to the April 19 meeting.

Clarification for Motions

In an effort to provide further clarity on motions and amendments, staff provides the following information.

- *Friendly Amendments.* The Jackson Town Council has historically used friendly amendments as one method to amend a motion already made and seconded. If the motion maker and second accept the request for a friendly amendment, the motion is thereby deemed amended and, when the Mayor calls for the vote, the vote is on the motion as friendly amended.
- *Motion to Amend.* The Mayor or a Councilor can also make a formal motion to amend the main motion. If a friendly amendment is not accepted by the motion maker or the second, the Mayor or a Councilor may make a motion to amend the main motion. That formal motion to amend requires a second and is voted on before the vote is taken on the main motion. It could be that the maker of the motion or the seconder disagrees with the friendly amendment offered, but the three or four remaining elected officials agree. In this scenario, a motion to amend the main motion might pass and the main motion would be amended.

- *Request to Restate the Motion.* If the motion made is lengthy, gets sidetracked, includes some discussion in it, or is simply just confusing, any member of the Town Council has the right to ask that the motion be restated for clarity. Either the maker of the motion can restate it, or the Mayor can ask the Town Clerk to restate the motion. If any member of Council is confused, it is perfectly acceptable and incumbent upon them, to interrupt and ask for the motion to be restated before the vote is taken.
- *Request for Motion to be Shown on the Screen.* For clarity, before a vote is taken, any member of the Town Council has the right to ask that the motion be shown on the screen, whether the meeting is virtual or in person.

If Council would like to incorporate the use of friendly amendments into the adopted Council Rules and Procedures, they can direct staff, through a motion, to bring forward an updated document for consideration that contains this amendment. Amending the Council Rules and Procedures is not a requirement for continued use of friendly amendments.

Insert Item Here
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