Jackson Town Council Regular Meeting

June 21, 2021
6:00 PM
Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: https://us02web.zoom.us/j/89360873107?pwd=aFNjV2d4bElOU3NPSjV0NVBDQndOUT09
If the link does not work, join at zoom.com with Webinar ID **893 6087 3107** Password: **83001**
or join by phone **1.669.900.9128** with Webinar ID **893 6087 3107** and Passcode **83001**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations

1. New Employee Intro: Alberto Rojas, Police Officer
2. Intern Introductions

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. June 7, 2021 special budget workshop
2. June 7, 2021 regular meeting

B. Disbursements

C. May Municipal Court Report

D. Special Event: WildWalls

E. Special Event: TC Fair

F. Special Event: Old Bill's Fun Run

G. Special Event: 4th of July Parade

H. Bid 21-04 Chip Seal Project

I. P21-116 Temp Sign Permit Hole Food Rescue

J. BUILD Letter of Agreement with Teton County

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.

K. P21-108 Water Main Bill of Sale and SIA Amendment

L. P21-005 Cache Creek Tube Diversion Utility Agreement

M. 440 West Kelly Ave Fee Pledge (April Norton)

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

A. Administration

1. New Resort Liquor License Application: Virginian Liquor LLC (Lynsey Lenamond)
2. Si Ferrin East Side Office Space Construction (Roxanne Robinson)
3. Property Tax (Larry Pardee)

VI. RESOLUTIONS

A. **Resolution #21-20:** Budget Amendment #4 (Kelly Thompson)

B. **Resolution #21-21** Budget Adoption (Kelly Thompson)

VII. ORDINANCES

A. **Ordinance X:** Proposed Annexation of Portion of Roadway (Lynsey Lenamond, 1st reading)

B. **Ordinance Y:** Proposed Annexation of Portion of Roadway (Lynsey Lenamond, 1st reading)

C. **Ordinance Z:** Proposed Annexation of Portion of Roadway (Lynsey Lenamond, 1st reading)

D. **Ordinance A:** Proposed Annexation of One Parcel (Lynsey Lenamond, 1st reading)

E. **Ordinance B:** Amending Jackson Municipal Code Title 6 (Lynsey Lenamond, 1st reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

Adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii).

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.

This evening I would like to introduce the Town of Jackson's newest Officer Alberto Rojas Jr. Officer Rojas is a lateral hire who has been a Police Officer since 2019 and was previously employed by the City of Torrington WY.

Officer Rojas was born in New Jersey and grew up in Connecticut and before his Law Enforcement career Officer Rojas was active-duty military where he served five years in the United States Army as a cavalry scout at Fort Hood, Texas, and Fort Bragg, North Carolina.

Officer Rojas is passionate about working with and helping those who are most in need and protecting the community he serves and plans on continuing to do so here in the Town of Jackson for the remainder of his career. Officer Rojas has a mother and two sisters, and a little red heeler named Maximous. Officer Rojas is extremely grateful excited to be part of the Jackson Hole family.

Edgar Mendoza Perez was born on April15, 2002 in Jackson Hole, and speaks both English and Spanish. He graduated from Jackson Hole High School in 2020, and is currently enrolled at Casper College to pursue a degree in Criminal Justice. His main aspiration is to become a Law enforcement officer to serve, and protect, Jackson hole.

Town Council Intro – Noah Holmes Foster

Noah Holmes Foster is working as a summer intern for the Town of Jackson Planning Department. Noah recently finished his first of two years in the Master of Urban and Regional Planning program at Virginia Commonwealth University. He will be assisting planning staff on review processes and research projects.

Will is from Charlotte, North Carolina and is a junior studying textile engineering at NC State University. He has been in Jackson for a year, originally working at Teton Mountaineering, and enjoys skiing, climbing, and running.

Nancy Marquina Garcia was born and raised in Jackson where she spent most of her free time in speech and debate practices and dance rehearsals. In 2016, she moved to Tlaxcala city to get in touch with her roots and learn more about her parent's home country but has spent every summer working in the service industry in Jackson. After high school, she moved to Mexico City to study fashion design and publicity, but after three semesters, switched her major to strategic communication. She is currently attending Arkansas State University in Queretaro, Mexico where she will be graduating in 2024. Nancy loves yoga, cooking, spending time in the sun, going on hikes, and she spends most of her free time dance training, as well as teaching choreography.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

June 7, 2021 **JACKSON, WYOMING**

The Jackson Town Council met in special budget workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:01 A.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:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks. Jonathan Schechter, and Jessica Sell Chambers. *via Zoom*: none

STAFF: Larry Pardee, Kelly Thompson, Johnny Ziem, Roxanne Robinson, Floren Poliseo, Michelle Weber, Tyler Sinclair, Michael Palazzolo, Paul Anthony, Darren Brugmann, Brian Schilling, Brady Hansen, and Lynsey Lenamond.

Public Comment. Chelsea Carson made public comment.

Town of Jackson Budget. Larry Pardee and Kelly Thompson presented highlights from the FY22 Budget including Property Tax Revenue, the Priority Driven Budget Process Overview, Tracked Changes to Date, and the FY22 Overall Budget Direction and Message. Tyler Sinclair, Floren Poliseo and Michelle Weber made staff comment. Council held discussion with staff.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn the meeting. The Mayor called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 11:19 am.

TOWN OF JACKSON

ATTEST:

_____

Lynsey Lenamond, Town Clerk

_____

Hailey Morton Levinson, Mayor

minutes:ll

Publish JH News & Guide: June 16, 2021

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

June 7, 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:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers. *via Zoom*: None.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne, Robinson, Floren Poliseo, Michelle Weber, Tracey Trefren, Stacy Stoker, Carl Pelletier, Paul Anthony, Floren Poliseo, Johnny Ziem, Michael Palazzolo, and Lynsey Lenamond

Mayor Hailey Morton Levinson led those in attendance in the Pledge of Allegiance. New employee David Baker was introduced.

Public Comment. Eva Perrigo and June Solvaje made public comment.

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

A. **Meeting Minutes.** To approve the meeting minutes as presented for the May 17, 2021 special budget workshop, the May 17, 2021 regular workshop, the May 17, 2021 regular meeting, and the May 24, 2021 special budget workshop.

B. **Disbursements.** ACE HARDWARE $90.38; ADVANCED GLASS TRIM, LLC $300.00; AFLAC $2,584.63; AMAZON $3,491.74; AT&T $503.73; BARLOW, LEE ANN $2,750.00; BIG R RANCH & HOME $235.48; BMV LLC $130.81; CARPETS PLUS COLORTILE $17,632.80; CARQUEST AUTO PARTS INC. $73.09; CERTIFIED LABORATORIES $475.70; CONTROL SYSTEM TECHNOLOGY, INC. $30,703.50; CONVERGEONE, INC $15,629.14; CORE & MAIN LP $14,934.20; DASH MEDICAL GLOVES $226.90; DAVID STUBBS $1,000.00; DAVID VANDENBERG $31,480.00; DAY WIRELESS SYSTEMS $1,342.06; DELCON INC $528.75; DELL $1,230.94; DELTA DENTAL PLAN OF WYOMING $10,177.60; DUDE SOLUTIONS, INC $20,081.07; E.R. OFFICE EXPRESS $57.18; ELECTRICAL WHSLE SUPPLY CO INC $106.03; ENERGY LABORATORIES INC. $489.00; ENOW, INC. $975.00; FIGJAM ENTERPRISES, LLC $3,553.00; FLOYD'S TRUCK CENTER -$76.64; GARMIN USA $1.00; GREENWOOD MAPPING INC. $675.00; H&R ENTERPRISES $445.80; HACH CHEMICAL CO. $128.76; HIGH COUNTRY LINEN $61.93; HUNT CONSTRUCTION INC $19,158.00; IDAHO STATE TAX COMMISSION $3,543.00; INTERSTATE BATTERY $129.95; JACKSON ANIMAL HOSPITAL $2,186.68; JACKSON HOLE LAW, PC $1,500.00; JACKSON HOLE NEWS & GUIDE $4,138.51; JACKSON LUMBER INC $291.62; JERRY SEINER CHEVROLET, INC. $807.46; JH20 WATER CONDITIONING & FILTRATION $53.00; JIM'S TROPHY ROOM $220.38; JORGENSEN ASSOCIATES, PC $9,997.50; LEPCO $1,295.00; LEWIS, CRAIG $155.00; LINCOLN NATIONAL LIFE $6,918.73; MACY'S SERVICES $3,653.70; MASSELINK ENTERPRISES $2,575.00; MEAGHER, KEVIN $382.27; METROQUIP INC $111.65; MINOR, JEREMY $100.00; ML BRYAND INTERESTS, LLS $5,000.00; MOONRISE INVESTMENTS, LLC $28,240.00; NAPA AUTO PARTS INC. $284.93; NELSON ENGINEERING $498.00; ONE CALL OF WYOMING $506.25; OTAK, INC. $4,309.00; PELLETIER, CARL $114.45; PERFORM PRINTING INC $211.35; PORCUPINE NURSERY, INC $3,575.00; PROTERRA $200.00; RAFTER J IMPROV/SERV DIST $146.43; ROCKY MOUNTAIN APPRAISALS $2,700.00; RU2 SYSTEMS INC. $417.00; SENIOR CENTER OF JACKSON HOLE $25,832.50; SHERWIN-WILLIAMS CO. $2,017.73; SNAKE RIVER ROASTING $97.90; SPRING CREEK ANIMAL HOSPITAL $15.00; ST JOHN'S HOSPITAL $340.00; STANDARD DRYWALL, INC $4,329.00; SUBLETTE COUNTY SHERIFF'S OFFICE $770.00; TANGLEWOOD CONSERVATORIES $110.00; TEAM LABORATORY CHEMICAL CORP $847.50; TETON COUNTY FAIR $300.00; TETON COUNTY PLANNING & BUILDING $17,795.90; TETON COUNTY SHERIFF'S-JAIL $288.00; TETON MOTORS INC -$25.00; TITAN MACHINERY $172.41; TITLE FINANCIAL CORP OF WYOMING $125.00; TMSC LLC $7,759.80; UPPER CASE PRINTING INK $158.64; VERIZON WIRELESS $321.94; VINCI LAW OFFICE LLC $252.13; VISA $22,828.28; VISION SERVICE PLAN - (WY) $1,699.32; WAMCO LAB, INC. $350.00; WATER TECHNOLOGY GROUP $10,102.00; WEBER, MICHELLE $618.40; WELLER TRUCK PARTS -$150.00; WESTBANK SANITATION $2,424.71; WESTERN STATE $6,150.32; WHITE GLOVE CLEANING, INC. $147.00; WOOD ENVIRONMENT & INFRASTRUCTURE $3,340.00; WY CHILD SUPPORT ENFORCEMENT $146.76; WY WORKERS' SAFETY & COMP $6,733.59; WYOMING RETIREMENT SYSTEM $106,717.52; WYOMING WATER RIGHTS CONSULTING, INC $1,731.25; WYOMING.COM INC $5.00; WY-TEST $185.00; Y2 CONSULTANTS, LLC $25,200.03; YELLOW IRON EXCAVATION, LLC $720.00; ZYLAB INTERNATIONAL INC. $500.00

C. **Special Event: Farmer's Market on the Town Square.** To approve the special event application made by the Jackson Hole Farmers Market on the Town Square for the Jackson Hole Farmers Markets including the Fall Festival, subject to the conditions and restrictions listed in the staff report.

D. **Item P21-086 Temp Sign Permit: Art Fair**. To approve the temporary banner in conjunction with Art Fair of Jackson Hole subject to three (3) conditions of approval: 1. The use of site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The signs are approved for the following locations: 105 Buffalo Way, Albertsons during: July 19-25, 2021 255 W. Deloney Ave., Miller Park Tennis Courts during: July 19-25, 2021

E. **Item P21-107 Temp Sign Permit: CFTV Tin Cup.** To approve the temporary banner in conjunction with The Community Foundation of Teton Valley Tin Cup Challenge subject to three (3) conditions of approval: 1. The use of the site shall be granted by the property owner. 2. The sign shall not be located on the sidewalks or in the public right of way. 3. The sign is

approved for the following location: 1110 W. Broadway Ave., McDonald's during: July 8- July 21, 2021

The vote showed 5-0 in favor and the motion carried.

Special Event: Shoot Out on the Town Square. Carl Pelletier made staff comment. Britney Magleby made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the special event application made by the Jackson Hole Chamber of Commerce and the Jackson Hole Playhouse for the annual Shoot Out events on the Town Square, subject to the conditions and restrictions listed in the staff report and discussed today by staff and Council. The vote showed 5-0 in favor and the motion carried.

Special Event: Grand Teton Music Festival. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the special event application made by the Grand Teton Music Festival for the Grand Teton Music Festival concerts at the Center for the Arts Lawn, subject to the conditions and restrictions listed in the staff report. The vote showed 5-0 in favor and the motion carried.

Item P21-005 Cache Creek Tube Diversion Utility Location Agreement. This item was continued to the June 21 regular Town Council meeting.

New Restaurant Liquor License Application Thai Plate Cuisine Inc. Mayor Morton Levinson opened a public hearing. Lynsey Lenamond made staff comment. No public comment was made. 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 Jessica Sell Chambers and seconded by Arne Jorgensen to approve the application and issuance of a restaurant liquor license to Thai Plate Cuisine Inc for the license year beginning June 7, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the conditions 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. The vote showed 5-0 in favor and the motion carried.

Public Hearing for Proposed Annexations of One Parcel and Portions of Three Roadways. Lynsey Lenamond and Lea Colasuonno made staff comment. The Mayor reopened the public hearing. No public comment was given. Mayor Morton Levinson closed the public hearing. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to find that the proposed annexation for the .49 acre rural parcel along Flat Creek specifically set forth in the attached annexation report for Parcel 22-41-16-32-4-00-022 a 0.49 Acre Rural Parcel along Flat Creek, complies with Wyoming Statute § 15-1-402 and direct that staff proceed with the next steps in the annexation process pursuant to state statute. The vote showed 5-0 in favor and the motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to find that the proposed annexation for the portion of High School Road specifically set forth in the attached annexation report for 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, complies with Wyoming Statute § 15-1-402 and direct that staff proceed with the next steps in the annexation process pursuant to state statute. The vote showed 5-0 in favor and the motion carried.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to find that the proposed annexation for the portion of Highway 22 specifically set forth in the attached annexation report for a Potion 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, complies with Wyoming Statute § 15-1-402 and direct that staff proceed with the next steps in the annexation process pursuant to state statute. The vote showed 5-0 in favor and the motion carried.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to find that the proposed annexation for the portion of Highway 89 specifically set forth in the attached annexation report for 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, complies with Wyoming Statute § 15-1-402 and direct that staff proceed with the next steps in the annexation process pursuant to state statute. The vote showed 5-0 in favor and the motion carried.

Consideration of Change to Special Restriction for Employer Owned Workforce Rental Housing Located at Westview Condominiums. Stacy Stoker made staff comment. Hunter McCardle and Matt Kim-Miller made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Special Restrictions for Employer-Owned Workforce

Rental Housing Located at Westview Condominiums with the changes proposed by staff in the attached draft, and any other minor changes required by the Town Attorney. The vote showed 5-0 in favor and the motion carried.

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

Ordinance X: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

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

Ordinance Y: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approved Ordinance Y at first reading. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance Z: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approved Ordinance Z at first reading. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Ordinance A: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it as a Part of the Neighborhood Low Density – 1 (Nl-1) Districtand Providing for an Effective Date.

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

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

Matters from Mayor and Council. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to designate Arne Jorgensen as the voting delegate and Larry Pardee as the alternate for the Town of Jackson for the 2021 WAM summer convention. The vote showed 5-0 in favor and the motion carried. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve travel expenses to the WAM conference for any Council member that would like to attend. The vote showed 5-0 in favor and the motion carried. Board and Commission reports were made on Parks and Recreation, the Teton County School Board, the Center for the Arts, the Teton Conservation District, the Travel and Tourism Board, and START. The Council discussed youth bike licensing and education. Lea Colasuonno, Michelle Weber and Roxanne Robinson made staff comment.

Town Manager's Report. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to accept the Town Manager's Report into the record. The Town Manager's Report contained information on a Hazardous Tree Removal Notification, Summer 2021 Parking Space

Changes on Millward Street, and a START Bus Loaned to Public Health for a Mobile Vaccination Clinic. Johnny Ziem made staff comment. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct the Town Attorney to finalize an MOU with Teton County for use of a START bus for a Mobile Vaccine Clinic and authorize the Mayor to execute that MOU on behalf of the Town of Jackson. Lea Colasuonno made staff comment. The vote showed 5-0 in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn to an executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 7:00 p.m.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: June 16, 2021

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	739723	batterys for line locator	05/20/2021	31.98	.00	
Total 51:					31.98	.00	
3596	ADVANCED GLASS TRIM, LLC	20739	2018 CHEV TAHOE	05/12/2021	300.00	.00	
3596	ADVANCED GLASS TRIM, LLC	20756	2019 tahoe	05/19/2021	300.00	.00	
Total 3596:					600.00	.00	
2729	ALLDATA	INVC00589415	Annual maintenance for Fleet dat	04/17/2021	1,500.00	.00	
Total 2729:					1,500.00	.00	
5726	AMAZON	1PF1-NYH6-3F	Blank "dummy" cards for front des	06/04/2021	56.28	.00	
Total 5726:					56.28	.00	
2458	AMERIGAS	3122586388	propane East	05/27/2021	224.17	.00	
2458	AMERIGAS	3122586389	Propane Middle	05/27/2021	1,158.82	.00	
2458	AMERIGAS	3122586390	propane West	05/27/2021	362.97	.00	
Total 2458:					1,745.96	.00	
2763	AMERIWEST WATER SERVICES	21-123	phospate	05/17/2021	10,117.57	.00	
Total 2763:					10,117.57	.00	
3530	AMSOIL INC	19869447 RI	SYNTHETIC 15W40 SS DIESEL	05/10/2021	1,262.25	.00	
Total 3530:					1,262.25	.00	
6575	APEX SAGE INC	053021	Si-Ferrin - new office framing	05/30/2021	5,370.52	.00	
Total 6575:					5,370.52	.00	
6831	ARZT, VICTORIA	060921	BAIL REFUND CASE 21-03-0557	06/09/2021	740.00	.00	
Total 6831:					740.00	.00	
1783	AT&T	05162021	charges for account 28725916309	05/08/2021	1,240.77	.00	
Total 1783:					1,240.77	.00	
4920	BEST BEST & KRIEGER	905957	Wireless	05/27/2021	749.50	.00	
Total 4920:					749.50	.00	
4774	BIG R RANCH & HOME	1502121	string trimmer and preassure was	05/14/2021	759.98	.00	
Total 4774:					759.98	.00	
1560	BLUE SPRUCE CLEANERS,INC	060121	uniform cleaning	06/01/2021	69.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:					69.75	.00	
2850	BMV LLC	4964	ship monthly samples	06/07/2021	63.54	.00	
Total 2850:					63.54	.00	
6727	BRIGGS, ERIC L	5131	NEW SOLDERING IRON	05/06/2021	200.18	.00	
6727	BRIGGS, ERIC L	5649	scp4dl	05/27/2021	230.50	.00	
Total 6727:					430.68	.00	
6467	BRIMEYER, ASHLEY	051221	35 ID compliance check visits	05/12/2021	350.00	.00	
6467	BRIMEYER, ASHLEY	061421	only 31 checks not 35	06/14/2021	40.00-	.00	
Total 6467:					310.00	.00	
5	CARQUEST AUTO PARTS INC.	3090-522605	BRAKES FOR SO	05/07/2021	123.29	.00	
5	CARQUEST AUTO PARTS INC.	6090-522383	JPD HORSE TRAILER PARTS	05/05/2021	53.73	.00	
5	CARQUEST AUTO PARTS INC.	6090-522394	WHEEL SEALS FOR PD HORSE	05/05/2021	45.88	.00	
5	CARQUEST AUTO PARTS INC.	6090-52245	PARTS FOR JPD HORSE TRAIL	05/06/2021	23.78	.00	
5	CARQUEST AUTO PARTS INC.	6090-522653	DRAIN PLUG FOR ROAD AND L	05/07/2021	2.84	.00	
5	CARQUEST AUTO PARTS INC.	6090-522697	JUMP PACK REPLACEMENT	05/07/2021	163.37	.00	
5	CARQUEST AUTO PARTS INC.	6090-523952	VISCOSITY 80	05/18/2021	13.56	.00	
Total 5:					426.45	.00	
10	CASH	061121	petty CASH	06/11/2021	78.86	.00	
10	CASH	061121	petty CASH	06/11/2021	85.00	.00	
10	CASH	061121	petty CASH	06/11/2021	21.00	.00	
Total 10:					184.86	.00	
2876	CAST	1448	annual memebership - reissue ch	03/01/2021	315.00	315.00	06/15/2021
Total 2876:					315.00	315.00	
544	CENTURYLINK	223082441	CL account 75912352	05/20/2021	246.43	.00	
544	CENTURYLINK	307-111-5050 0	charges for account p-307-111-50	05/07/2021	2,055.47	.00	
544	CENTURYLINK	307-733-1132 0	CL account 7331132 105m	05/07/2021	662.53	.00	
544	CENTURYLINK	307-733-3106-	Monthly bill for account 30773331	05/13/2021	2.51	.00	
Total 544:					2,966.94	.00	
6001	CIVICPLUS	213990	Updating TOJ website	06/14/2021	3,200.00	.00	
Total 6001:					3,200.00	.00	
6475	CONVERGEONE, INC	DEPOSIT9002	Annual maintenance for Rubrik ba	12/11/2020	16,325.00	.00	
6475	CONVERGEONE, INC	DEPOSIT9002	MONTHLY CLOUD DATA BACKU	12/11/2020	9,615.00	.00	
6475	CONVERGEONE, INC	IE9070733	Annual maintenance for Rubrik ba	03/10/2021	19,640.00	.00	
Total 6475:					45,580.00	.00	
6369	CRYSTAL CREEK CAPIAL	061521	release bond for 380 west broadw	06/15/2021	10,368.75	10,368.75	06/15/2021
Total 6369:					10,368.75	10,368.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6829	DARKTRACE HOLDINGS LIMITE	130237	1st annual maintenance on securit	06/10/2021	44,640.50	.00	
Total 6829:					44,640.50	.00	
148	DELL	10484655892	Annual maintenance for Microsoft	05/31/2021	37,430.00	.00	
Total 148:					37,430.00	.00	
2175	DIVISION OF VICTIM SERVICES	061121	Crimw victim surcharge	06/11/2021	300.00	.00	
Total 2175:					300.00	.00	
3408	E.R. OFFICE EXPRESS	17585	paper	04/27/2021	179.78	.00	
Total 3408:					179.78	.00	
1134	ENERGY LABORATORIES INC.	393446	weekly testing at WWTP	05/17/2021	257.00	.00	
1134	ENERGY LABORATORIES INC.	393447	weekly WWTP testing	05/17/2021	149.00	.00	
1134	ENERGY LABORATORIES INC.	394817	weekly WWTP lab testing	05/21/2021	357.00	.00	
1134	ENERGY LABORATORIES INC.	397141	weekly WWTP testing	06/01/2021	149.00	.00	
Total 1134:					912.00	.00	
4556	ENTERSECT	521EP31284	Annual maintenance for PD's Inter	06/01/2021	1,000.00	.00	
Total 4556:					1,000.00	.00	
81	EVANS CONSTRUCTION INC	212940	Town Hall - sidewalk concrete	05/11/2021	3,972.25	.00	
Total 81:					3,972.25	.00	
6293	EVOLUTION CONCRETE CUTTI	7460	Si-Ferrin = concrete cutting for ne	05/01/2021	510.00	.00	
Total 6293:					510.00	.00	
4709	FLEETPRIDE	73362515	HYD HOSE	05/06/2021	116.25	.00	
4709	FLEETPRIDE	73644851	PURGE VALVE	05/11/2021	1,992.14	.00	
4709	FLEETPRIDE	IDF012958	YORK SHAFT,UJOINT	05/17/2021	943.71	.00	
Total 4709:					3,052.10	.00	
668	FREEDOM MAILING SERVICE I	40672	billing process for 12 months	06/03/2021	898.60	.00	
668	FREEDOM MAILING SERVICE I	40672	Billing process for 12 months	06/03/2021	898.60	.00	
Total 668:					1,797.20	.00	
4212	GILLIG LLC	40805136	LAMP FRONT TURN SIGNAL	06/05/2021	282.24	.00	
4212	GILLIG LLC	40805692	DOT PARTS FOR BUS 204	06/06/2021	2,836.68	.00	
4212	GILLIG LLC	40808429	ABSORBER SHOCK,DRAGLINK,	06/17/2021	2,283.06	.00	
4212	GILLIG LLC	40808867	KIT, KING PIN	06/18/2021	629.26	.00	
Total 4212:					6,031.24	.00	
6830	GUTIERREZ, ANTONIO	060921	BAIL REFUND CASE 21-05-0062	06/09/2021	740.00	.00	
Total 6830:					740.00	.00	
4988	HD FOWLER COMPANY	I5778390	8 inch cap to abandon main at 51	06/10/2021	154.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4988:					154.80	.00	
96	HIGH COUNTRY LINEN	0249799	Home Ranch - odor control & blue	05/03/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0250343	shop and break room towels, laun	05/06/2021	122.58	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	17.20	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	23.28	.00	
96	HIGH COUNTRY LINEN	0250343	shop towels	05/06/2021	52.32	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	52.38	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0250343	uniform cleaning	05/06/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0250890	Home Ranch - odor control & blue	05/10/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0252089	Home Ranch - odor control & blue	05/17/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0252092	Town Hall - floor mats	05/17/2021	290.40	.00	
96	HIGH COUNTRY LINEN	0252429	WWTP shop towels and mat repla	05/19/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0253308	Home Ranch - odor control & blue	05/24/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0253719	RUG CLEANING - MAY	05/26/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0254713	Home Ranch - odor control & blue	05/31/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0256143	Home Ranch - odor control & blue	06/07/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0256596	June - rug cleaning	06/09/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0256711	general services	06/09/2021	97.20	.00	
Total 96:					1,034.06	.00	
6455	HIRST APPLEGATE, LLP	202786	3 Creek Litigation	05/04/2021	2,169.40	.00	
6455	HIRST APPLEGATE, LLP	202787	3 creek litigation	05/04/2021	2,169.40	2,169.40	06/03/2021
6455	HIRST APPLEGATE, LLP	203141	3 Creek Litigation	06/02/2021	2,609.26	.00	
Total 6455:					6,948.06	2,169.40	
4044	IDAHO FALLS PETERBILT	571205	SHOP SUPPLIES	05/04/2021	56.04	.00	
4044	IDAHO FALLS PETERBILT	571255	xx gloves	05/04/2021	56.04	.00	
4044	IDAHO FALLS PETERBILT	CM5710205	Credit	05/10/2021	56.04-	.00	
Total 4044:					56.04	.00	
6720	IMMIGRANT HOPE	060121	ANNUAL CONTRACT 2020-2021	06/01/2021	1,250.00	.00	
Total 6720:					1,250.00	.00	
5098	JACKSON ANIMAL HOSPITAL	43556	ROYAL CANIN K9	05/18/2021	165.08	.00	
Total 5098:					165.08	.00	
2	JACKSON CURBSIDE INC.	00028898	april downtown recycling	05/10/2021	1,015.00	.00	
Total 2:					1,015.00	.00	
5176	JACKSON HOLE CONTRACTIN	040121	REISSUE LOST CHECK	04/01/2021	2,500.00	.00	
Total 5176:					2,500.00	.00	
131	JACKSON HOLE NEWS & GUID	325996	Liquor App Notice Thai Plate	05/28/2021	76.96	.00	
131	JACKSON HOLE NEWS & GUID	325997	5/17 workshop minutes	05/28/2021	98.33	.00	
131	JACKSON HOLE NEWS & GUID	325998	5/17 sp budget minutes	05/28/2021	51.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	325999	5/17 regular minutes	05/27/2021	615.60	.00	
131	JACKSON HOLE NEWS & GUID	326441	FY22 legal publication notice of th	06/02/2021	85.50	.00	
131	JACKSON HOLE NEWS & GUID	326442	5/24 sp bud wkshp minutes	06/02/2021	59.85	.00	
Total 131:					987.54	.00	
114	JACKSON LUMBER INC	0000660691-0	torx screws	05/06/2021	9.10	.00	
Total 114:					9.10	.00	
4240	JERRY SEINER CHEVROLET, IN	2023868	ELEMENT KIT AND FILTER	05/13/2021	120.24	.00	
Total 4240:					120.24	.00	
139	JORGENSEN ASSOCIATES, PC	46497	Flat Creek Drive Design	05/18/2021	2,406.25	.00	
139	JORGENSEN ASSOCIATES, PC	46497	Flat Creek Drive Design	05/18/2021	2,998.75	.00	
139	JORGENSEN ASSOCIATES, PC	46506	Cache Creek Water RIghts Mappi	05/19/2021	260.40	.00	
139	JORGENSEN ASSOCIATES, PC	46507	Cache Creek Tube 2D Constructio	05/19/2021	7,552.45	.00	
Total 139:					13,217.85	.00	
5473	KELLERSTRASS ENTERPRISES	042830	6003 GALLONS OF MID-GRADE,	05/07/2021	28,691.91	.00	
5473	KELLERSTRASS ENTERPRISES	1344557	DEFENDAL GLOBAL AEK	05/13/2021	123.90	.00	
Total 5473:					28,815.81	.00	
2485	KENWORTH SALES COMPANY	IDFIN4590002	10 WHEEL SEALS FOR INVENT	05/19/2021	327.00	.00	
Total 2485:					327.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 05-	3150 S ADAMS CANYON DR, JA	05/24/2021	151.00	.00	
156	LOWER VALLEY ENERGY INC	92050-003 05-	SPRUCE DR PUMP HOUSE, JA	05/24/2021	230.83	.00	
156	LOWER VALLEY ENERGY INC	92050-005 05-	CACHE KUDAR LT, JACKSON,	05/24/2021	47.52	.00	
156	LOWER VALLEY ENERGY INC	92050-006 05-	N CACHE ST LIGHTING, JACKS	05/24/2021	28.21	.00	
156	LOWER VALLEY ENERGY INC	92050-008 05-	CEMETERY, JACKSON, WY	05/24/2021	22.71	.00	
156	LOWER VALLEY ENERGY INC	92050-010 05-	ELY SPRINGS RD WELL 6,7,8, J	05/24/2021	2,466.19	.00	
156	LOWER VALLEY ENERGY INC	92050-014 05-	135 E BROADWAY AVE HEAT TA	05/24/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-016 05-	210 N CACHE ST HOME RANCH	05/24/2021	35.96	.00	
156	LOWER VALLEY ENERGY INC	92050-017 05-	WASTE WATER TRTMT INTERM	05/24/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 05-	RANGEVIEW DR LIFT PUMP CO	05/24/2021	69.24	.00	
156	LOWER VALLEY ENERGY INC	92050-020 05-	S HWY 89 PATHWAY TUNNEL LT	05/24/2021	53.86	.00	
156	LOWER VALLEY ENERGY INC	92050-021 05-	150 E PEARL AVE, JACKSON, W	05/24/2021	1,175.33	.00	
156	LOWER VALLEY ENERGY INC	92050-023 05-	RANGEVIEW DR LOTS 18,19 LT	05/24/2021	17.92	.00	
156	LOWER VALLEY ENERGY INC	92050-024 05-	1605 BERGER LN SEWER LIFT	05/24/2021	20.32	.00	
156	LOWER VALLEY ENERGY INC	92050-025 05-	450 W SNOW KING AVE NEW S	05/24/2021	339.42	.00	
156	LOWER VALLEY ENERGY INC	92050-026 05-	450 W SNOW KING AVE SHOP, J	05/24/2021	186.88	.00	
156	LOWER VALLEY ENERGY INC	92050-027 05-	RANGEVIEW DR LOTS 20,21 LT	05/24/2021	17.86	.00	
156	LOWER VALLEY ENERGY INC	92050-028 05-	RANGEVIEW DR LOTS 26,27 LT	05/24/2021	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-030 05-	RANGEVIEW DR LOTS 95,96 LT	05/24/2021	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-031 05-	MOUNTAIN VIEW LN LOT 38,39	05/24/2021	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-032 05-	LILAC LN LOTS 88,89 LTS, JACK	05/24/2021	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-034 05-	LILAC LN LOTS 80,81 LTS, JACK	05/24/2021	16.63	.00	
156	LOWER VALLEY ENERGY INC	92050-035 05-	RANGEVIEW DR LOTS 41,42 LT	05/24/2021	18.44	.00	
156	LOWER VALLEY ENERGY INC	92050-036 05-	RANGEVIEW DR LOTS 12,13 LT	05/24/2021	18.44	.00	
156	LOWER VALLEY ENERGY INC	92050-039 05-	LILAC LN LOTS 86,87 LTS, JACK	05/24/2021	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-040 05-	CORNER CREEK & LILAC LOTS	05/24/2021	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-041 05-	LILAC & DAISY LOTS 99,101 LTS	05/24/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 05-	CORNER CREEK LOTS 68,69 LT,	05/24/2021	16.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-044 05-	SNOW KING ESTATES BOOSTE	05/24/2021	186.88	.00	
156	LOWER VALLEY ENERGY INC	92050-045 05-	TOWN SQUARE LIGHTS, JACKS	05/24/2021	42.09	.00	
156	LOWER VALLEY ENERGY INC	92050-047 05-	WASTE WATER TRTMT UV BLD	05/24/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 05-	WASTE WATER TRTMT PTB 545	05/24/2021	11,204.69	.00	
156	LOWER VALLEY ENERGY INC	92050-050 05-	2 MG TANK, JACKSON, WY | 200	05/24/2021	18.17	.00	
156	LOWER VALLEY ENERGY INC	92050-051 05-	WELL #5 KARNS MEADOW DR,	05/24/2021	1,840.60	.00	
156	LOWER VALLEY ENERGY INC	92050-052 05-	675 E BROADWAY AVE WELL #1	05/24/2021	15.33	.00	
156	LOWER VALLEY ENERGY INC	92050-053 05-	WELLS #2 & #3, JACKSON, WY	05/24/2021	2,796.70	.00	
156	LOWER VALLEY ENERGY INC	92050-054 05-	CITY WELL ELK REF 1, JACKSO	05/24/2021	31.58	.00	
156	LOWER VALLEY ENERGY INC	92050-055 05-	CITY WELL ELK REF 2, JACKSO	05/24/2021	22.12	.00	
156	LOWER VALLEY ENERGY INC	92050-056 05-	CITY WELL ELK REF 3, JACKSO	05/24/2021	26.32	.00	
156	LOWER VALLEY ENERGY INC	92050-059 05-	440 W SNOW KING AVE POLICE	05/24/2021	59.97	.00	
156	LOWER VALLEY ENERGY INC	92050-060 05-	400 W SNOW KING AVE S GAR,	05/24/2021	56.81	.00	
156	LOWER VALLEY ENERGY INC	92050-061 05-	400 W SNOW KING AVE PUBLIC	05/24/2021	270.25	.00	
156	LOWER VALLEY ENERGY INC	92050-074 05-	CRABTREE LN THAW WELL #2,	05/24/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 05-	145 W HANSEN AVE FRONT, JA	05/24/2021	75.16	.00	
156	LOWER VALLEY ENERGY INC	92050-079 05-	145 W HANSEN AVE BACK, JAC	05/24/2021	82.23	.00	
156	LOWER VALLEY ENERGY INC	92050-081 05-	IRR CONTROL & LTS PEARL ST,	05/24/2021	21.74	.00	
156	LOWER VALLEY ENERGY INC	92050-082 05-	400 W SNOW KING AVE E STOR	05/24/2021	102.03	.00	
156	LOWER VALLEY ENERGY INC	92050-092 05-	3150 S ADAMS CANYON DR ANI	05/24/2021	169.92	.00	
156	LOWER VALLEY ENERGY INC	92050-102 05-	145 W HANSEN AVE FRONT, JA	05/24/2021	21.06	.00	
156	LOWER VALLEY ENERGY INC	92050-106 05-	940 SIMON LN, JACKSON, WY |	05/24/2021	90.65	.00	
156	LOWER VALLEY ENERGY INC	92050-111 05-2	PEARL - WILLOW ST LIGHT, JA	05/24/2021	17.35	.00	
156	LOWER VALLEY ENERGY INC	92050-114 05-2	210 N CACHE ST HOME RANCH	05/24/2021	259.27	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369	MULTIPLE STREET LIGHTS	05/24/2021	2,027.84	.00	
156	LOWER VALLEY ENERGY INC	92050-126 05-	SPRING WATER LN LIFT STATIO	05/24/2021	20.78	.00	
156	LOWER VALLEY ENERGY INC	92050-127 05-	3337 S CODY CREEK DR LIFT S	05/24/2021	132.02	.00	
156	LOWER VALLEY ENERGY INC	92050-130 05-	3 CREEK RANCH AFFORDABLE	05/24/2021	21.67	.00	
156	LOWER VALLEY ENERGY INC	92050-131 05-	195 E DELONEY AVE RESTROO	05/24/2021	155.85	.00	
156	LOWER VALLEY ENERGY INC	92050-132 05-	160 S MILLWARD ST PARKING	05/24/2021	833.01	.00	
156	LOWER VALLEY ENERGY INC	92050-134 05-	160 S MILLWARD ST PARKING	05/24/2021	57.87	.00	
156	LOWER VALLEY ENERGY INC	92050-332 05-	185 N GLENWOOD MCCABE PR	05/24/2021	26.84	.00	
156	LOWER VALLEY ENERGY INC	92050-334 05-	JOSEPHINE LOOP LOT 15 LIFT	05/24/2021	91.81	.00	
156	LOWER VALLEY ENERGY INC	92050-336 05-	HIDDEN RANCH PATHWAY TUN	05/24/2021	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-341 05-	210 N CACHE ST HOME RANCH	05/24/2021	25.27	.00	
156	LOWER VALLEY ENERGY INC	92050-342 05-	25 S REDMOND ST LT PEDESTA	05/24/2021	29.56	.00	
156	LOWER VALLEY ENERGY INC	92050-345 05-	930 SIMON LN, JACKSON, WY |	05/24/2021	94.50	.00	
156	LOWER VALLEY ENERGY INC	92050-353 05-	W DELONEY & BROADWAY LTS,	05/24/2021	64.33	.00	
156	LOWER VALLEY ENERGY INC	92050-355 05-	S CACHE SE OF CENTER ARTS	05/24/2021	58.59	.00	
156	LOWER VALLEY ENERGY INC	92050-356 05-	55 KARNS MEADOW DR START	05/24/2021	663.50	.00	
156	LOWER VALLEY ENERGY INC	92050-357 05-	55 KARNS MEADOW DR START	05/24/2021	2,201.54	.00	
156	LOWER VALLEY ENERGY INC	92050-358 05-	650 W BROADWAY PATHWAY LT	05/24/2021	55.28	.00	
156	LOWER VALLEY ENERGY INC	92050-359 05-	MILLER PARK PARKING LOT CH	05/24/2021	56.65	.00	
156	LOWER VALLEY ENERGY INC	92050-360 05-	1035 W BROADWAY AVE PATH	05/24/2021	26.84	.00	
156	LOWER VALLEY ENERGY INC	92050-361 05-	625 W BROADWAY AVE NEW P	05/24/2021	20.44	.00	
156	LOWER VALLEY ENERGY INC	92050-362 05-	STELLARIA LN/S HWY 89 LIGHT	05/24/2021	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-363 05-	455 VINE ST UTIL, JACKSON, W	05/24/2021	40.29	.00	
156	LOWER VALLEY ENERGY INC	92050-364 05-	65 VIRGINIAN LN #5, JACKSON,	05/24/2021	41.65	.00	
156	LOWER VALLEY ENERGY INC	92050-365 05-	65 VIRGINIAN LN #7, JACKSON,	05/24/2021	60.29	.00	
156	LOWER VALLEY ENERGY INC	92050-367 05-	455 VINE ST APT #3, JACKSON,	05/24/2021	40.03	.00	
156	LOWER VALLEY ENERGY INC	92050-368 05-	455 VINE ST APT #4, JACKSON,	05/24/2021	55.22	.00	
156	LOWER VALLEY ENERGY INC	92050-370 05-	2022 WILDFLOWER CT, JACKS	05/24/2021	32.63	.00	
156	LOWER VALLEY ENERGY INC	92050-371 05-	2022 WILDFLOWER CT, JACKS	05/24/2021	42.33	.00	
156	LOWER VALLEY ENERGY INC	92050-374 05-	455 VINE ST APT #1, JACKSON,	05/24/2021	36.01	.00	
156	LOWER VALLEY ENERGY INC	92050-375 05-	155 E PEARL AVE, JACKSON, W	05/24/2021	22.71	.00	
156	LOWER VALLEY ENERGY INC	92050-376 05-	149 E PEARL AVE, JACKSON, W	05/24/2021	104.14	.00	
156	LOWER VALLEY ENERGY INC	92050-378 05-	145 E PEARL AVE #A EAST, JAC	05/24/2021	25.23	.00	
156	LOWER VALLEY ENERGY INC	92050-381 05-	915 SIMON LN, JACKSON, WY |	05/24/2021	91.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-382 05-	BUDGE DR LT SYSTEM, JACKS	05/24/2021	19.29	.00	
156	LOWER VALLEY ENERGY INC	92050-383 05-	SNOW KING DR WATER TANK C	05/24/2021	17.47	.00	
156	LOWER VALLEY ENERGY INC	92050-385 05-	85 N SPRING GULCH RD SPRIN	05/24/2021	178.43	.00	
156	LOWER VALLEY ENERGY INC	92050-388 05-	121 SHERWOOD CT BLDG 2 BU	05/24/2021	30.12	.00	
156	LOWER VALLEY ENERGY INC	92050-389 05-	1640 MARTIN LN LIFT STATION,	05/24/2021	20.77	.00	
156	LOWER VALLEY ENERGY INC	92050-390 05-	400 W SNOW KING AVE HOUSI	05/24/2021	158.81	.00	
156	LOWER VALLEY ENERGY INC	92050-391 05-	400 W SNOW KING AVE PARK M	05/24/2021	180.88	.00	
156	LOWER VALLEY ENERGY INC	92050-392 05-	400 W SNOW KING AVE ADMIN,	05/24/2021	197.21	.00	
156	LOWER VALLEY ENERGY INC	92050-393 05-	400 W SNOW KING AVE EMPLO	05/24/2021	318.73	.00	
Total 156:					30,951.40	.00	
5108	Marquina, Francisca	061121	restitution case 06-09-0034	06/11/2021	100.00	.00	
Total 5108:					100.00	.00	
998	METROQUIP INC	P09489	BEARINGS FOR SWEEPER	05/11/2021	105.89	.00	
Total 998:					105.89	.00	
3932	MILLER SANITATION	18247	Cleaning Bus stop trash cans- Ma	05/06/2021	315.00	.00	
3932	MILLER SANITATION	18272	Cleaning Bus Stop Trash cans- Ju	06/04/2021	315.00	.00	
Total 3932:					630.00	.00	
6832	MOLDEY, MICHAEL	060921	BAIL REFUND CASE 21-03-0295	06/09/2021	1,740.00	.00	
Total 6832:					1,740.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4560434001	SUPPLIES FOR BOTH SHOPS	05/13/2021	144.83	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4598377001	SHOP SUPPLIES	05/06/2021	378.62	.00	
Total 4623:					523.45	.00	
257	NAPA AUTO PARTS INC.	976189	BRAKES FOR SO	03/08/2021	313.63	.00	
257	NAPA AUTO PARTS INC.	985986	PARTS FOR CORONER SUBUR	04/30/2021	17.54	.00	
257	NAPA AUTO PARTS INC.	986409	BRAKES FOR PD TAHOE	05/03/2021	36.99	.00	
257	NAPA AUTO PARTS INC.	986924	BRAKES FOR SO	05/05/2021	162.11	.00	
257	NAPA AUTO PARTS INC.	986969	WHEEL BEARING FOR SO	05/05/2021	216.92	.00	
257	NAPA AUTO PARTS INC.	987156	FUNNELS FOR SHOP	05/06/2021	12.91	.00	
257	NAPA AUTO PARTS INC.	987368	FILTER FOR ROAD AND LEVEE	05/07/2021	28.04	.00	
257	NAPA AUTO PARTS INC.	987535	BRAKE ROTORS FOR SO	05/07/2021	93.00	.00	
257	NAPA AUTO PARTS INC.	987624	CREdit	05/08/2021	146.99-	.00	
257	NAPA AUTO PARTS INC.	987668	AIR FILTER FOR COUNTY ADMI	06/08/2021	12.92	.00	
257	NAPA AUTO PARTS INC.	987905	WASHER PUMPS FOR SO	05/10/2021	33.73	.00	
257	NAPA AUTO PARTS INC.	987931	BATTERIES FOR MOBILE LIFTS	05/10/2021	227.34	.00	
257	NAPA AUTO PARTS INC.	988779	OIL FILTERS FOR RESALE	05/13/2021	13.68	.00	
257	NAPA AUTO PARTS INC.	988790	CREidt	05/13/2021	3.42-	.00	
257	NAPA AUTO PARTS INC.	989007	OIL FILTER	05/14/2021	3.94	.00	
257	NAPA AUTO PARTS INC.	989491	FILTERS FOR SNOW KING FOR	05/17/2021	16.39	.00	
257	NAPA AUTO PARTS INC.	989506	Belt	05/17/2021	4.56	.00	
257	NAPA AUTO PARTS INC.	989640	SCREWS FOR INVENTORY	05/18/2021	42.90	.00	
257	NAPA AUTO PARTS INC.	989750	LATEX GLOVES FOR MECHANI	05/18/2021	59.98	.00	
Total 257:					1,146.17	.00	
187	NELSON ENGINEERING	54772	professional services to amend a l	03/31/2021	390.00	.00	
187	NELSON ENGINEERING	54930	(April) professional services to am	04/29/2021	1,040.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
187	NELSON ENGINEERING	55387	Thaw Well Design	05/31/2021	1,473.50	.00	
187	NELSON ENGINEERING	55419	professional services for well bid a	05/31/2021	10,682.50	.00	
Total 187:					13,586.00	.00	
4978	NETSUPPORT INCORPORATED	546760	Additional licenses for NetSupport	06/10/2021	1,703.50	.00	
Total 4978:					1,703.50	.00	
513	ON SIGHT LAND SURVEYORS I	06/02/21	P21-118	06/02/2021	600.00	.00	
Total 513:					600.00	.00	
5707	PERFORM PRINTING INC	P791	business cards	06/15/2021	211.35	.00	
Total 5707:					211.35	.00	
6483	PREMIER TRUCK- SALT LAKE C	775285677	BUS DOT PARTS	05/05/2021	1,744.19	.00	
6483	PREMIER TRUCK- SALT LAKE C	775287124	30LB FREON	05/11/2021	84.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775285677	CREDIT	05/17/2021	305.90-	.00	
Total 6483:					1,522.29	.00	
6454	PROCTOR, CJ	060721	mounted horse lease, 2 months	06/07/2021	350.00	.00	
Total 6454:					350.00	.00	
6833	PROTHMAN	061021	Exec Search Firm for Transit Dire	06/10/2021	6,833.33	.00	
Total 6833:					6,833.33	.00	
6665	ROOTED LANDSCAPE ARCHIT	327	Downtown Ped Project additional	06/01/2021	595.00	.00	
Total 6665:					595.00	.00	
4125	ROSS CONCRETE CONST LLC	052721	Town Hall - south sidewalk	05/27/2021	4,392.00	.00	
Total 4125:					4,392.00	.00	
2597	RUSCHILL, RUSSELL	060721	mounted horse lease (2 months)	06/07/2021	350.00	.00	
Total 2597:					350.00	.00	
4831	SCHAEFFER MFG. CO	PXG3940-INV1	55 GALLON DRUM OIL	05/10/2021	1,332.65	.00	
Total 4831:					1,332.65	.00	
6570	SCHMIDL, HEIDI	060521	patrol car fuel	06/05/2021	48.37	.00	
Total 6570:					48.37	.00	
4691	SCHOW'S TRUCK CENTER	C005049191:0	BRAKE PARTS FOR DOT	05/19/2021	1,552.18	.00	
Total 4691:					1,552.18	.00	
231	SHERVIN'S INDEPENDENT OIL	02100	2 TIRES FOR SWEEPER	05/21/2021	481.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 231:					481.00	.00	
4359	SHERWIN-WILLIAMS CO.	6303-0	RED PAINT	05/03/2021	36.00	.00	
Total 4359:					36.00	.00	
4720	SILVERSTAR	54639 060121	MONTHLY CHARGES	06/01/2021	2,491.17	.00	
4720	SILVERSTAR	654791 06 01 2	W SNOW KING INTERNET SER	06/01/2021	869.73	.00	
Total 4720:					3,360.90	.00	
6239	SIMIC, BRETT	061521	release remaining bond amount b	06/15/2021	2,000.00	2,000.00	06/15/2021
Total 6239:					2,000.00	2,000.00	
5632	SNAKE RIVER MEP COMPLETE,	6633	Si-Ferrin = mechanical rough-in la	06/07/2021	7,400.00	.00	
Total 5632:					7,400.00	.00	
4699	SNAKE RIVER ROASTING	69551	Coffee for staff	06/14/2021	97.90	.00	
Total 4699:					97.90	.00	
5633	SNAKE RIVER SUPPLY, LLC	SI-FERRIN MA	Si-Ferrin = mechanical rough-in m	06/07/2021	20,634.00	.00	
Total 5633:					20,634.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625006212	EXAM	05/18/2021	60.59	.00	
1505	SPRING CREEK ANIMAL HOSPI	625006323	MEDICAL	05/19/2021	275.94	.00	
Total 1505:					336.53	.00	
5592	St. John's Church	060421	release bond for 170 North Glenw	06/04/2021	13,125.00	13,125.00	06/04/2021
Total 5592:					13,125.00	13,125.00	
6165	STEPHENS, SAM	052621	remibursemnet for pizza bought o	05/26/2021	57.00	.00	
6165	STEPHENS, SAM	060721	DOT Physical	06/07/2021	155.00	.00	
Total 6165:					212.00	.00	
5260	STEPHENS, SHAWN	061321	travel reimbursement	06/13/2021	378.00	.00	
5260	STEPHENS, SHAWN	061321	travel reimbursement	06/13/2021	203.07	.00	
5260	STEPHENS, SHAWN	061321	travel reimbursement	06/13/2021	344.25	.00	
5260	STEPHENS, SHAWN	061321	travel reimbursement	06/13/2021	98.00	.00	
Total 5260:					1,023.32	.00	
3989	STINKY PRINTS, INC	61658	Si-Ferrin = construction drawings	04/28/2021	42.84	.00	
Total 3989:					42.84	.00	
1054	SUNRISE ENVIRONMENTAL	121134	SHOP SUPPLIES FOR RESALE	05/18/2021	236.79	.00	
Total 1054:					236.79	.00	
4990	Swagit Productions, LLC	17795	12 qty. monthly payment for Swagi	04/30/2021	1,775.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4990	Swagit Productions, LLC	18015	12 qty. monthly payment for Swagi	05/31/2021	1,775.00	.00	
Total 4990:					3,550.00	.00	
4073	TETON COUNTY INMATE FUND	593	may INMATES	06/02/2021	1,080.00	.00	
Total 4073:					1,080.00	.00	
1443	TETON COUNTY CLERK	060121	MONTLY CONTRIBUTION	06/01/2021	37,341.00	.00	
1443	TETON COUNTY CLERK	061521	Electrical Permits for 20-21 year	06/15/2021	85,034.13	.00	
1443	TETON COUNTY CLERK	063021	MONTLY CONTRIBUTION	06/23/2021	4,977.00	.00	
Total 1443:					127,352.13	.00	
6813	TETON COUNTY PLANNING & B	162	NSP Contract	06/09/2021	18,882.28	.00	
Total 6813:					18,882.28	.00	
2362	TETON COUNTY PUBLIC HEALT	21-2345	Jeremy Minor Hep B shot	05/19/2021	105.00	.00	
Total 2362:					105.00	.00	
1227	TETON COUNTY SCHOOL DIST	061521	SCHOOL EXACTIONS 20-21	06/15/2021	78,000.00	.00	
Total 1227:					78,000.00	.00	
2327	TETON COUNTY SHERIFF-DISP	043021	MONTHLY CONTRIBUTION	04/30/2021	48,811.71	.00	
2327	TETON COUNTY SHERIFF-DISP	053121	MONTHLY CONTRIBUTION	05/31/2021	35,165.20	.00	
Total 2327:					83,976.91	.00	
996	TETON COUNTY SPECIAL FIRE	043021	MONTHLY CONTRIBURTION	04/30/2021	16,642.07	.00	
996	TETON COUNTY SPECIAL FIRE	053121	MONTHLY CONTRIBURTION	05/31/2021	16,520.99	.00	
Total 996:					33,163.06	.00	
1614	TETON COUNTY-FUND 10	050121	MONTHLY CONTRIBUTION - JOI	05/01/2021	3,828.04	.00	
1614	TETON COUNTY-FUND 10	053121	MONTHLY PATHWAYS CONTRIB	05/31/2021	6,588.78	.00	
Total 1614:					10,416.82	.00	
3027	TETON COUNTY-FUND 13	053121	MONTHLY CONTRIBUTION	05/31/2021	107,600.21	.00	
Total 3027:					107,600.21	.00	
5977	TETON EXCAVATION LLC	0000203	Town Hall - South sidewalk excav	05/18/2021	5,288.50	.00	
Total 5977:					5,288.50	.00	
268	TETON MOTORS INC	052021	2019 CHEVE SUMMUT WHITE	05/20/2021	55,778.00	.00	
268	TETON MOTORS INC	5098125 1	WASHER RESERVOIR FOR CO	04/28/2021	47.66	.00	
268	TETON MOTORS INC	5098136 1	BELT FOR TAHOE	04/29/2021	23.66	.00	
268	TETON MOTORS INC	5098176 1	4X4 PARTS FOR CORONER	05/03/2021	351.72	.00	
268	TETON MOTORS INC	5098178 1	HOSE FOE TCSO TAHOE	05/03/2021	9.69	.00	
268	TETON MOTORS INC	5098227 1	HYB	05/10/2021	116.76	.00	
268	TETON MOTORS INC	5098228 1	INSULATOR FOR PD	05/10/2021	75.63	.00	
268	TETON MOTORS INC	5098291 1	ACTUATOR FOR SO	05/14/2021	188.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					56,591.82	.00	
3162	TETON TRASH REMOVAL, INC.	21 JUN 950	12 months of trash removal for 14	06/01/2021	47.00	.00	
Total 3162:					47.00	.00	
3237	THE AFTERMARKET PARTS CO	82382875	ALTERNATOR BRUSHES FOR B	05/11/2021	166.26	.00	
Total 3237:					166.26	.00	
6560	THEMADJAJA, JAMIE LYNN	093020	refund application fee	09/30/2020	37.00	37.00	06/15/2021
Total 6560:					37.00	37.00	
3955	THOMSON WEST	644434684	MONTHLY CHARGE	05/31/2021	451.39	.00	
3955	THOMSON WEST	644434684	MONTHLY CHARGE	05/31/2021	451.40	.00	
Total 3955:					902.79	.00	
6579	TITLE 22 CONSULTANTS	21-0019	P21-118	06/02/2021	526.97	.00	
Total 6579:					526.97	.00	
5038	TREFONAS LAW, P.C.	053121	Public Defender Services	05/31/2021	326.97	.00	
Total 5038:					326.97	.00	
777	UPPER CASE PRINTING INK	17168	Town Newsletter	06/03/2021	464.80	.00	
777	UPPER CASE PRINTING INK	17168	Town Newsletter	06/03/2021	464.80	.00	
Total 777:					929.60	.00	
706	USA BLUE BOOK	597517	new phosphate pump and rebuild	05/07/2021	1,327.54	.00	
Total 706:					1,327.54	.00	
3420	VISA	Admin 1 #5397	icma job ad	05/24/2021	262.50	.00	
3420	VISA	Admin 1 #5397	coolworks	05/24/2021	318.00	.00	
3420	VISA	Admin 1 #5397	transittalent	05/24/2021	135.00	.00	
3420	VISA	Admin 1 #5397	pinky g's	05/24/2021	78.74	.00	
3420	VISA	Admin 1 #5397	neogov	05/24/2021	199.00	.00	
3420	VISA	Admin 1 #5397	j. brower	05/24/2021	975.00	.00	
3420	VISA	Admin 1 #5397	pawleys shammocks	05/24/2021	1,943.16	.00	
3420	VISA	ANIMAL 7294	vacrx	05/24/2021	358.95	.00	
3420	VISA	ANIMAL 7294	vista print	05/24/2021	5.30	.00	
3420	VISA	ANIMAL 7294	smiths	05/24/2021	170.46	.00	
3420	VISA	ANIMAL 7294	revival animal	05/24/2021	95.99-	.00	
3420	VISA	Chief 1115 05/2	travel expenses	05/24/2021	73.27	.00	
3420	VISA	Chief 1115 05/2	o'rourkes	05/24/2021	21.85	.00	
3420	VISA	Chief 1115 05/2	amazon	05/24/2021	126.14	.00	
3420	VISA	Chief 1115 05/2	travel expenses	05/24/2021	470.22	.00	
3420	VISA	Chief 1115 05/2	paypal tharpecon	05/24/2021	600.00	.00	
3420	VISA	Chief 1115 05/2	4imprint	05/24/2021	121.52	.00	
3420	VISA	Chief 1115 05/2	iacp	05/24/2021	425.00	.00	
3420	VISA	Chief 1115 05/2	pinky g's	05/24/2021	130.07	.00	
3420	VISA	Finance 1073 0	defense solutions	05/24/2021	386.10	.00	
3420	VISA	Finance 1073 0	Travel expenses	05/24/2021	152.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	IT - 6908 05/24	ny city sub	05/24/2021	70.21	.00	
3420	VISA	IT - 6908 05/24	dish	05/24/2021	.06	.00	
3420	VISA	IT - 6908 05/24	garmin	05/24/2021	1.00	.00	
3420	VISA	IT - 6908 05/24	amazon	05/24/2021	197.99	.00	
3420	VISA	IT - 6908 05/24	go-daddy	05/24/2021	409.12	.00	
3420	VISA	IT - 6908 05/24	soi nexiq	05/24/2021	4,537.50	.00	
3420	VISA	IT - 6908 05/24	concrete 5	05/24/2021	90.00	.00	
3420	VISA	IT - 6908 05/24	iphone payment	05/24/2021	244.64	.00	
3420	VISA	Lt 2 #1123 05/2	travel expenses	05/24/2021	153.12	.00	
3420	VISA	Lt 2 #1123 05/2	ace hardware	05/24/2021	8.46	.00	
3420	VISA	Lt 2 #1123 05/2	sidewinders	05/24/2021	63.00	.00	
3420	VISA	Lt 2 #1123 05/2	paypal sagedyamic	05/24/2021	600.00	.00	
3420	VISA	Lt 2 #1123 05/2	maverick	05/24/2021	33.00	.00	
3420	VISA	Lt 2 #1123 05/2	credit	05/24/2021	695.00-	.00	
3420	VISA	Lt 2 #1123 05/2	sign up genius	05/24/2021	269.89	.00	
3420	VISA	Planning 1 #60	mailchimp	05/24/2021	52.99	.00	
3420	VISA	Planning 1 #60	amazon	05/24/2021	43.80	.00	
3420	VISA	Police 3 #0355	travel expenses	05/24/2021	304.76	.00	
3420	VISA	Police 3 #0355	ups	05/24/2021	24.67	.00	
3420	VISA	Police 3 #0355	travel expenses	05/24/2021	125.12	.00	
3420	VISA	Police 3 #0355	amazon	05/24/2021	174.13	.00	
3420	VISA	Police 3 #0355	cowboy coffee	05/24/2021	200.00	.00	
3420	VISA	Police 3 #0355	ups	05/24/2021	17.18	.00	
3420	VISA	Police 3 #0355	albertson	05/24/2021	71.30	.00	
3420	VISA	PW 1 #8144 05	pinky g's	05/24/2021	176.51	.00	
3420	VISA	PW 1 #8144 05	cutty;s	05/24/2021	60.06	.00	
3420	VISA	PW 1 #8144 05	staples	05/24/2021	70.98	.00	
3420	VISA	PW 1 #8144 05	amazon	05/24/2021	19.12	.00	
3420	VISA	PW 1 #8144 05	sirius/xm	05/24/2021	247.51	.00	
3420	VISA	PW 1 #8144 05	traffic safety	05/24/2021	698.57	.00	
3420	VISA	PW 1 #8144 05	sears	05/24/2021	17.12	.00	
3420	VISA	PW 1 #8144 05	sears	05/24/2021	92.89	.00	
3420	VISA	PW 1 #8144 05	amazon	05/24/2021	191.61	.00	
3420	VISA	PW 1 #8144 05	amazon	05/24/2021	12.99	.00	
3420	VISA	PW 1 #8144 05	dominos	05/24/2021	89.83	.00	
3420	VISA	PW 1 #8144 05	amazon	05/24/2021	869.00	.00	
3420	VISA	PW 1 #8144 05	dominos	05/24/2021	237.30	.00	
3420	VISA	PW 1 #8144 05	albertsons	05/24/2021	24.97	.00	
3420	VISA	PW 1 #8144 05	asme	05/24/2021	50.88	.00	
3420	VISA	PW 1 #8144 05	american water works	05/24/2021	344.00	.00	
3420	VISA	PW 1 #8144 05	cutty;s	05/24/2021	60.06	.00	
3420	VISA	Sergeant #106	national medical svc	05/24/2021	48.00	.00	
3420	VISA	Sergeant #106	npca.net	05/24/2021	60.00	.00	
3420	VISA	Sergeant #106	travel expenses	05/24/2021	1,395.16	.00	
3420	VISA	START 2 1214	credit	05/24/2021	950.00-	.00	
3420	VISA	START 2 1214	staples	05/24/2021	78.81	.00	
3420	VISA	START 2 1214	amazon	05/24/2021	275.60	.00	
3420	VISA	START 2 1214	credit hotel	05/24/2021	230.98-	.00	
3420	VISA	START 2 1214	jj keller	05/24/2021	445.20	.00	
3420	VISA	START 2 1214	ace hardware	05/24/2021	27.54	.00	
3420	VISA	START 2 1214	supplies	05/24/2021	132.84	.00	
3420	VISA	START 2 1214	Sidewinders	05/24/2021	137.22	.00	
3420	VISA	START 2 1214	fedex & staples	05/24/2021	24.84	.00	
3420	VISA	START 2 1214	pinky g's	05/24/2021	308.70	.00	
3420	VISA	START 2 1214	albertsons	05/24/2021	158.54	.00	
3420	VISA	Victim 9126 05/	macecom	05/24/2021	407.90	.00	
3420	VISA	Victim 9126 05/	pimsleur	05/24/2021	158.95	.00	
3420	VISA	Victim 9126 05/	uniform advantage	05/24/2021	396.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Victim 9126 05/	coca-cola	05/24/2021	17.60	.00	
3420	VISA	Victim 9126 05/	stillwest	05/24/2021	59.61	.00	
3420	VISA	Victim 9126 05/	dallas childrens advocacy	05/24/2021	1,200.00	.00	
3420	VISA	Victim 9126 05/	amazon	05/24/2021	37.09	.00	
3420	VISA	Victim 9126 05/	staples	05/24/2021	269.24	.00	
3420	VISA	Victim 9126 05/	amazon	05/24/2021	41.61	.00	
3420	VISA	Victim 9126 05/	smiths	05/24/2021	541.60	.00	
3420	VISA	Victim 9126 05/	2021 wyojscy	05/24/2021	105.86	.00	
3420	VISA	Victim 9126 05/	stuffed safari	05/24/2021	676.49	.00	
Total 3420:					22,941.90	.00	
192	WEBER, MICHELLE	060721	mounted horse lease (2 months)	06/07/2021	350.00	.00	
Total 192:					350.00	.00	
563	WESTBANK SANITATION	3705879	weekly trash service	06/01/2021	715.37	.00	
563	WESTBANK SANITATION	3707978	transh pickup at 940 Simon Lane	06/01/2021	51.78	.00	
Total 563:					767.15	.00	
1640	WESTERN STATE	IN001657948	STEER SWITCH FOR FORK LIF	05/19/2021	37.05	.00	
Total 1640:					37.05	.00	
6835	WESTVIEW PATNERS, LLC	061521	RETURN BOND B19-0390,B19-0	06/15/2021	37,438.00	37,438.00	06/15/2021
Total 6835:					37,438.00	37,438.00	
2802	WESTWOOD CURTIS	20-18	Cache Tube 2D Construction	06/10/2021	350,054.10	.00	
2802	WESTWOOD CURTIS	20-18	Cache Tube 2D Construction	06/10/2021	76,300.65	.00	
Total 2802:					426,354.75	.00	
3619	WY CHILD SUPPORT ENFORCE	060321	case #209790	06/03/2021	146.76	146.76	06/03/2021
Total 3619:					146.76	146.76	
3278	WY DEPT OF ENVIROMENAL Q	061421	pay DEQ for grant fund reimburse	06/14/2021	13,411.50	.00	
Total 3278:					13,411.50	.00	
2547	WYOMING FINANCIAL INSUANC	18762	ELIGIBILITY NOTICES	06/07/2021	54.00	.00	
Total 2547:					54.00	.00	
406	WYOMING LAW ENFORCEMEN	061121	OFFICER EDUCATION fees	06/11/2021	30.00	.00	
Total 406:					30.00	.00	
6824	WYOMING WATER RIGHTS CO	4798	Cache Creek Water Rights Resea	06/01/2021	4,940.00	.00	
Total 6824:					4,940.00	.00	
2179	XEROX CORPORATION	013536999	maintenance and supplies cost	06/01/2021	160.32	.00	
2179	XEROX CORPORATION	013537000	maintenance and supplies cost	06/01/2021	40.69	.00	
2179	XEROX CORPORATION	013537001	maintenance and supplies cost	06/01/2021	69.52	.00	
2179	XEROX CORPORATION	103537007	maintenance and supplies cost	06/01/2021	81.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2179	XEROX CORPORATION	13537002	maintenance and supplies cost	06/01/2021	21.34	.00	
Total 2179:					373.81	.00	
2842	YELLOW IRON EXCAVATION, LL	58154	trash removal - 915 Simon Lane	05/31/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	58260	trash removal 455 Vine street	05/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	58260	trash removal 455 vine street	05/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	58260	12 months of trash removal 455 vi	05/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	58260	12 months of trash removal 455 Vi	05/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	58394	trash removal 155 east Pearl	05/31/2021	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	58395	MAY TRASH REMOVAL	05/31/2021	70.00	.00	
2842	YELLOW IRON EXCAVATION, LL	58396	SNOW KING HOUSING	05/31/2021	720.00	.00	
Total 2842:					1,045.00	.00	
Grand Totals:					1,400,677.07	65,599.91	

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 TOWN COUNCIL
FOR THE MONTH OF MAY, 2021

During the month of May, the court received $22,287 in fines, costs, and fees.
208 new cases were docketed: 143 parking citations, 65 summons
19 cases were dismissed: 5 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

NAME	CITATION	OFFENSE	DISPOSITION	$
Anderson, Mark David	186001738AC	Failure To Obey Traffic Control Device	D-TS	0
Andraca Tenorio, Liliana	01460M	No Display Of Current Registration	BF	75
Ariano, Ryan Nicholas	01555M	Public Intoxication- Must Appear	BF	110
Austen, Garrett Thomas	186002112AC	Speed Limits Generally 30/15	BF	205
Becerra Morillon, Jacob B	186001713AC	Public Intoxication	BF	110
Bocardo Perez, Jesus D	186001304AC	No Driver's License	D- Per Town's Motion	0
Bomberger, Ryan James	186002124AC	Mph Over Limit Bond 36/25	BF	167
Brittingham, Thomas James	186001893AC	Dog Bite Causing Wound	D- Per Town's Motion	0
Chapin, Kathryn Telford	186002052AC	No Display Of Current Registration	BF	140
Clarke, Katie Elizabeth	186001952AC	Speed Limits Generally 33/20	BF	181
Coffinger, Morgan Mary	186001996AC	Public Intoxication	BF	110
Cohen-davis, Audrey	186001895AC	Dog Bite Causing Wound- Must Appear	D- Per Town's Motion	0
Conder, Halee M	98861N	No Display Of Current Registration	BF	70
Craven, Emily Elizabeth	186002005AC	Minor In Possession Alcohol- Must Appear	BF	150
Day, Peter S	186001776AC	Public Intoxication- Must Appear	BF	110
Del Castillo, Samantha Christina	186001553AC	Careless Driving	BF	240
Diggins, Tai Patrick	186002000AC	Minor In Possession Alcohol- Must Appear	BF	150
Dudley, Jason Alexander	186002110AC	Speed Limits Generally 46/30	BF	202
Dutro, Jerry Dean	186002128AC	No Display Of Current Registration	BF	140
Epperly, Chandler J.	186002056AC	Minor In Possession Alcohol- Must Appear	BF	150
Escobar, Macy Lyn	186002004AC	Minor In Possession Alcohol- Must Appear	D- Per Town's Motion	0
Folk, Destiny Dawn	186002090AC	Limitations On Backing	BF	90
Gonzalez Ramirez, Andrews	186001957AC	Failure To Maintain Liability Coverage	BF	560
Graham, Annie Lynn	186002063AC	Speed Limits Generally 48/30	BF	226
Gress, Shane Kincaid	186002061AC	Speed Limits Generally 46/30	BF	212
Hernandez-cejudo, Manuel	186002126AC	Failure To Yield Row Approaching Intersections	BF	90
Hill, Michael Petersen	186001603AC	Failure To Maintain Liability Coverage	BF	560
Hill, Michael Petersen	186001601AC	No Display Of Current Registration	BF	140
Hogan-nives, Diane L	186001991AC	Speed Limits Generally 45/30	D-TS	0
Jacobi, Maria Guadalupe M	186001469AC	Speed Limits Generally 37/20	BF	335
Johnsen, Kenneth Chris	186002094AC	Speed Limits Generally 42/25	BF	209
Kennedy, Reid	186001923AC	Minor In Possession Alcohol- Must Appear	BF	150
Koch, Christopher Werner	186001994AC	No Display Of Current Registration	BF	70
Lopez, Ivan Gamez	186002067AC	No Driver's License	BF	410
Lyle, Shannon Leigh	186001931AC	Speed Limits Generally 47/30	BF	209
Marquina Garcia, Salomon	186002029AC	Speed Limits Generally 44/30	BF	188
Martel, Timothy Richard	186002062AC	Speed Limits Generally 45/30	BF	205
Martinez Carrillo, Sandra	186002130AC	Unsafe Turning Movement	BF	90
Martinez Vasquez, Leonel	186001795AC	Public Intoxication	BF	110
Mcbride, Kaitlin A	98165N	Vehicle Shall Have At Least 2 Headlamps- Fix It	D- Per Town's Motion	0
Mcfarlane, Brennan Alexander	186002064AC	Limitations On Backing	BF	90
Mcwhorter, Sarah Martin	186002051AC	Speed Limits Generally 39/30	BF	133
Meiswinkel, Joshua	186002023AC	Minor In Possession Alcohol- Must Appear	BF	150
Meneses-cano, Cristian	186001990AC	No Driver's License	BF	410
Michel, Steven Oberman	186001470AC	Careless Driving	BF	240
Misiak, Laura Eileen	186002070AC	Use Of Cell Phone While Driving Prohibited	BF	75
Nelson, Benjamin W	98048N	Required Position & Method Of Turning At Intersections	BF	90
Netter, Abigail	186002022AC	Minor In Possession Alcohol- Must Appear	BF	150
Nichols, Theodore Stafford	186001988AC	Careless Driving	D-TS	0
Palmer, Joseph	01553M	Public Intoxication- Must Appear	BF	110
Pew, Shelly	186001940AC	No Display Of Current Registration	BF	140
Polo, Erin G	186001911AC	Use Of Cell Phone While Driving Prohibited-	BF	65
Quiroz Carrillo, Juana	186002144AC	No Driver's License	BF	410
Reyes Najera, Diana Carolina Yanavith	186001972AC	Speed Limits Generally 45/30	BF	205
Rioux, Cody James	186001542AC	No Display Of Current Registration	BF	140
Romaine, Sarah M	98864N	Limitations On Backing	BF	90
Ruan, Michael	00481M	Drive/control Veh Under Infl Alcohol Concentration 0.08% Or More	D- in accordance with WSS 7-13-301	0
Sachteleben, Jakob Andrew	186002151AC	Speed Limits Generally	BF	230

Sanchez Perez, Cristina	186001938AC	Stop Sign Violation	D-TS	0
Sawyer, Lilly	186001921AC	Minor In Possession Alcohol- Must Appear	BF	150
Shea, Connor P	01461M	Stop Sign Violation	BF	150
Sjogren, Karl A	01458M	Speed Limits Generally 46/30	D-TS	0
Skipitis, Cassandra Noelle	01459M	Breach Of Peace: Non-violent	BF	100
Springer, Robert E	01413M	No Driver's License		0
Thomas, Emma Sinclair	186001638AC	Failure To Yield Row Approaching Intersections	BF	45
Vaicek, Corbin Parker	186002001AC	Minor In Possession Alcohol- Must Appear	BF	150
Vicente Cahuex, Arelis Micaela	186001962AC	Failure To Maintain Liability Coverage	D- Valid information provided	0

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Evening Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: WildWalls	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Mayor and Council approve all special event applications requesting the use of public property and relief from Town ordinances behalf of the Town of Jackson.

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

Requested Action.
Staff is requesting Town Council to consider the special event application submitted by Jackson Hole Public Art to host the WildWalls special event located in the alley south of the Trio restaurant.

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

Background.
Jackson Hole Public Art is requesting permission to host a special event to celebrate the installation of WildWalls, an annual event during which local artists transform Jackson's blank exterior walls into an open-air gallery with temporary murals. On Tuesday, June 29, 2021 between the hours of 4:00pm until 7:00pm the applicant is requesting the use of the alleyway on the south side of Trio restaurant where one of these new murals is located. The applicant is requesting the use of the alleyway to view the mural and permission to serve free food and alcohol (21 and older) in the alleyway. Alcohol will not be permitted on public property outside of the alleyway located south of the Trio restaurant.

An estimated 200 people will attend the event over a 3-hour period. These attendees will move from mural to mural. The murals are located on the south side of the Trio building as well as on walls of various other buildings located on private property in town.

Requests associated with this event include:

1. Relief from Town ordinances as follows: Municipal Code 6.40.050 prohibits open containers and the consumption of alcohol on any street, sidewalk or curb or any other public property. Alcohol will not be permitted on public property outside of the alleyway located south of the Trio restaurant.
2. Permission for a 24-Hour Alcoholic Beverage Permit (Catering Permit).
3. Use of the alleyway located to the south of the Trio restaurant.

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

Possible Alternatives.
N/A

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

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

Fiscal Impact.
Fiscal impact includes a special event application fee of $27 and a catering permit of $20.

Staff Impact.
Staff impact includes:
- Departmental review of application (approximately 4 hours of total staff time).
- Preparation of staff report (approximately 2 hours).
- Preparation of Catering permit (approximately 30 minutes)

In total approximately 6.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

1. The applicant will adhere to all federal, state or local health orders in place at the start of the event.
2. The applicant will adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
3. The applicant shall clean up immediately the event and shall be responsible for the removal of all refuse and recycled material generated by the event.

4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
5. The applicant shall obtain an Catering Permit for the Town of Jackson covering the event.
6. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
7. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
8. The applicant shall be responsible for the production, posting and removal of the no parking signage. As such, it will be the responsibility of the applicant to remove or tow vehicles parked in spaces intended for use by vendors.
9. Any additional conditions as directed by the Town Council.
10. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked.
11. Only 16oz or smaller plastic cups (or other 16oz cups pre-approved by the Town) are used for beer distribution.
12. The applicant shall report any incidents of underage drinking or potential over consumption of alcohol to the Police.
13. The applicant will post *no alcohol consumption beyond this point* signs at either end of the alleyway to the south of Trio. These exit points will be staffed by personnel monitor participants ensuring that open alcohol does not leave the approved area.

Attachments or Links.
Special Event application
Town of Jackson Special Event Policy with COVID-19 Considerations

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

I move to approve the special event application made by Jackson Hole Public Art for WildWalls, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: WildWalls

Name of Organization: JH Public Art

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

Mailing Address: PO Box 4413

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Carrie geraci

Email Address: carrie@jhpublicart.org

Work Phone: 3074131474 Cell Phone:

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly ☐ Parade ☐ Festival ☐ Biking ☐ Education ☐ Other: Mural Walk with free food and beverage in 1 public, 2 private

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

Celebrate installation of new mural at Trio Bistro, temporary murals at additional private

Location of Event: Trio Bistro Alternative Location: Anvil, SRB

Date(s) of Event: June 29, 2021 Event Operating Hours: 5-7:00 pm

Event Set Up Begins Date: June 29, 2021 Time: 4:00 pm

Event Clean Up Ends Date: June 29, 2021 Time: 8:00 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 200 Total Event: 200

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): Trio Bistro

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

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

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

Name: Alex Pope Cell Phone: 917-885-1006

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

_____ "Road Closed" Street Signs

_____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request: _____

_____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request:_____

_____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request:_____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: The event is brief. It is in the vicinity of public restrooms.

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

Restroom Company:_____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ☒ No

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

Please describe any sales activity at your event:
Participating artists may have prints of their artwork for sale.

Will any food or beverages be sold at your event? ☐ Yes ☒ No

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

TRASH REMOVAL PLAN

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

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

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

How many trash receptacles will be supplied for your event? Trio will supply their own receptacles.

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 200

When will these recycling receptacles be delivered? _____

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

Describe your plan for collection and removal of recyclable materials during your special event:
We will use our own tin cups or purchase compostable cups.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes ● No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: cg

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: cg

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: cg

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Carrie Geraci (eSigned via SeamlessDocs.com, Key: d006bb9c9987956c6be92b86b94d9394) **Signature**

APPLICANT: Carrie Geraci **Printed Name**

DATE: 04/28/2021

TITLE: Executive Director

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Evening Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: Teton County Fair	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

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

Requested Action.
Staff is requesting Town Council to consider the special event application submitted by the Teton County Fair Board to host the annual Teton County Fair at the Teton County Fairgrounds.

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

Background.
The Teton Fair Board requests permission to host the annual Teton County Fair from Wednesday, July 28 to Sunday, August 1, 2021. fair will include 4H activities, a petting zoo, a carnival, exhibits, vendors, and nightly entertainment including a rodeo, pig wrestling, figure 8 races, a free concert event and a rodeo event. The applicant anticipates a total of 20,000 spectators will attend these events.

In connection with the fair, the applicant requests the following from the Town:

1. A temporary road closure of Snow King Avenue between Flat Creek Drive to just past the Exhibit Hall near South Millward Street from Wednesday, July 28 at approximately 9:00 A.M. through Sunday, August 1at 10:00 P.M. The closure will require the usage of Town barricades and assistance from the Public Works and Police Departments.
2. Permission for “Fair Event Participant” Parking along the west side of Flat Creek Drive and the south side of W. Karns Avenue on Saturday, July 31.
3. Police Department services for event crowd control July 28 through August 1, as needed.
4. A malt beverage permit for the sale of beer July 28 through August 1 from 6:00 P.M. until 11:00 P.M. each day.
5. A malt beverage permit for the sale of beer at a “beer garden” located in a fenced area under the Big Top tent from Thursday, July 29 – Sunday, August 1 from 2:00 P.M. until 10:30 P.M.

6. The applicant is requesting a Noise Permit from 8:00 A.M. until 11:00 P.M. with the exception of Friday, Saturday and Sunday nights, which has a request for a permit until midnight.
7. The applicant is requesting permission to display banners on-site at the Teton County Fairgrounds from July 16 to August 2. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
8. Permission to park the Teton County Fair wagon on the corner of Broadway and Flat Creek Drive near Staples from July 16th through August 2. The wagon will have a banner attached to each side stating "Teton County Fair July 28 – August 1, 2021". The applicant has stated that it has permission from the property owner. Relief by the Town Council from the town's signage ordinances is required for the use of the wagon, its signage, and its placement in a public right-of-way.
9. A non-profit expo license which will be submitted for vendor sales.
10. Permission for overnight camping at the Fairgrounds for 4-H families only from July 26 – August 2. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.
11. Assistance from Public Works personnel to hang light post banners, which are requested to be up beginning July 1 through August 2, 2021.
12. Permission to use Town of Jackson barricades and road signs.
13. Permission to host a family-friendly, free concert in the large grassy arena located directly north of the rodeo arena on Wednesday, July 28th. Permission to have amplified noise associated with this concert. This concert would end no later than 10:00 PM, similar to a JH Live Concert.
14. Permission to use the START Bus parking lot to the North of the facility for semi-truck staging, Monday, July 26 through August 2. Parking would be occupied by semi-trucks used for the petting zoo that the Fairgrounds is not able accommodate.
15. Permission to temporarily remove the bike lane delineators on Snow King Avenue between Flat Creek and South Milward from July 25 through August 2.

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

Possible Alternatives.
N/A

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

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

Fiscal Impact.
Fiscal impact includes income from Malt Beverage License fees ($400), Expo License fees ($988) and a Special Event application fee ($27) for a total income of $1,415.

Staff Impact.
Staff impact includes:

- Public Works involvement including barricading roads, street sweeping, light pole banner hanging and various other jobs (approximately 30 staff hours)
- Departmental review of application (approximately 10 hours of total staff time),
- Preparation of staff report (approximately 3 hours),
- Police involvement includes numerous police and community service officers for crowd control and traffic control (approximately 192 staff (112) and volunteer (80) hours)
- Additional services provided by Parks & Recreation and Jackson Hole Fire/EMS (estimated 20 hours of staff time)

In total approximately 255 hours of staff and volunteer time split between town, county and joint departments.

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

1. The applicant shall coordinate all road closures and requests for assistance with the Public Works and Police Departments at least 14 days prior to the event.
2. Covered Grandstand tickets will be sold for all night events (with the exception of the free concert night) and they will be “no smoking” seats.
3. Porta potties will be placed adjacent to the arena.
4. The applicant shall coordinate all personnel requirements for crowd control with the Police Department for the Fair.
5. The applicant shall obtain the necessary food service permits from Teton County Environmental health.
6. The applicant shall clean up after the event and haul away all trash from the site.
7. The applicant shall provide for the disposal and removal of all recycled material.
8. The applicant shall not allow trash or recycling receptacles to overflow.
9. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off the authorized premises.
10. Alcoholic beverages shall be sold in 16 oz. or smaller plastic cups.
11. Beer sales shall cease at the beginning of the last heat of the Figure 8 races.

12. Individuals serving beer (including beer in the beer garden) will have TIPS training.
13. Beer servers will overserve individuals or serve to obviously intoxicated individual.
14. Police will be notified immediately with any attempt by a minor to purchase alcohol.
15. Parking shall not be allowed on the Parks & Recreation Park Maintenance grounds. Entrances must be kept open at all times.
16. The applicant shall coordinate with the Parks & Recreation Parks Division at least five days prior to the event all irrigation needs and set-up at the expo grounds.
17. The pony ride vendor shall not be located on the turf at the tennis courts.
18. The applicant shall allow adequate room at closures for START buses to access the city shops facilities.
19. All events will comply with Fire Department and Fire Marshall occupancy restrictions. Applicant shall make sure attendance at events does not exceed the maximum capacity as determined by the Jackson Hole Fire/EMS Department.
20. Permissible carnival times, as agreed upon with the Jackson Police Department and the Teton County Sheriff's Office, are maximum hours of operation with no exceptions. All activities must cease at said end time.
21. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
22. Snow King Avenue shall remain open to bike traffic at all times.
23. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
24. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
25. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
26. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
27. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
28. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
29. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
30. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

31. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
32. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
33. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
34. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
35. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
36. Following the Fair a thorough cleaning of the rodeo grounds will be conducted to insure that no pieces of metal or car parts are in the sand/dirt of the arena following the figure 8 car races.
37. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
38. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website.
39. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
40. All overnight vehicles shall place a clearly visible card in the dash designating the vehicle as affiliated with the Teton County Fair.
41. There shall be no campfires or open fires during the event.
42. Any other conditions or restrictions staff or Town Council wishes to add upon further review of the application.

Attachments or Links.

Special Event Application
Equipment and Services Requested
Malt Beverage Request
Frazier Carnival COVID Precautions
Town of Jackson Special Event Policy with COVID-19 Considerations

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

I move to approve the special event application made by the Teton County Fair Board to host the Annual Teton County Fair, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Teton County Fair

Name of Organization: Teton County Fair Board

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

Mailing Address: PO Box 3075

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Rachel Grimes, Fair Manager

Email Address: rgrimes@tetoncountywy.gov

Work Phone: (307) 733-5289 Cell Phone: (307) 203-0660

EVENT INFORMATION

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

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

Annual County Fair

Location of Event: 305 West Snow King Ave Alternative Location:

Date(s) of Event: July 28 - August 1, 2021 Event Operating Hours: 6:00 AM - Midnight

Event Set Up Begins Date: July 28, 2021 Time: 7:00 AM

Event Clean Up Ends Date: August 01, 2021 Time: 5:00 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,000 Total Event: 20,000

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: Matt Hall, Fair Board Chair Cell Phone: (307) 699-0236

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Snow King Ave from Flat Creek Drive to Millward Street Alley from			
Wednesday July 28 through Sunday August 1st at 9:00 AM - 10:00 PM.			
Snow King Ave will be open overnight during Fair from 10:01PM until 8:59 AM.			
Flat Creek Drive from Snow King Ave to Karns Ave on Saturday July 31st from 6:00 PM -			

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

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

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

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

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

Route Description: Busses will have to be START Bus contacted? ☒ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Sprinkler line locates will be necessary on the Grassy Arena north of Snow King Ave, as well as the grassy lawn near the Exhibit Hall.

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☑ Ambulance ☑ Fire Engine

☑ Rescue Truck ☐ Bicycle Patrol ☑ Event Site Inspection

Please describe in detail your request: Fire engine, first-aid station and ambulance during Fair Rodeo & Figure 8 Race night events.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 5:00 PM Finish Time: 10:30 PM

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 34 Number of ADA Accessible Portable Toilets: 3

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: July 28 Time for Drop Off: 10:00 AM

Date for Pick Up: August 2 Time for Pick Up: 10:00 AM

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☒ Yes ☐ No

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

Please describe any sales activity at your event:

The designated vendor area is located on the Grassy Arena, near the Big Top Tent.

Will any food or beverages be sold at your event? ☒ Yes ☐ No

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

TRASH REMOVAL PLAN

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

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

If "Yes", which company will you be using? West Bank Sanitation

How many trash receptacles will be supplied for your event? 80 residential, 9-8yrd, 1-16yrd

When will the trash receptacles be delivered? July 28 @ 10:00 AM

When will the trash receptacles be picked up and removed from site? August 2 @ 10:00 AM

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

All trash receptacles, residential and 8-yard, will be picked up daily before 7:00AM. The 16 yard manure dump will be picked up as needed. A supervisor will be on-call throughout Fair Week in case of an emergency.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? Jackson Curbside Recycling

How many recycling receptacles will they (or you) supply for your event? 10

When will these recycling receptacles be delivered? July 28 @ 10:00 AM

When will recycling receptacles be picked up and removed from site? August 2 @ 10:00 AM

Describe your plan for collection and removal of recyclable materials during your special event:
Teton County Fair will pay Jackson Curbside Recycling for the delivery and pickup of recyclable materials.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes ☐ No

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

Similar to past fairs, all vendor booths will be located near the Big Top Tent on the Grassy Arena. The Exhibit Hall will stay as is. The grassy area by the Exhibit Hall will only have a tent for a private party on Saturday July 31st etc. There will not be any free attractions this year i.e. petting zoo, paintball, reptile exhibit etc. Mateosky Ball Field will be used for dog shows, open class pet shows and horse shows. Open class horse show events will also take place on the Mateosky Ball Field, more specifically trail class.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: RSG

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: eSigned via SeamlessDocs.com Rachel Grimes Key: d006bb9c9987956c6be92b86b94d9294
Signature

APPLICANT: Rachel Grimes
Printed Name

DATE: 06/03/2021

TITLE: Fair & Fairgrounds Manager

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

Carl Pelletier
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

June 4th, 2021

Dear Carl:

The Teton County Fair Board is excited to celebrate both the 65th Annual County Fair, as well as Teton County's 100th Anniversary this summer! They are also thrilled to bring the Fair back to some kind of normalcy after a very much, down-sized event in 2020. Please find the Teton County Fair Board's Special Event Permit application, Sign Permit application, Malt Beverage Permit application, and Noise Permit application enclosed for the 65th Annual Teton County Fair.

The Fair Board would like to request:

- A street closure of Snow King Avenue for the dates of Wednesday July 28th through Sunday August 1st from 9:00AM – 10:00 PM. It has been discussed in the past that a hard 24-hour closure is not necessary, particularly overnight from the hours of 10:01 PM until 8:59 AM. If this is agreeable to all parties, the Fair Board would like to ask that Public Works assist with putting the closure barricades up on Snow King Ave each morning. The Fair Board, or the Fair Parking Contractor, will be responsible for taking them down each evening.
- A street closure of Flat Creek Drive on Saturday July 31st from 5:00 PM – 10:00 PM for overflow horse trailer parking for Fair Rodeo competitors.
- A Sign Permit. The Fair Board would once again like to put a red wagon on the corner of Broadway and Flat Creek Drive with banners on each side. The wagon will be parked on the corner of the property on the grass. It will not obstruct the roadway or sidewalk. Additionally, various fair banners will be hung around the Fairgrounds.
- A Malt Beverage Permit. Night event beer sales will begin on Wednesday July 28th through Sunday August 1st from 6:00 – 11:59PM inside the Rodeo Arena perimeter fence. The permit should also include a beer garden located in a fenced off area under the Big Top Tent with the following hours:
    - Thursday July 29th from 4:00 - 8:00 PM
    - Friday July 30th from 4:00 – 10:00 PM

- Saturday July 31st from 2:00 PM – 10:30 PM
- Sunday August 1st, from 2:00 - 7:00 PM

- A Noise Permit. The noise permit should include all night events i.e. the Fair Concert, Team Branding, the 4-H Livestock Sale, Fair Rodeo and Figure 8 Races. Each of these events will take place inside the Rodeo Arena. The Fair Board is also planning a 4-H Outdoor Movie Social on Thursday, an After-Party on Friday, and a Late-Night event on Saturday. These events will all be located under the Big Top Tent and end by 10:30PM.

The Fair Board will once again be using a local contractor for trash removal. The contractor will provide garbage cans around the grounds, rent additional larger receptacles, and will have additional large dumpsters on the Fairgrounds. The garbage is emptied and removed as needed to prevent overflow. The Fair Board also pays Jackson Curbside Recycling to bring in bins and place those in the booth and carnival areas. The Fair Board contracts with a cleaning company during Fair, so all garbage containers are emptied on a regular basis.

The Fair Board will hire Macy's to provide portable toilets and hand washing stations, which will be placed near all animal exhibits. Again, this year, we are going to have portable toilets in the arena area for all the night events.

We have labeled handicapped parking areas throughout the Fairgrounds.

The Fair Board will contract with a licensed electrician to accommodate all of Fair's electrical needs.

The Fair Board does require the security contractor to be "Crowd Control Certified" through the National Fire Marshall Association prior to the commencement of the first night event.

The Fairgrounds has fire extinguishers located in all buildings and additional ones are obtained and used for the Figure "8" Races. Also, the fire department will be on the grounds for the Fair Rodeo and Figure "8" Races.

The Fair Board would like to request the use the Start Bus parking lot to the North of the facility for semi-truck staging, Monday July 26th – Monday August 2nd. These are the Frazier Carnival trucks that we are not able to accommodate space on the Fairgrounds. I am planning to reach out to Darren Brugmann for this request.

I am enclosing a COVID precautions list, a site map and a schedule for the upcoming Fair. Additional information is available on the website www.tetoncountyfair.com Fair set-up will start on Monday July 19th and take-down will be done by Friday August 6th.

The grandstand events are as follows:

- Fair Concert on Wednesday July 28th @ 6:30PM
- Team Branding on Thursday July 29th @ 7:00 PM

- 4-H Livestock Sale on Friday July 30th @ 5:00 PM
- Fair Rodeo on Saturday July 31st @ 7:00 PM
- Figure 8 Races on Sunday August 1st @ 7:00PM

The requested carnival hours are as follows:

- Wednesday July 28th, 5:00 – Midnight
- Thursday July 29th, 5:00 – Midnight
- Friday July 30th, 5:00PM – Midnight
- Saturday July 31st, 2:00PM – Midnight
- Sunday August 1st, 2:00PM – Midnight

I am happy to provide the Town of Jackson's Finance Department and the Wyoming Department of Revenue with the names, social security numbers, and addresses for our vendors in early July.

The Breakfast Rotary Club sells beer for the Fair Board at our night events as a fundraiser. The Elks Club sells beer for the Fair Board at the beer garden as a fundraiser. Both groups are already TIPS-trained. The Lion's Club will be serving breakfast Friday, Saturday and Sunday mornings beginning at 7:00 AM under the Big Top Tent.

On behalf of the Teton County Fair Board, I would like to thank the Town of Jackson for its support of, and cooperation with, the Teton County Fair. If you have any questions or concerns, please feel free to contact me at the Fair Office (307) 733-5289. We hope to see you at the 2021 Teton County Fair!

Best Regards,

Rachel Grimes

Fair & Fairgrounds Manager

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

Floren Poliseo
Town of Jackson
Director of Public Works
P.O. Box 1687
Jackson, WY 83001

June 4th, 2021

Dear Floren,

I wanted to touch base and provide some specifics for the 65th Annual Teton County Fair! Once again, the Fair Board will need some assistance from the Public Works Department in order to put on a successful event.

The Fair Board is requesting a street closure on Snow King Avenue beginning Wednesday July 28th at 9:00 AM through Sunday August 1st, at 10:00 PM. The closure should occur between Flat Creek Drive and the Millward Street alley. It has been discussed in the past that a hard 24-hour closure is not necessary, particularly overnight from the hours of 10:01 PM until 8:59 AM. If this is agreeable to all parties, the Fair Board would like to ask that Public Works assist with putting the closure barricades up on Snow King Ave each morning. The Fair Board, or the Fair Parking Contractor, will be responsible for taking them down each evening. TOJ barricades and signage, blocking the closure and informing motorists of the detour, have been requested and provided in the past.

A new request for this year, is a street closure of Flat Creek Drive on Saturday July 31st from 5:00 PM – 10:00 PM for overflow horse trailer parking for Fair Rodeo competitors. If proper barricades and signage will be provided by Public Works at the corners, the Fair Board, or the Fair Parking Contractor, will be responsible for putting them up prior to the event and taking them down afterwards.

As a result of these street closures, START busses will need to be re-routed. The Fair Board has also put in a request to Pathways to remove the bollards along the Snow King Ave closure for the duration of Fair Week.

The carnival will began arriving on Monday July 26th. They will be utilizing the northwest section of the Fairgrounds.

In years past, START was kind enough to allow some overflow, semi parking on their parking lot to the north of the bus barn. The Fair Board would appreciate that same space for the same use again in 2021. The space would be needed from Monday July 26th through Monday August 2nd.

Fairgrounds staff is very appreciative for all the help that the Public Works Department provides us throughout the year, and especially prior to the annual Teton County Fair. If you have any questions or need further information on what is being planned, please do not hesitate to give me a call. Please see a site map and full schedule attached.

Best Regards,

Rachel Grimes
Fair & Fairgrounds Manager

CC: Darren Brugmann, Sam Jewison

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

Steve Ashworth
Parks & Recreation Director
P.O. Box 811
Jackson, WY 83001

June 4th, 2021

Dear Steve,

I wanted to touch base and provide some specifics for the 65th Annual Teton County Fair. The Teton County Fair Board is excited to celebrate both the 65th Annual County Fair, as well as Teton County's 100th Anniversary this summer! They are also thrilled to bring the Fair back to some kind of normalcy after a very much, down-sized event in 2020.

The Fair Board is requesting use of the Mateosky Ball Field again in 2021. In 2019, a section of the chain link fence was reattached making it easier to roll back to create an opening. The ball field will be used for the 4-H Horse show, including showmanship and trail classes, taking place on Tuesday July 27th. The 4-H Dog Show will take place on Friday July 30th. The 'Show N Go' Dog Agility Trials will take place on Saturday July 31st. Finally, the Open Class Horse Show – Trail & Obstacle Course classes will take place on Sunday August 1st. Please make sure to block this weekend off from recreational sports calendar.

The carnival will began arriving on Monday July 26th. They will be utilizing the northwest section of the Fairgrounds.

The Fair Board plans to fence off the Grassy Arena north of Snow King Ave two weeks prior to Fair, as per the Health Department, in attempt to keep all animals out to accommodate a safe and clean vendor area. Please water this area as heavily as possible from Tuesday July 6th through Tuesday July 20th. One mow on Tuesday July 13th will be sufficient and allow the grass to grow longer over the next 2 weeks and hopefully, better maintain from all the foot traffic. The sprinkler lines and heads will need to be marked prior to Wednesday July 28th when Fair Vendor setup takes place. The Fair Board would like request use of the water bottle refilling station for under the Big Top Tent.

Regarding the grass near the Exhibit Hall, unfortunately, we will not have any attractions there this year. However, it will be used for a warm-up arena on Sunday July 25th for Western Dressage. There is also a private party planned on the grass and in the Exhibit Hall for the evening of Saturday July 31st. I believe a tent will be setup on the grass so the sprinklers will need to be located earlier in the week and the water will need to be turned off.

As in prior years we would like to reserve whatever bleachers may be available from Friday July 23rd through Sunday August 1st.

We appreciate all the help that Parks & Recreation provides us throughout the year, and especially prior to the annual Teton County Fair! If you have any questions or need further information on what is being planned, please do not hesitate to give me a call. Please find a site map and full schedule of events enclosed.

Best Regards,

Rachel Grimes
Fair & Fairgrounds Manager

CC: Andy Erskine, Dan Bierman

Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair and administer the year-round use of the fairgrounds while promoting the western heritage, uniting urban and rural communities in celebration.

Sandy Birdyshaw
Town of Jackson
Town Clerk
P.O. Box 1687
Jackson, WY 83001

June 4th, 2021

Dear Sandy,

I wanted to touch base and provide some specifics for the 65th Annual Teton County Fair! The Teton County Fair Board is excited to celebrate both the 65th Annual County Fair, as well as Teton County's 100th Anniversary this summer! They are also thrilled to bring the Fair back to some kind of normalcy after a very much, down-sized event in 2020.

The Fair Board's 2021 Malt Beverage Permit application includes 2 parts. One is the beer sales for the Night Events and the other is the Beer Garden. As in past years, the Fair Board will commit to the following requirements for both parts:

- Take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption away from the authorized premises.
- Servers shall have TIPS training and shall not overserve individuals or obviously intoxicated individuals.
- Beer may only be sold in plastic cups or mugs previously approved by the Town of Jackson Police Department.
    - No more than 16 oz. of beer may be sold in a cup or mug.
    - Beer shall not be served in a glass container.
- Every malt beverage sale shall include an age verification by checking IDs.
- The permit holder shall prevent overserving:
    - No selling/serving of malt beverages to obviously intoxicated people.
    - No more than two beers shall be sold to any person at any time.
- Participants shall not be permitted to leave the event/beer garden with open containers.
- Beer sales shall cease at the beginning of the last heat of the Figure 8 races, and other nights beer sales cease at 11:59PM, or earlier, as soon as the event ends.
- Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.

Night Event Beer Sales include the following:

- Wednesday July 28th, 6:00 PM – 10:30 PM inside the Rodeo Arena perimeter fence
- Thursday July 29th, 6:00 – 11:59 PM inside the Rodeo Arena perimeter fence
- Saturday July 31st, 6:00 – 11:59 PM inside the Rodeo Arena Perimeter Fence
- Sunday August 1st, 6:00 – 11:59 PM inside the Rodeo Arena Perimeter Fence
- The Breakfast Rotary Club, who are all TIPS-trained, will serve and the Fair Board will give them a percentage of the revenue and all tips.

Beer Garden Beer Sales include the following:

- Fenced off area inside the Grassy Arena, both inside and outside of the Big Top Tent, and near food vendors.
- 1 entry/exit with security, appropriate signage and trash receptacle.
- JH Distributing & Osprey Beverages to provide canned, alcoholic beverages.
- The Elks Club, who are all TIPS-trained, will serve and the Fair Board will give them a percentage of the revenue and all tips.

Dates & Hours of Beer Garden

- Thursday July 29th from 4:00 – 8:00 PM
- Friday July 30th from 4:00 – 10:00 PM
- Saturday July 31st from 2:00 – 10:30 PM
- Sunday August 1st from 2:00 – 7:00 PM

Thank you again for all of your help and insight on planning for this year's Fair. I have enclosed a site map and full schedule of events for your review. If you have any questions or need further information on what is being planned, please do not hesitate to give me a call!

Best Regards,

Rachel Grimes
Fair & Fairgrounds Manager

Frazier SHOWS

Good morning Rachel,

For the 2019, Frazier Shows ran 24 rides for the Teton Co. Fair.

I propose for 2021, Frazier Shows would run 15 – 18 rides representing a reduction of 25 -37%. This would allow additional clear spaces of 10,400 sq. ft. on the midway.

With the perimeter boundries set, this would provide more casual wandering space within the carnival area.

Then most rides will run at 50% capacity or less depending on the seat layout of that particular ride.

With this criteria, I figure we would run 35% of the total of 2019's ridership.

We will hopefully start our season May 1 and have a weekly evaluation of said criteria, more or less, a work in progress.

The so-called mini fairs and carnivals in the Southeast are being well received by officials and public perception and acception.

Steve Broetsky
Frazier Shows

P.O. Box 5865 Scottsdale, AZ 85261
Tel: 602-684-0632/602-317-1998 • Fax: 480-837-3496
fraziershows.com

Covid Operating Procedures

For Employees:

Follow Personal Protective Equipment (PPE) for team members to promote proper respiratory hygiene.
Follow CDC and local guidelines for employee testing. (Temperature checks, etc.)
Employees must wash hands thoroughly before and after shift/break.
Increased hand sanitizing stations.
Provide adequate laundry and personal hygiene access for team members.
Increased attention to touchpoints (screens, counters).
Increased attention to, railings, balls, rings and darts.

For Guests:

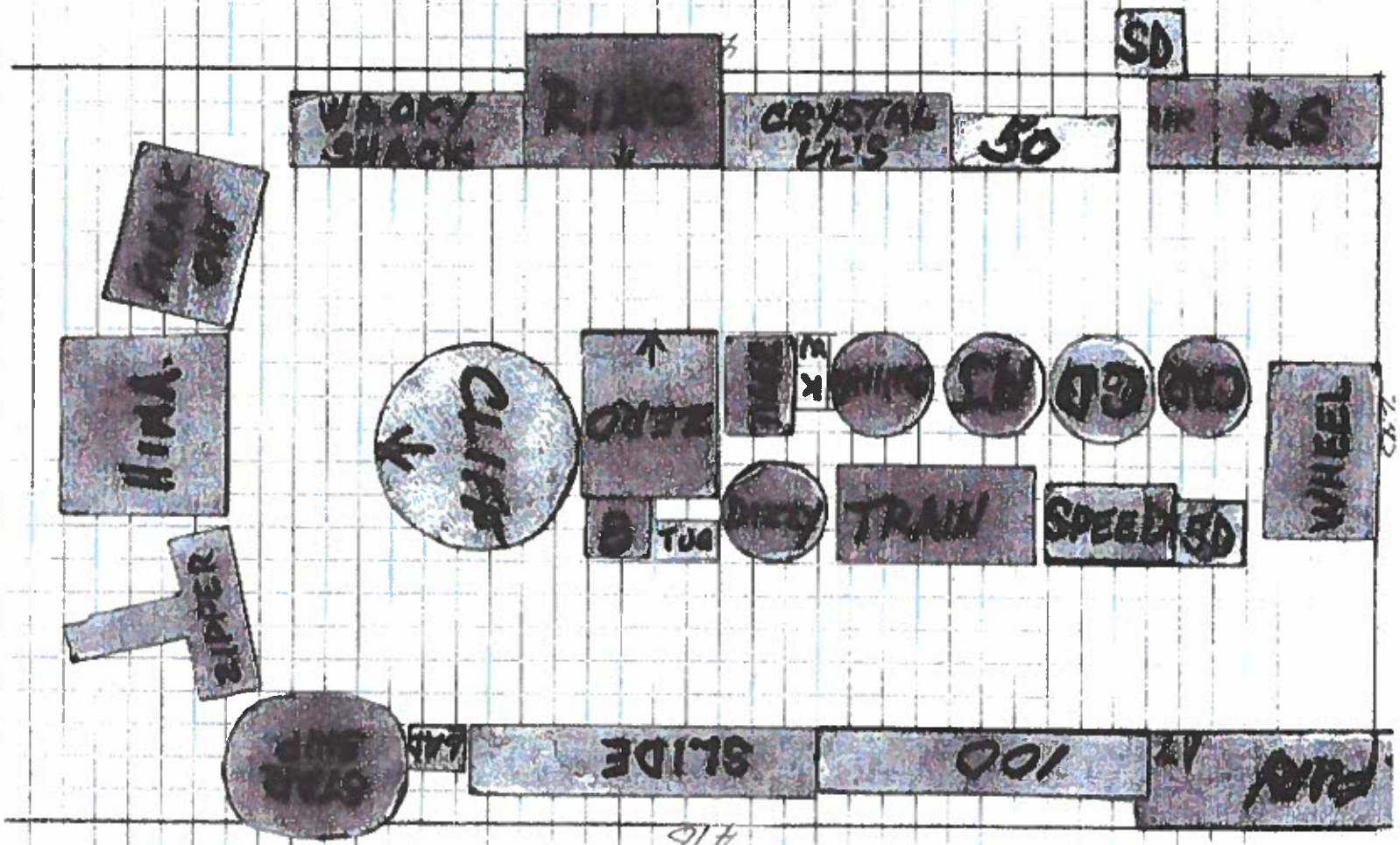
Altered midway layouts, allowing for more social distancing.
Limited ride and game capacities to provide social distance.
Disinfect all rides, games, food concessions and common areas throughout the day on a consistent schedule.
Provide additional hand washing stations on site.
Provide hand sanitizer stations at each ride.
Queue lines for each ride to help crowd with 6ft. social distance marks.
Provide seating areas on rides consistent with social distancing.

These considerations are designed to be a rough outline, subject to discussion and adjustment, as needed with input from local government agencies and health authorities where the carnival is being operated.
If government guidance is more stringent than this document, we will follow Government guidance.

P.O. Box 5865 Scottsdale, AZ 85261
Tel: 602-684-0632/602-317-1998 • Fax: 480-837-3496
fraziershows.com

J.H. '19 TETON CO FAIR CARNIVAL 2019

24 rides



Town of Jackson
Special Event Policy with COVID-19 Considerations
Approved: February 23, 2021

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

The Town of Jackson special event policy with COVID-19 consideration states the following:

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

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

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Evening Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: Old Bill's Fun Run	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

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

Requested Action.
Staff is requesting Town Council to consider the special event application submitted by the Community Foundation to host the Old Bill's Fun Run event.

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

Background.
The Community Foundation of Jackson requests permission to host the annual Old Bill's Fun Run for Charity on Saturday, September 11, 2021. Each year the Community Foundation works with the Town of Jackson, Jackson Hole Fire/EMS, local law enforcement, and hundreds of volunteers to host a community event which raises millions of dollars for local nonprofits. The event was held virtually last year due to COVID-19.

The requested event will look different from years' past employing modifications to the event in an effort to mitigate the potential spread of COVID-19. These modifications include:

- Moving Old Bill's to the Jackson Elementary School (JES) field, which offers more space to spread out than the historical event venue at Town Square. (TCSD permission has been secured.)
- Hosting a small number of nonprofit activity areas in lieu of 110 nonprofit booths, which is designed to promote traffic flow and mitigate clustered gathering.
- Staggering the runner and walker start times to mitigate clustered gathering.
- Use of onsite mask and sanitizer stations, as well as TCHD informational signage.
- Distribution of pre-packaged foods only.
- Urging that anyone with symptoms of illness refrain from attending the event in marketing.

An estimated 3500-4000 people attend a typical Old Bill's. While the Foundation expects fewer participants this year due to the pandemic, they do expect more than 500. Pursuant to TOJ policy, the applicant has

indicated that they will transition Old Bill's to an all-virtual format if Teton County is in the orange, red or purple risk zone leading up to the event.

Additional requests associated with this event include:

Requested Street Closures and "No Parking" Signage

- Willow Street (Broadway to Gill) Saturday, 9/11 6am – 2pm
- Deloney Avenue (Willow to Center) Saturday, 9/11 9am – 11am
- East Broadway Avenue (Willow to Center) Saturday, 9/11 10am – 11am
- Center Street (Deloney to Broadway) Already closed for Farmers market

"No Parking" Signage - for Fun Run/ Walk route

- Deloney Street (Center to Willow)
- N Jean Street (Gill to Deloney)

Old Bill's coordinator Suzanne Rees will post no parking signs with a volunteer team on Sept. 8- Sept. 9. Suzanne and volunteers will post no parking signage on all the streets scheduled for closure (see above). Police enforcement is not required.

Requested utilization of Public Works staff and Equipment

- 16 yellow street barricades to JES field
- 20 candlesticks and 30 cones to JES field
- 1 yellow barricades to Deloney and N. King Street
- 1 independently-standing "Road Closed Ahead" sign to the corner of Gill and Center
- 4 yellow barricades to Broadway and Willow
- 2 yellow barricades to Willow and Hansen
- 15 orange cones at entrance of the National Elk Refuge
- 20 orange cones and/or candlesticks at 5K turnaround on National Elk Refuge Road (0.4 miles from entrance at Broadway)
- Conveyor belt material for cattle guard on National Elk Refuge
- 10 street cones and 10 small sandwich boards for no parking signage posting around JES field and in various locations along the Old Bill's route.

Requested Police Services

- N. Willow & Deloney Street closure
- Ticketing/towing on Run Day
- Traffic control along the run/walk route
- Police presence at the Start Line & Finish Line (N Willow at JES field)

Additional Requests

- Permission from Town Council for amplified noise generated by the event including live and recorded music.
- Approval for temporary banners in various locations around Town in the weeks prior to the event, as well as sundry signs and banners on/around Town Square the day of the event per the Temporary Sign Permit Applications attached to this staff report as well as additional sign attachments. These include a start line banner across Broadway at Center Street and "Co-Challenger" banners on the Wyoming Outfitters building. This is comparable to the banner request that was made and approved in past years.

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

Possible Alternatives.
N/A

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

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

Fiscal Impact.
Fiscal impact includes a special event application fee of $27.

Staff Impact.
Staff impact includes:
- Public Works involvement including barricading roads and street sweeping (approximately 16 staff hours and 4 machine hours)
- Departmental review of application (approximately 5 hours of total staff time),
- Preparation of staff report (approximately 2 hours),
- Police involvement includes approximately 100 hours of staff and volunteer service
- Additional services provided by Parks & Recreation and Jackson Hole Fire/EMS (estimated 20 hours of staff time)

In total approximately 131 hours of staff time split between town, county and joint departments.

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

1. The applicant shall clean up immediately following the event and shall be responsible for the collection and removal of all refuse generated by the event, including recycled material. Additional trash receptacles are required.
2. Emergency vehicle access lanes must be maintained at all times on all closed or blocked streets.
3. Signs signifying race course turnarounds must be clearly marked.
4. All efforts must be made to contain spectators to the sidewalks and out of the middle of the streets.
5. The applicant shall conduct the event in a timely, safe and professional manner.
6. The applicant shall coordinate all road closures with START, Public Works and the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.
7. The applicant shall obtain the necessary food service permit from Teton County Environmental Health.
8. The applicant shall coordinate the event with and honor all agreements with the Farmers Market.
9. The applicant shall notify, in advance, all businesses and residences that may be affected by the road closures and the approved race route.
10. The applicant shall obtain a sign permit from the Building and Planning Department for any additional signage/banners.
11. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions.
12. All clean up shall be completed by 4:00 P.M. on race day.
13. The applicant shall not block walkways or otherwise obstruct pedestrian traffic.
14. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
15. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits or booths may be secured to any live forestry.
16. All tents, tarps or items that are in emergency vehicle access lanes shall be affixed temporarily and shall be capable of being removed quickly in the event of emergency.
17. Fire department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
18. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
19. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

20. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
21. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
22. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
23. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
24. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
25. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12)
26. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
27. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
28. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
29. The applicant shall be responsible for the pick up and return of all barricades and road signs from the Public Works Department. The applicant shall coordinate a pick up and drop off schedule for all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
30. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
31. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website.
32. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website too.

Attachments or Links.

Special Event Application
Request to Allow Dogs in Town Square
Site Maps
Requested Street Closure, No Parking and START Impact

Notice to Neighbors
Equipment and Services Requested
Noise Permit Application
Temporary Sign Applications
Certificates of Insurance
Recycling and Trash Operations
Town of Jackson Special Event Policy with COVID-19 Considerations

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

I move to approve the special event application made by the Community Foundation for the 2021 Old Bill's Fun Run, subject to the conditions and restrictions listed in the staff report.

June 7, 2021

Mayor Hailey Levinson and Jackson Town Council
Mr. Carl Pelletier, Town of Jackson Special Events and Public Information Officer
Post Office Box 1687, Jackson, Wyoming 83001

Re: Special Event Permit for Old Bill's Fun Run for Charities 2021

Dear Mayor Levinson, Town Councilors and Mr. Pelletier:

On behalf of the Community Foundation of Jackson Hole, I am pleased to submit a Special Event Permit application for Old Bill's Fun Run 2021 to take place on Saturday, September 11.

Each year the Community Foundation works with the Town of Jackson, Fire/EMS, local law enforcement, and hundreds of volunteers to ensure a safe and fun community event. In the context of the pandemic, the Community Foundation is also working with the Teton County Health Department (TCHD) to ensure this year's iteration of Old Bill's employs protocols that ward against the spread of COVID-19. Virus-related event modifications include:
(1) Moving Old Bill's to the Jackson Elementary School (JES) field, which offers much more space to spread out than our historical event venue at Town Square. (TCSD permission has been secured.)
(2) Hosting a small number of nonprofit activity areas in lieu of 110 nonprofit booths, which is designed to promote traffic flow and mitigate clustered gathering.
(3) Staggering the runner and walker start times to mitigate clustered gathering.
(4) Use of onsite mask and sanitizer stations, as well as TCHD informational signage.
(5) Distribution of pre-packaged foods only.
(6) Urging that anyone with symptoms of illness refrain from attending the event in our marketing.

An estimated 3500-4000 people attend a typical Old Bill's. While the Foundation expects fewer participants this year due to the pandemic, we do expect more than 500. Pursuant to TOJ policy, we will transition Old Bill's to an all-virtual format if Teton County is in the orange, red or purple risk zone leading up to the event.

Thank you for your consideration, and please contact me with any questions.

Sincerely,

Suzanne Rees, Old Bill's Fun Run Coordinator
307.739.1026/ srees@cfjacksonhole.org

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Old Bill's Fun Run for Charities

Name of Organization: Community Foundation Of Jackson Hole

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

Mailing Address: P.O. Box 574

City: Jackson State: Wyoming Zip Code: 83001

Name of Person Completing Application: Suzanne Rees

Email Address: srees@cfjacksonhole.org

Work Phone: 307-739-1026 Cell Phone: 337-344-8309

EVENT INFORMATION

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

Description & Purpose of Event *(Attach additional sheets if necessary)*: Old Bill's is a fundraiser for 200+ local nonprofits. Over the event's 24 year lifetime, it has raised over $189 million.

Location of Event: Jackson Elementary School fields Alternative Location:

Date(s) of Event: Saturday, September 11 Event Operating Hours: 6A- 12P

Event Set Up Begins Date: September 10, 2021 Time: 8A

Event Clean Up Ends Date: September 11, 2021 Time: 2P

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,000+ Total Event: 3,000+

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Annie Riddell Cell Phone: 307-690-5284

EVENT SITE PLAN

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

- ☑ Tents (X)
- ☐ Beverage Vendors (BV)
- ☑ Portable Toilets (T)
- ☑ Stages or Amplified Sound (SO)
- ☑ Garbage Receptacles (G)
- ☐ Retail Merchants (RM)
- ☑ Fire Lane (FL)
- ☑ First Aid / EMS (FA)
- ☑ Electricity / Generator (EL)
- ☑ Food Vendors (FV)
- ☐ Alcohol Vendors (A)
- ☑ Hand Washing Sink (HWS)
- ☐ Bleachers (BL)
- ☑ Recycling Receptacles (RR)
- ☑ Security (P) JH Security on-site Sept. 10 6P- Sept. 11 6A
- ☑ Fire Extinguishers (EX)
- ☑ Barricades (B)
- ☐ Trailers, Vehicles, Storage (TR)

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
See attachment C			

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

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

If "Yes", how many parking spaces will be unavailable due to the event: ~75 parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

X _____ Large Street Barricades

_____ Small Sidewalk Barricades

X _____ 28 Inch Street Cones

X _____ Candlestick Cones

X _____ "Road Closed" Street Signs

X _____ "Local Traffic Only" Street Signs

_____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request: See attachment E

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request:

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☑ Foot Patrol ☑ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: Lily Sullivan of Jackson Hole Fire/ EMS serves on the Old Run Committee, Ms. Sullivan works in tandem with event planners and arranges for an EMS team & ambulance to be on-site at Old Bill's. In addition, for several years the Fire Department has hung a giant American Flag over the start line using ladder trucks. This service is requested again in 2021.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: See attachment C

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 7A Finish Time: 1P

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

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

See attachment F

SIGN or BANNER REQUESTS

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

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

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

See Permits 1-3

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

See attachments H1-5

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 17 Number of ADA Accessible Portable Toilets: 1

If "No", please explain: _____

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

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: Sept. 10 Time for Drop Off: 2P

Date for Pick Up: Sept. 11 Time for Pick Up: 2P

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ☒ No

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

Please describe any sales activity at your event:

No merchandise is sold at Old Bill's, although same day run/walk registrants are charged $20/person or $50/family. Registration is free prior to Run Day. Income from Run Day registration benefits local nonprofits.

Will any food or beverages be sold at your event? ☐ Yes ☒ No

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

TRASH REMOVAL PLAN

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

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

If "Yes", which company will you be using? Westbank Sanitation

How many trash receptacles will be supplied for your event? 12 rolling can and one roll-off

When will the trash receptacles be delivered? Afternoon of Friday, Sept. 10

When will the trash receptacles be picked up and removed from site? Morning of Monday, Sept. 13

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

See attachment I

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

Old Bill's is a silver level certified sustainable event with the Council for Responsible Sport.

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? TC ISWR and Jackson Curbside Recycling

How many recycling receptacles will they (or you) supply for your event? 28 cans (recycling) & Compost

When will these recycling receptacles be delivered? afternoon of Friday, Sept. 10

When will recycling receptacles be picked up and removed from site? Morning of Monday, Sept. 13

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

See attachment I

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes ☐ No

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

- (1) Moving Old Bill's to the Jackson Elementary School (JES) field, which offers much more space to spread out than our historical event venue at Town Square. (TCSD permission has been secured.)

- (2) Hosting a small number of nonprofit activity areas in lieu of 110 nonprofit booths, which is designed to promote traffic flow and mitigate clustered gathering.

- (3) Staggering the runner and walker start times to mitigate clustered gathering.

- (4) Use of onsite mask and sanitizer stations, as well as TCHD informational signage.

- (5) Distribution of pre-packaged foods only.

- (6) Urging that anyone with symptoms of illness refrain from attending the event in our marketing.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: SR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: SR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: SR

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Suzanne Rees
Signature

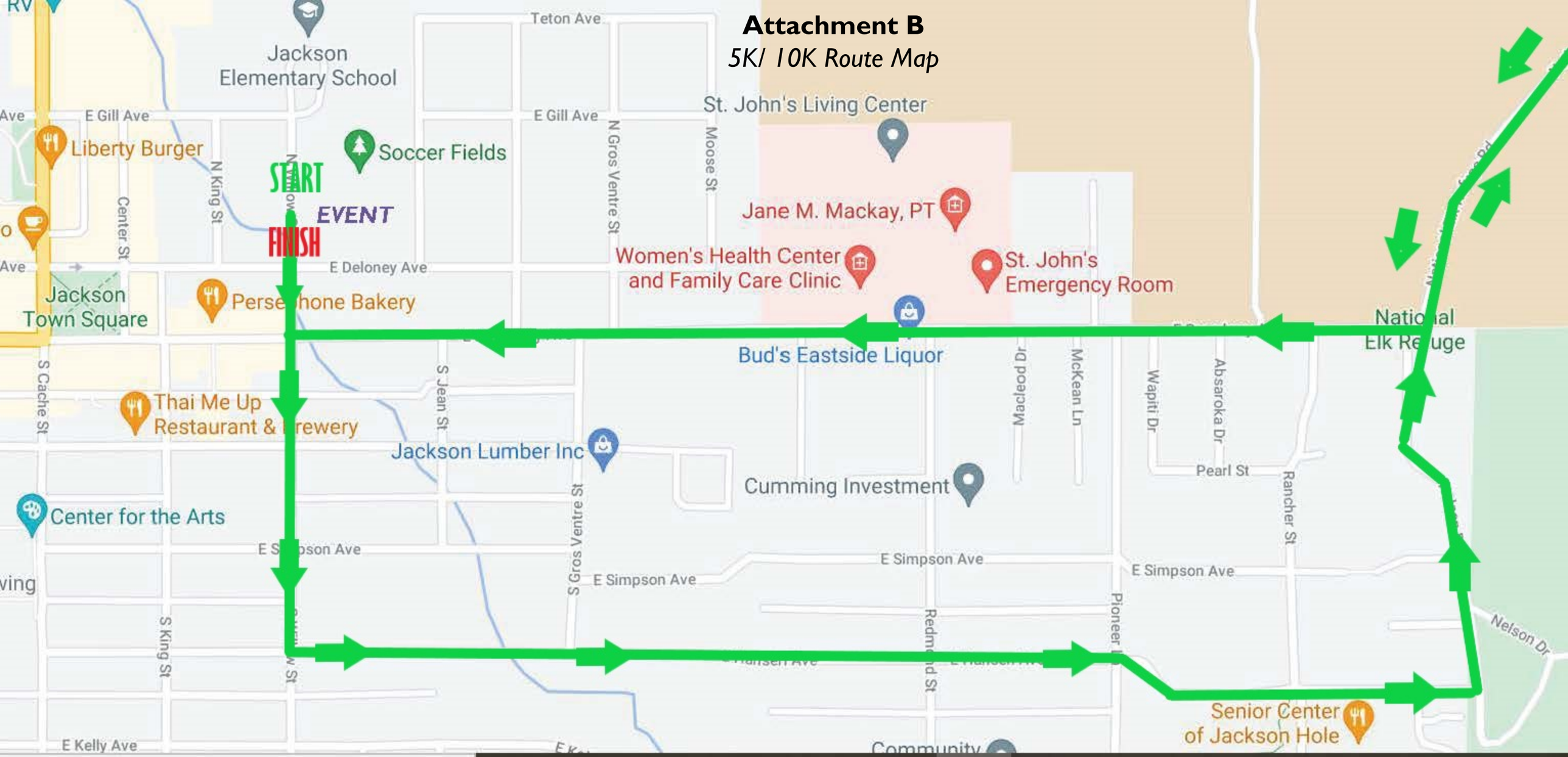
APPLICANT: Suzanne Rees
Printed Name

DATE: June 7, 2021

TITLE: Old Bill's Coordinator

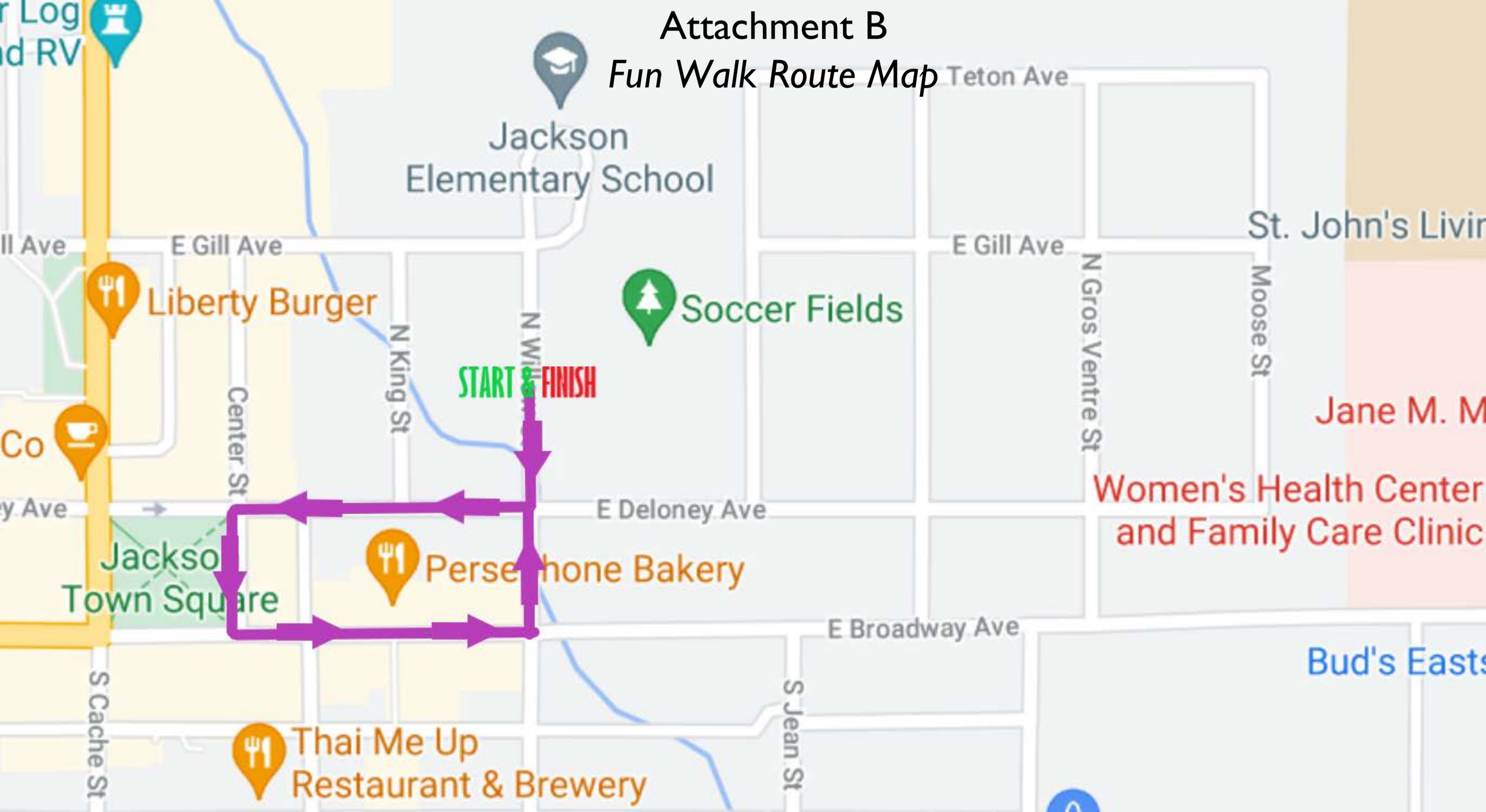
Attachment B

5K/ 10K Route Map



Attachment B

Fun Walk Route Map



Attachment B

Draft Event Site Map

Attachment C

Requested Street Closures, No Parking Signage and START Bus Impact

I. Requested Street Closures

Willow Street

Broadway to Gill — Saturday, 9/11 6am – 2pm

Deloney Avenue

Willow to Center — Saturday, 9/11 9am – 11am

East Broadway Avenue

Willow to Center — Saturday, 9/11 10am – 11am

Center St

Deloney to Broadway already closed for Farmers market - they are happy to cheer walkers on through event

East Broadway Avenue

Open to traffic with volunteers posted to ensure safety

Hansen Avenue

Open to traffic with volunteers posted to ensure safety

Nelson Street

Open to traffic with volunteers posted to ensure safety

II. No Parking - for Fun Run/ Walk route

Deloney Street

Center to Willow

N Jean Street

Gill to Deloney

Old Bill's coordinator Suzanne Rees will post no parking signs with a volunteer team on Sept. 8- Sept. 9. Team is versed on where and how to post them – with help from Annie Riddell, who shadowed a CSO team posting for Old Bill's 2017, then posted independently in 2018 & 2019.

Suzanne and volunteers will post no parking signage on all the streets scheduled for closure (see above). Police enforcement is not required.

III. START Bus Impact - Deloney & Willow

We have reached out to START Bus Director Darren Brugmann and informed the team of the Old Bill's date, time and run/walk route. We will work to find a solution with the Deloney Ave Bus Shelter. START has suspended East Jackson bus service the past five Old Bill's with no registered complaints from area residents or businesses.

Attachments D

Draft Event Notice to Neighbors

TO: Homes and businesses along the route of Old Bill's Fun Run 2021
FROM: Community Foundation of Jackson Hole
RE: Activity on your street on Saturday, September 11 from 9:00-11:30am

An estimated 3,000+ people are expected to participate in Old Bill's Fun Run for Charities 2021, a community-wide celebration that encourages philanthropy. Over the 24-year lifetime of the event, Old Bill's has raised over $189 million for local nonprofits.

This year's run/walk is on **Saturday, September 11**. It starts at 9:00 AM from JES field. The fun run route passes through town square and returns to JES field. The runners will take Willow to Hansen to Nelson out to the National Elk Refuge, return on Broadway to Bruun to finish at JES field. Area streets are generally clear of event participants by 11:30am.

Because your home or business is located along the run/walk route, I want to alert you to activity on your street the morning of September 11. The Jackson Police Department will work with our volunteers to direct vehicular and pedestrian traffic. Please consider not driving on the course while the run/ walk is in progress; delays can be expected. To ease congestion, we ask that you move your vehicles off the street if possible.

Please also be aware of family-friendly amplified music between 9:00am-10:30am at the corner of Redmond and East Hansen, in front of the Senior Center of Jackson Hole on East Hansen, and in front of St. John's Medical Center on East Broadway.

I invite you to participate in Old Bill's 2021! Find information online at **oldbills.org** or at the Community Foundation office at 245 East Simpson Avenue.Thanks in advance for your cooperation and support. Hope to see you on September 11!

Sincerely,

Suzanne Rees
Old Bill's Coordinator
337.344.8309 / srees@cfjacksonhole.org

Attachment E

Equipment and Services Requests

I. Equipment

The Community Foundation requests delivery of the following equipment from Public Works on Friday, September 10:

- 16 yellow street barricades to JES field
- 20 candlesticks and 30 cones to JES field
- 1 yellow barricades to Deloney and N. King Street
- 1 independently-standing "Road Closed Ahead" sign to the corner of Gill and Center
- 4 yellow barricades to Broadway and Willow
- 2 yellow barricades to Willow and Hansen
- 15 orange cones at entrance of the National Elk Refuge
- 20 orange cones and/or candlesticks at 5K turnaround on National Elk Refuge Road (0.4 miles from entrance at Broadway)
- Conveyor belt material for cattle guard on National Elk Refuge

In addition to the above equipment for Run Day, the Foundation requests use of:

- 10 street cones and 10 small sandwich boards for no parking signage posting around JES field and in various locations along the Old Bill's route. Suzanne Rees will coordinate with Sam Jewison regarding pick-up times. These items will be batched together with other TOJ equipment for Public Works pick-up after the event.

II. Police Services

Consistent with Old Bill's in past years, the Community Foundation requests the following support from the Jackson Police Department:

- N. Willow & Deloney Street closure
    - Historically CSOs have managed the closure of requested streets at 8am on Friday before Run Day, including towing. The Foundation would be grateful for this continued service on September 11 and is pleased to provide any support needed.
- Ticketing/towing on Run Day
    - CSOs are always helpful with the ticketing and towing of cars on closed streets in the early morning hours of Run Day. The Foundation would be grateful for this continued service on September 11 and is pleased to provide any support needed.

- Traffic control along the run/walk route
    - In tandem with the Old Bill's traffic control team, comprised of 50+ volunteers from Teton Science Schools, event organizer Suzanne Rees will communicate with the Jackson Police Department on traffic management plans and troubleshooting potential problems in advance.
- Race lead vehicle
    - Two officers on electric motorcycles, as have been provided in the past, would be much appreciated on September 11, 9:30A on Willow at JES. These officers add to both the safety and festivity of the race.
- Police presence at the Start Line & Finish Line (N Willow at JES field)
    - We defer to the Police Department as to how many officers are allotted for this purpose.

Attachment F

TOWN OF JACKSON/ JACKSON POLICE DEPARTMENT
NOISE PERMIT APPLICATION

Please submit completed application via fax (307-733-3241) or email to: jpdic@jacksonwy.gov at least 3 working days prior to event.

PLEASE PRINT AND USE A BLACK OR BLUE INK PEN. Thank you.

EVENT SPONSOR~ (Person responsible for event and noise if complaints are received):

Name: Suzanne Rees Date of Birth: 02/10/1990

Signed: Suzanne Rees Phone number: (307) 739 - 1026
(Event Sponsor)

Mailing Address: P.O. Box 574
Town: Jackson State WY Zip Code 83001

Street Address: 245 E Simpson Avenue
Town: Jackson State WY Zip Code 83001

EVENT INFORMATION:

Location of Event: JES field & East Jackson walk/run route

Physical Street Address: See attachment B

Date(s) of Event: Saturday, September 11, 2021

Requested Starting Time of Event: 6am set-up starts a.m./p.m.
Requested Ending Time of Event: 2pm clean up ends a.m./p.m.

Please be advised that the noise permit will not extend beyond 11 p.m.

Type of Event: Nonprofit fundraiser
(i.e. Baptism, Birthday Party, Wedding, Concert, Employee Party, etc.)

Please **explain** the type of noise expected. Live music, band, D.J., acoustic, amplified music, sound system of any type, dancing, etc.
Amplified, family friendly MC commentary & live music from 7am - 12pm

Band Name: Jackson Hole Community Band
Or first and last name of person providing music: _____

Contact information for Band or person providing music:
Telephone or email address: 307.200.9463 / office@jhband.org

1/6/2020 updated

Permit I

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

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

EVENT NAME:

Event Name: Old Bill's Fun Run for Charities Physical Address of Event: JES Field

Description of Event: Fundraiser for 200+ local nonprofits

Grand Opening_____Yes X____ No _____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Suzanne Rees / Community Foundation of JH Phone: 307.739.1026

E-mail: PO Box 574, Jackson, WY 83001 ZIP: 83001

srees@cfjacksonhole.org Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A.

Business/Description: Community Foundation of JH

Physical Address: 245 E Simpson Ave

Dates of Display: Aug. 13- Sept. 17

Consent from Owner Obtained? Yes X No_____

C.

Business/Description: Albertsons

Physical Address: 50 Buffalo Way

Dates of Display: Sept. 3 - Sept 17

Consent from Owner Obtained? Yes X No_____

B.

Business/Description: Community Foundation of JH

Physical Address: 245 E Simpson Ave

Dates of Display: Aug. 13- Sept. 17

Consent from Owner Obtained? Yes X No_____

D.

Business/Description: Business Co-Challenger Storefronts

Physical Address: See attached addresses

Dates of Display: August 13- Sept. 17

Consent from Owner Obtained? Yes X No_____

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

Yes X____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X____ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Suzanne Rees Suzanne Rees 2021.05.13 16:24:27 -06'00' 5.13.21

Signature of Authorized Event Applicant Date

Suzanne Rees 5.13.21

Applicant Name Printed Title

Permit 1 Narrative

Due to the ever changing metrics of Covid-19, the Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 13-September 17) as we did in 2020. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Community Foundation
Aug 13 - Sept 17
4x6' multi-colored vinyl Old Bill's banner
Location: Community Foundation balcony,
245 East Simpson Avenue
Aesthetic: same style as banner at right

B. Community Foundation
Aug 13 - Sept 17
Two 4x8' magnetic boards displaying
Co-Challenger names
Location: freestanding on Community Foundation
front lawn, 245 East Simpson Avenue
Aesthetic: see both Co-Challenger boards at right

C. Albertsons
Sept. 3-Sept 17 (with possible extension the week before)
12x14' multi-colored vinyl Old Bill's banner
Location: Albertsons storefront/banner area
Aesthetic: see right (date will be updated for 2020)
Note: Albertsons management has approved banner.

D. Co-Challenger Banners

Over 70 "Co-Challengers" collectively provide millions in matching funds through Old Bill's Fun Run for Charities. They donate at multiple tiers between $25K and $500K. Roughly ¾ of the Co-Challenger group is comprised of couples and family foundations, and about a quarter are businesses.

The Community Foundation requests permitting for its Old Bill's 2021 business Co-Challengers to hang 3x8' vinyl banners on their storefronts during giving season, August 13- Sept 17. Sept. 3- Sept 17 if it needs to be a 2 week time frame. The banners are modeled after this one:

Following are current* business Co-Challengers with locations inside Town of Jackson limits:

Business Co-Challenger	**Location(s)**
Bank of Jackson Hole	10 East Pearl St, 975 West Broadway, 990 West Broadway
First Republic Bank	545 West Broadway
Graham-Faupel-Mendenhall	80 West Broadway
Rocky Mountain Bank	890 West Broadway
Rusty Parrot Lodge	175 North Jackson St (banner to go on construction fence)
Snake River Brewing	265 South Milward St
Wells Fargo Bank	112 North Center St, 50 Buffalo Way
WRJ Designs	30 South King St
Zions Bank	25 South Willow St #201
Whole Foods	1155 US-89, Jackson, WY 83001

* Please note that Co-Challenger recruitment is ongoing throughout the year: At present there are 13 business Co-Challengers (in addition to those above, several are outside of Town limits), and may commit over the next several months. So that all business Co-Challengers may enjoy the same marketing benefits, the Community Foundation will submit a supplemental request for banner permitting in mid-August that includes any new business Co-Challengers.

Permit 2

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

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

EVENT NAME:

Event Name: Old Bill's Fun Run for Charities Physical Address of Event: JES Field

Description of Event: Fundraiser for 200+ local nonprofits

Grand Opening _____ Yes _____ No _____

EVENT SPONSOR/APPLICANT: Name: Suzanne Rees / Community Foundation of JH

Mailing Address: PO Box 574, Jackson, WY 83001 Phone: 307.739.1026

E-mail: srees@cfjacksonhole.org ZIP: 83001

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A.

Business/Description: Race Route

Physical Address: S Cache St & Willow St

Dates of Display: Sept. 10 - 11

Consent from Owner Obtained? Yes____ No____

C.

Business/Description: Maple Way at Powderhor Ln

Physical Address: 1098 Maple Way

Dates of Display: Aug. 13- Sept. 17

Consent from Owner Obtained? Yes X No____

B.

Business/Description: Teton County Library

Physical Address: 125 Virginian Ln

Dates of Display: Aug. 13- Sept. 17

Consent from Owner Obtained? Yes X No____

D.

Business/Description: Milward St at Hansen Ave

Physical Address: 180 W Hansen Ave

Dates of Display: Aug. 13- Sept. 17

Consent from Owner Obtained? Yes X No____

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

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Suzanne Rees — 5.13.21

Signature of Authorized Event Applicant — Date

Suzanne Rees — 5.13.21

Applicant Name Printed — Title

Permit 2 Narrative

Due to the ever changing metrics of Covid-19, the Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 13-September 17) as we did in 2020. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Start & Finish Lines September 10-11

The Community Foundation requests to hang 35+ Old Bill's-related vinyl banners around Town the afternoon of Friday, September 11 until afternoon on Saturday, September 12.
Roughly half of these banners provide event-specific information to Old Bill's participants. They include:

- ❏ Start Line banner
- ❏ Donations & Information booth banners
- ❏ Runners/walker registration and directional banners at event site and along the run/walk route
- ❏ Food service information banners

The other half of the proposed Run Day banners acknowledge Old Bill's Co-Challengers ~ donors at the $25K, $35K, $50K, $100K, $250K, and $500K tiers who collectively provide millions in matching funds to the event. The Community Foundation hopes to acknowledge these generous donors in two prominent locations:

1. 3-4 4x6' banners listing Co-Challengers around the event's Food Tent at JES field
2. 13-18 3x8' business Co-Challenger banners modeled after the one below along the Fun Run Route along S Cache

As always, the Community Foundation is requesting permission from all involved businesses to hang Co-Challenger banners on their storefronts.

B. Teton County Library

August 13 - September 17

Two 3x12' Old Bill's banners
Location: Hanging from posts outside library
125 Virginian Lane
Aesthetic: Collages of local nonprofit impact photos
**We have received permission from the library to hang for the entire 5 week giving season pending Town approval.

C. Maple Way at Powderhorn Ln

August 13 - September 17

4x8' multi-colored vinyl Old Bill's banner
Location: Vacant lot near Prugh Real Estate
1098 Maple Way
Aesthetic: Same style as banner at right
* Have gotten approval from land owner to hang banner the entire 5 week giving season, but will also accept 2 weeks (Sept. 3-Sept 17)

D. Milward St at Hansen Ave

August 13 - September 17

4x5' multi-colored vinyl Old Bill's banner Location: Middle portion of three-piece fencing along private residence 180 W Hansen Ave

Aesthetic: Same style as bannerabove

* Have gotten approval from land owner to hang banner the entire 5 week giving season, but will also accept 2 weeks (Sept. 3-Sept 17)

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Grand Opening _____ Yes X No _____

EVENT SPONSOR/APPLICANT: Name: Suzanne Rees/ Community Foundation of JH

Mailing Address: P.O. Box 574, Jackson, WY Phone: 307-739-1026

E-mail: srees@cfjacksonhole.org ZIP: 83001

Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

A

Business/Description: Snow King Ball Park/ Baseball Backstop

Physical Address: 402 E Snow King Ave

Dates of Display: Aug. 13 - Sept. 17

Consent from Owner Obtained? Yes X No____

B

Business/Description: Staples

Physical Address: 520 E Broadway

Dates of Display: Sept. 3- 17

Consent from Owner Obtained? Yes X No____

C

Business/Description: Missing Sock

Physical Address: 1325/ 1405 S HWY 89

Dates of Display: Sept. 3 - 17

Consent from Owner Obtained? Yes X No____

D

Business/Description: Healthy Being Cafe & Juicery

Physical Address: 165 East Broadway

Dates of Display: Sept. 3 - 17

Consent from Owner Obtained? Yes X No____

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

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Suzanne Rees
Signature of Authorized Event Applicant

6/7/21
Date

Suzanne Rees
Applicant Name Printed

Old Bill's Coordinator
Title

Permit 3 Narrative

Due to the ever changing metrics of Covid-19, the Community Foundation is planning on accompanying our Run Day plan with an equally robust advertising and marketing plan, we are hoping to reach people through an extended Giving Season promotion (August 13-September 17) as we did in 2020. We are in communication with property owners at all proposed banner locations. At this time we are still working on approval confirmation for a couple of the locations listed. We will not hang banners without owner consent.

A. Snow King Ball Park / Baseball Backstop

August 13 - September 17
Two ~12x6' multi-colored vinyl Old Bill's banners
Location: Baseball backstop at Snow King Ball Park
Aesthetic: Same style as banner at right, only vertical

B. Staples

September 3 - September 17
3x5' multi-colored vinyl Old Bill's banner
Location: Corner of HWY 26 and Flat Creek Dr
520 W Broadway
Aesthetic: Same style as banner at right

C. Missing Sock

September 3 - September 17
3x10" multi-colored vinyl Old Bill's banner
Location: Grass lawn on corner of HWY 89 and High School Rd.
1325/1405 S HWY 89
Aesthetic: Same style as banner at right

D. Healthy Being Cafe & Juicery

August 13 - September 17
2x10' multi-colored vinyl Old Bill's banner
Location: On fence adjacent to Broadway sidewalk
165 East Broadway
Aesthetic: Same style as banner at right

H1

COMMFOU-03

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024

HUB International Mountain States Limited
1315 S Highway 89
Suite 103
Jackson, WY 83001

CONTACT NAME: Selda Baumberger
PHONE (A/C, No, Ext): (307) 733-2464
FAX (A/C, No): (866) 246-1819
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Community Foundation of Jackson Hole
PO Box 574
Jackson, WY 83001

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		PHPK2220020	2/27/2021	2/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER:						WY STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2220020	2/27/2021	2/27/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			PHUB750978	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Jackson
PO Box 1687
Jackson, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rene LeVeque

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 245 E Simpson Ave Jackson, WY 83001-8482
Name Of Person(s) Or Organization(s) (Additional Insured): Town of Jackson
Additional Premium: $ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

H2

COMMFOU-03

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2021

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PRODUCER License # 6024

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1315 S Highway 89
Suite 103
Jackson, WY 83001

CONTACT NAME: Selda Baumberger
PHONE (A/C, No, Ext): (307) 733-2464
FAX (A/C, No): (866) 246-1819
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Community Foundation of Jackson Hole
PO Box 574
Jackson, WY 83001

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		PHPK2220020	2/27/2021	2/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER:						WY STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2220020	2/27/2021	2/27/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			PHUB750978	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Teton County Park & Rec Department
Old Bill's Fun Run
PO Box 811
Jackson, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rene LeVeque

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 245 E Simpson Ave Jackson, WY 83001-8482
Name Of Person(s) Or Organization(s) (Additional Insured): Teton County Parks & Recreation
Additional Premium: $ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

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However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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H3

COMMFOU-03

SBAUMBERGER

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PHONE (A/C, No, Ext): (307) 733-2464
FAX (A/C, No): (866) 246-1819
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INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Foundation of Jackson Hole; Community Foundation of Teton Valley
PO Box 574
Jackson, WY 83001

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2220020	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER:						WY STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK2220020	2/27/2021	2/27/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			PHUB750978	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

USFWS/National Elk Refuge
PO Box 510
Jackson, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment I

Recycling, Composting and Trash Operations

Carrie Bell & Becky Kiefer – all current and former Teton County Integrated Solid Waste & Recycling (ISWR) Education & Outreach Directors – lead the Old Bill's Recycling & Waste volunteer team. Throughout the event, their crew diligently manages recycling, compost and waste bins on and around Town Square.

A certified "green event" with Council for Responsible Sport (councilforresponsiblesport.org), Old Bill's goes to great efforts to divert waste from the landfill. The Recycling & Waste team has designated collection bins for the following items:

- Cardboard
- Aluminum
- Glass
- Plastics #1 and #2
- Food waste
    - Composted by Haderlie Farms in Thayne
- Compostable water cups (collected both on Town Square and along the run/walk route)
    - Composted by Terra Firma, thanks to special DEQ permitting facilitated by ISWR

What cannot be diverted from the waste stream is brought to the landfill by Westbank Sanitation. Both Westbank and Jackson Community Recycling donate bins and hauling services to Old Bill's.

Old Bill's recycling and waste stations are manned by knowledgeable volunteers who help maximize diversion by ensuring people throw their waste in the correct bin.

As part of Old Bill's green event certification, the Recycling & Waste team weighs divertables and waste at the end of the event. This data is helping Old Bill's reduce its environmental footprint each year.

Town of Jackson
Special Event Policy with COVID-19 Considerations
Approved: February 23, 2021

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

The Town of Jackson special event policy with COVID-19 consideration states the following:

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

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

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Regular Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: 4th of July Parade	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Mayor and Council approve all special event applications requesting the use of public property, services of Town personnel and Town equipment on behalf of the Town of Jackson.

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

Requested Action.
Staff is requesting Town Council to consider the special event application submitted by the Jackson Hole Chamber of Commerce to host the annual 4th of July Parade.

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

Background.
The applicant, the Jackson Hole Chamber of Commerce, has chosen to host the annual 4th of July Parade again this year. Last year the event was cancelled due COVID-19. The timing and the route request is identical to previous years' parades. The applicant indicated that the event would only be held if the Teton County COVID-19 risk level was in Green (New Normal) or Yellow (Low). If the Teton County Risk Level is Orange, Red or Purple on the day of the event, the parade would be cancelled.

Permission from the Town Council would be needed for the following requests from the applicant:

1. Blocking traffic from the parade route and 'no parking' signs along the east side of the Town Square and Broadway storefronts. The parade route will be as follows: Snow King Avenue from the rodeo grounds to Glenwood, north on Glenwood to Broadway, east on Broadway to Willow from 8:00 a.m. until the parade is completed at approximately 11:30 a.m.
2. Permission for announcers to stand on the balcony of High Country Outfitters and two sets of bleachers to be placed at Broadway and Center.

The applicant has worked with the Teton County Health Department to establish COVID-19 mitigation efforts including, but not limited to allowing a fewer number of floats in the parade, recommending that spectators wear masks and practice social distancing.

The applicant will continue to work with the Teton County Health Department and make adjustments for hosting the outdoor concerts on the Center Lawn in accordance with the Center for Disease Control guidelines as well as following any existing COVID-19 state and local health orders that are in place. This application has been reviewed by the Teton County Health Department.

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

Possible Alternatives.
N/A

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

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

Fiscal Impact.
A special event application fee of $27.

Staff Impact.
Staff impact includes:
- Public Works involvement including barricading roads and street sweeping (approximately 16 staff hours and 4 machine hours)
- Administrative departmental review of application (approximately 2 hours of total staff time),
- Police involvement includes 28 volunteers and 8 paid staff (approximately 144 hours)
- Administration preparation of staff report and preparation of WYDOT closure permit application (approximately staff 3 hours),

In total approximately 153 hours of staff and volunteer time split between town, county and joint departments.

Conditions and Restrictions.
Should Council wish to approve this application, staff recommends that approval be subject to the

following conditions and restrictions:

1. The Chamber of Commerce 4th of July Parade operations will be subject to the review of the Teton County Health Department.
2. The parade operation shall abide by any state or local health order in place.
3. The parade operations shall abide by the Town of Jackson Special Event Policy with COVID-19 Considerations.
4. The applicant shall clean up immediately after the parade.
5. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least ten days prior to the event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
6. Any power cords that cross walkways or turf where event goers walk shall be taped or covered and secured as to avoid a tripping hazard.
7. The applicant shall be responsible for the closure of the parking spaces and for the production, posting, and removal of no parking signage and handicapped parking signage.
8. The applicant shall arrange the use of any town equipment including barricades and traffic cones with the Public Works Department. This may include an equipment deposit for use.
9. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
10. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
11. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.

Attachments or Links.
Special Event Application
Map of Requested Parade Route
Chamber of Commerce COVID-19 Mitigation Plan
Town of Jackson Special Event Policy with COVID-19 Considerations

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.
I move to approve the special event application made by the Jackson Hole Chamber of Commerce for the annual 4th of July Parade, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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

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

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

APPLICANT INFORMATION

Name of Event: Fourth of July Parade

Name of Organization: Jackson Hole Chamber of Commerce

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

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: (307)733-3316 Cell Phone: (208)521-0019

EVENT INFORMATION

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

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

To celebrate the Fourth of July

Location of Event: Glenwood / Broadway Alternative Location: N/A

Date(s) of Event: 07/04/2021 Event Operating Hours: 8:30 AM - 12:30

Event Set Up Begins Date: July 04, 2021 Time: 8:30 AM

Event Clean Up Ends Date: July 04, 2021 Time: 12:30 PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 - 2000 Total Event: _____

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Anna Olson Cell Phone: (307)690-7669

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

Area of Closure Request	Date(s)	Start Time	End Time
Snow King Ave	07/04/21	8:30 am	12:30 pm
Glenwood Ave	07/04/21	8:30 am	12:30 pm
Broadway Ave	07/04/21	8:30 am	12:30 pm

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

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

If "Yes", how many parking spaces will be unavailable due to the event: ~50 parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT (307) 733-1430

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

Please describe in detail your request:

Assistance along parade route with closure and crowd control

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

- [x] Street Sweeping
- [ ] Snow Removal
- [ ] Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

- [ ] Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.
- [ ] Electricity Access
- [ ] Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.
- [ ] Additional Public Restroom Cleaning

Please describe in detail your request:

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

- [ ] Foot Patrol
- [ ] Ambulance
- [ ] Fire Engine
- [ ] Rescue Truck
- [ ] Bicycle Patrol
- [ ] Event Site Inspection

Please describe in detail your request:

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request:_____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 10:30 am Finish Time: 12:30 pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: Not necessary for the length of the event and the area being used.

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

Restroom Company:_____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ☐ Yes ☐ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ☐ Yes ☐ No

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

TRASH REMOVAL PLAN

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

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

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

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

When will the trash receptacles be delivered? _____

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

Describe your plan for the collection and removal of trash during your special event:
Individual trash generated by participating floats will be disposed of by those floats

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes ☐ No

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

Covid plans / restrictions. I'm attaching a Covid plan indicating our precautionary measures based on what risk level the county is in at that time.

The Lion's Club Breakfast WILL NOT take place July 4, 2021.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: BM

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

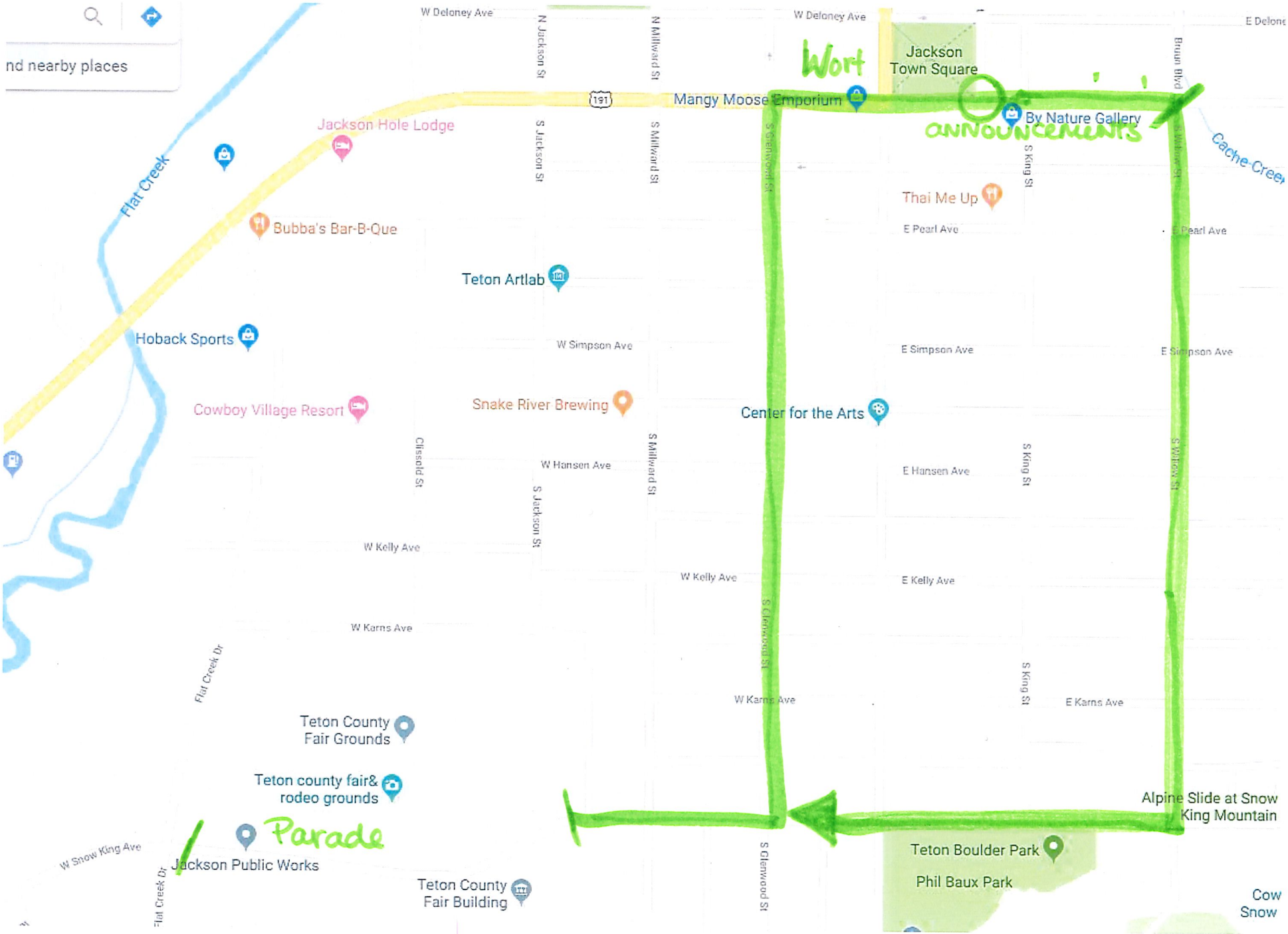
Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

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

APPLICANT: eSigned via SeamlessDocs.com Britney Magleby Key: d006bb9c9987956c6be92b86b94d9294 _____ APPLICANT: Britney Magleby _____

Signature **Printed Name**

DATE: 05/23/2021 _____ TITLE: Director of Events _____


nd nearby places
W Deloney Ave
N Jackson St
N Millward St
W Deloney Ave
E Deloney
Wort
Jackson Town Square
Bruin Blvd
191
Mangy Moose Emporium
By Nature Gallery
ANNOUNCEMENTS
Jackson Hole Lodge
S Jackson St
S Millward St
S Glenwood St
S King St
S Willow St
Cache Creek
Flat Creek
Thai Me Up
Bubba's Bar-B-Que
E Pearl Ave
E Pearl Ave
Teton Artlab
Hoback Sports
W Simpson Ave
E Simpson Ave
E Simpson Ave
Cowboy Village Resort
Snake River Brewing
Center for the Arts
Cliffside St
W Hansen Ave
E Hansen Ave
S King St
S Millward St
S Jackson St
S Willow St
W Kelly Ave
W Kelly Ave
E Kelly Ave
W Karns Ave
Flat Creek Dr
S Glenwood St
W Karns Ave
S King St
E Karns Ave
Teton County Fair Grounds
Teton county fair& rodeo grounds
Parade
Alpine Slide at Snow King Mountain
W Snow King Ave
Jackson Public Works
Teton Boulder Park
Phil Baux Park
Teton County Fair Building
Cow
Snow

JACKSON HOLE CHAMBER OF COMMERCE

RIDE FOR THE BRAND

Fourth of July Parade
Additional Covid Safety Practices

Using Public Health's "Guidance for Gatherings & Events" and our own staff / volunteer capabilities for operating this event, we have created the following outline for running the 4th of July Parade in Jackson in 2021 with Covid restrictions and our community's health in mind.

"Green" Risk Level – If Public Health declares Jackson is at a "green" risk level, the 4th of July Parade will proceed as follows:

- Face coverings recommended for all spectators
    - Event advertising (online and through local media) will indicate that face coverings are recommend to attend the parade.
    - Signage recommending masks will be present on Town Square and Snow King Ave (parade start and finish).
    - Masks will be available at Town Square (all four corners) and at the parade start on Snow King Ave.
- Physical distancing
    - Event advertising will indicate that physical distancing between different households should be maintained along the entire parade course.
    - Signage throughout event will request physical distancing between households.
    - Parade entries / floats will remain 6 ft apart from other parade entries / floats at all times.
    - Parade entries / floats will remain 6 ft from crowd at all times.
- Event layout
    - Fewer floats in expanded start areas and finish areas will allow for additional social distancing between parade entries.
    - All floats / parade entries will be asked to immediately continue beyond the finish and home to avoid congestion on Town Square.
    - The footprint of the parade is quite large, and additional effort will go into asking spectators to view from all areas along the parade route.
- Candy
    - Anything distributed to attendees must be individually wrapped.
    - Anything distributed to attendees must be able to be given from 6 ft away (light candy that can be thrown at the ground in front of spectators).
- All statewide orders, Town recommendations, and Public Health recommendations
    - The parade will follow all recommendations in place at the time of the event.

"Yellow" Risk Level - If Public Health declares Jackson is at a "yellow" risk level, the 4th of July parade will proceed as follows:

- Face coverings required for all spectators
    - Event advertising (online and through local media) will indicate that face coverings are required to attend the parade.
    - Two volunteers will walk the parade route in advance of the parade to distribute face coverings and ask that all spectators where them.
    - Signage requiring masks will be present on Town Square and Snow King Ave (parade start and finish).
- Physical distancing
    - Event advertising will indicate that physical distancing between different households should be maintained along the entire parade course.
    - Signage throughout event will request physical distancing between households.
    - Parade entries / floats will remain 6 ft apart from other parade entries / floats at all times.
    - Parade entries / floats will remain 6 ft from crowd at all times.
- Event layout
    - Fewer floats in expanded start areas and finish areas will allow for additional social distancing between parade entries.
    - All floats / parade entries will be asked to immediately continue beyond the finish and home to avoid congestion on Town Square.
    - The footprint of the parade is quite large, and additional effort will go into asking spectators to view from all areas along the parade route.
- Candy
    - Anything distributed to attendees must be individually wrapped.
    - Anything distributed to attendees must be able to be given from 6 ft away (light candy that can be thrown at the ground in front of spectators).
- All statewide orders, Town recommendations, and Public Health recommendations
    - The parade will follow all recommendations in place at the time of the event.

"Orange" Risk Level – If Public Health declares Jackson is at a "orange" risk level, the 4th of July Parade will not take place in 2021.

Town of Jackson
Special Event Policy with COVID-19 Considerations
Approved: February 23, 2021

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

The Town of Jackson special event policy with COVID-19 consideration states the following:

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

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

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Regular
Submitting Department:	Public Works	**Presenter:**	Brian Lenz, Town Engineer
Agenda Item:	2021 Chip Seal Contract Award	**Public Comment:**	yes

Purpose & Policy Considerations.
Council consideration of award of contract and approval of financing for 2021 Chip Seal (TOJ Project 21-04).

Requested Action.
Staff requests Council award the contract.

Recommendations.
Staff recommends that Town Council approve the use of FY21 Annual Street Reconstruction funds to award in full the contract for 2021 Chip Seal to **Evans Construction Company**.

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

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

The Town has received public comment in the past related to chip sealing not being compatible with some forms of multimodal transportation, particularly impacting use by skateboards, roller blades and the like. Other commenters have expressed concern for chips exacerbating injury if a kid on a bike falls onto a newly chip sealed street surface.

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

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

The roadways to be complete this year are shown below:

- **East Portion of High School Road**
- **Rangeview Drive**
- **Corner Creek Lane**
- **Lilac Lane**
- **Daisy Lane**
- **Cedar Loop**
- **Mountain View Lane**
- **Alpine View Lane**

- **South Portion of Whitehouse Drive**

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

The project is scheduled to be completed by August 27th, 2021.

The project was advertised in the JH News & Guide Weekly for two weeks beginning May 19th, 2021.
On June 10th, 2021, the Town received bids for the project.

Analysis.
This year's target quantity and basis of the bid request was 450,000 square feet of chip seal throughout town. The Town received construction bids for the project on June 10, 2021. A total of 1 bid was received.

1) **Evans** Construction Company Bid Total: $ **173,999.00**

Alternatives (Optional).
Council may instead place the 2021 Chip Seal Project on hold by denying the contract.

Comprehensive Plan & Priority Alignment.
This project supports the Town Comprehensive Plan under Quality of Life: Common Value 3.

- *Principle 8.2* – Coordinate the provision of infrastructure and facilities needed for service delivery.
  - Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population
- *Strategy 8.2.S.1:* Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.
The project is fully funded with the Annual Street Reconstruction line item in the adopted FY 2022 budget.

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

Staff Impact.
During this project the majority of the Public Works staff shall be involved with communicating traffic impacts and advising drivers of the best way to navigate through Town to their destination and sweeping excess chips from roadways. It is estimated that a minimum of 120 hours of Public Works staff time shall be required.

Attachments or Links.
None.

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

I move to approve the award of the 2021 Chip Seal Project to **Evans** Construction Company, of Jackson, WY in the amount of **$173,999.00**, and authorize the Mayor to execute the contract.

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Council Regular Meeting
Submitting Department:	Planning Department	**Presenter:**	Paul Anthony
Agenda Item:	P21-116 TEMPORARY SIGN PERMIT Hole Food Rescue - Million Pound Party	**Public Comment:**	Yes

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

Requested Action.
The Hole Food Rescue has requested to display one temporary banner under Section 5.6.1.C.4.d of the LDRs for the Million Pound Party (see attached for details: 160" x 128" vinyl)

- 105 Buffalo Way, Albertsons during:
  - August 15- August 28, 2021

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

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

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

- 105 Buffalo Way, Albertsons during:
  - August 15- August 28, 2021

Background.
NA

Analysis.
NA

Alternatives (Optional).
NA

Fiscal Impact.
None

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

Attachments or Links.
Applicant Submittal

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

I move to **approve** the temporary banner (P21-116) in conjunction with Hole Food Rescue - Million Pound Party subject to three (3) conditions of approval:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
    - 105 Buffalo Way, Albertsons during:
        - August 15- August 28, 2021

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

ph: (307) 733-0440
www.townofjackson.com

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

EVENT NAME:

Event Name: Million Pound Party

Physical Address of Event: 265 S Cache St. Jackson, WY 83001

Description of Event: Pig roast cook-off featuring 4 chefs, 1 band, and community celebrating HFR

Grand Opening _____ Yes X ____ No _____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 2955 Jackson, WY 83001

Phone: 307-201-3010

E-mail: lisa@holefoodrescue.org

ZIP: 83001

Non-Profit: X ____ For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson's

Physical Address: 105 Buffalo Way Jackson, WY 83001

Dates of Display: 8/15-8/28 2021

Consent from Owner Obtained? Yes X ____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

Business/Description: _____

Physical Address: _____

Dates of Display: _____

Consent from Owner Obtained? Yes____ No____

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

Yes X ____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X ____ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Signature of Authorized Event Applicant

5/10/2021
Date

Lisa Lent
Applicant Name Printed

Executive Director
Title

RE: Temp Sign - Million Pound Party

Reply | Reply All | Forward

Mon 5/17/2021

KP Katelyn Page
To Lisa Lent
Cc Annette Langley

Thanks Lisa.

From: Lisa Lent <lisa@holefoodrescue.org>
Sent: Monday, May 17, 2021 6:42 AM
To: Katelyn Page <KPage@jacksonwy.gov>
Cc: Annette Langley <ALangley@jacksonwy.gov>
Subject: Re: Temp Sign - Million Pound Party

Hi Katelyn,

Current banner:
Height: 160 Inches
Width: 128 Inches

Banner is a heavy plastic.
Thank you ,
Lisa

On Fri, May 14, 2021 at 4:06 PM Katelyn Page <KPage@jacksonwy.gov> wrote:

> Hi Lisa,
>
> I am reviewing the temp sign application for the Million Pound Party. Would you let me know the following specs:
>
> - Banner size (length and width)
> - Banner material
>
> Ill include that info with your application and the attached picture.
>
> Thanks and have a great weekend.
>
> ***Katelyn S. Page,*** *LEED AP BD+C*
>
> Planning & Building Dept – Associate Planner
>
> Town of Jackson

HOLE FOOD RESCUE PRESENTS

MILLION POUND PARTY

Annual Community Meal

Center for the Arts

6 - 9 pm

Haderlie Farms Pig Roast

Yard Games

Silent Auction & Raffle Prizes

holefoodrescue.org

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Regular
Submitting Department:	START	**Presenter:**	Darren Brugmann
Agenda Item:	BUILD Grant – Partner Letter of Agreement with Teton County for Consultant Work	**Public Comment:**	Yes

Purpose & Policy Considerations.
Consideration for a Letter of Agreement (LOA) with Teton County (Wyoming) to hire Jorgensen Associates as the consultant to conduct grant management and administrative work regarding the successful BUILD Grant award for the Teton Mobility Project.

Requested Action.
Approve LOA with Teton County (Wyoming) for hire of BUILD Grant Administrator

Recommendations.
Approve LOA with Teton County (Wyoming) for hire of BUILD Grant Administrator

Background.
The Funding Partners of the BUILD12 (Better Utilizing Investments to Leverage Development - 12th Iteration) were awarded a $20 Million Federal Transportation Discretionary Grant for the Teton Mobility Corridor Improvements (TMCI) Project. Town of Jackson/START have 4 distinct components of the 13 total project components as follows:

1. Stilson Park Transit Center - Construction of transit center, access road, park 'n ride, pedestrian and bicycle interconnections, covered bike parking and traffic signal at WY-390;
2. Transit Signal Prioritization - Transit Signal Prioritization System, units for 30 buses, and 13 intersections;
3. Commuter Buses – purchase of 4 commuter coaches; and
4. Electric Buses - Purchase of 2 Proterra 40 ft. all electric buses.

The first work project for this was to select a qualified contractor to administer the total project and provide professional services over the 7 year life span. Teton County, led by Public works Director Heather Overholser, is the lead agency and will execute the agreement on behalf of the 6 funding partner agencies (Town of Jackson/START, Teton County Wyoming, Teton County Idaho, City of Driggs Idaho, Idaho Department of Transportation and Jackson Hole Mountain Resort). Through a qualifications based-selection process, the County selection committee evaluated three high-quality proposals, presentations and interviews and have ranked the proposers as follows:

1. Jorgensen Associates (with subs Alta Planning, Agrostis, Three Elephant Public Relations, Biota, Cambridge Systematics, Harmony Design, HDR, KLJ, LSC and Plan 1 Architects)
2. Jacobs (with subs WSP, Flitner Strategies, Charlier Associates, and Facility Development Group)
3. Y2 (with subs Freese and Nichols, Traylor and Associates, ICF and Prospect Studio)

The proposals were reviewed and scored by the selection committee, comprised of representatives from Driggs, Idaho, Idaho Transportation Department, START, WYDOT, Jackson Hole Mountain Resort and Teton County, Wyoming, after which each firm presented to the committee and participated in an interview. The Jorgensen Associates team is being recommended by the selection committee for contract award to complete the work described in the LOA. The Jorgensen team includes sub-consultants from the following firms:

DRAFT

- Agrostis, Inc.
- Alta Planning + Design, Inc.
- Biota Research and Consulting
- Cambridge Systematics
- Harmony Design and Engineering
- HDR
- KLJ Engineering
- LSC Transportation Consultants, Inc.
- Plan One/Architects
- Three Elephant Public Relations

The BUILD selection team is recommending award of the contract to the Jorgensen Associates team. Jorgensen will be tasked with:

1. Overall BUILD grant administration, professional services and management;
2. Project component design, construction procurement and management and liaison coordination;
3. Public outreach and engagement; and,
4. Real Estate Services.
5. Stilson Master Planning

Over the past month, the project/funding partners have been working with Jorgensen to identify and refine scope of work for FY2022 (July 2021-June 2022). Heather Overholser with Teton County has also conducted a review of all of the submitted hourly rates and negotiated where needed. The result of this work is included in the chart under the Fiscal Impact section of this staff report.

Analysis.
All project partners must now execute a Letter of Agreement (LOA). The LOA is the mechanism by which the project/funding partners authorize Teton County to hire Jorgensen on the behalf of all BUILD partners, as well as spell out the project/funding partners' and Teton County's funding responsibilities. Attached is the LOA reviewed by both Town and County Legal.

Alternatives (Optional).
Council may:
Continue LOA to allow for further discussions
Reject the LOA

Comprehensive Plan & Priority Alignment.
Section 7 – Multimodal Transportation:
Residents and visitors will safely, efficiently, and economically move within our community and throughout the region using alternative transportation.

Principle 7.1 - Meet future transportation demand through the use of alternative modes.
Principle 7.2 - Create a safe, efficient, interconnected, multi-modal transportation network.
Principle 7.3 - Coordinate land use and transportation planning.

Fiscal Impact.
Town of Jackson's portion of the Build Grant for Fiscal Year 2022 is estimated to be $ 498,093

Due to the complexity and longevity of this Project, consultant fees will be approved on an annual basis, to coincide with Teton County, Wyoming's fiscal year. An overall cost estimate for the duration of the term of the Master Agreement is

not identified. FY2022 proposed fees are highlighted below in the fee table, as well as in detail in LOA Exhibits C1-4 (Task Work Order Fee Sheets).

It is anticipated that funding will be obligated by the Federal Government in September 2022. In order for BUILD grant funds to be obligated by that deadline, BUILD Grant protocols require that specific tasks are completed for every project component by Spring 2022, including NEPA clearance, preliminary design, cost estimating and initial right-of-way acquisition work. Because BUILD funds will not be obligated by the Federal government until Fall 2022, none of the costs for completing the FY2022 proposed work are eligible for BUILD Grant funding, nor can they be applied toward the local match. 100% of the FY2022 costs outlined in the table below are the financial responsibility of Teton County, WY and project/funding partners.

From the date of obligation of funds, the Project Team will have five (5) years to complete all project components and seek reimbursement through BUILD. The $20,000,000 grant award requires a local match of 26.95% of the total estimated project costs, which equates to a total of $8,397,661 in local (i.e. Project Partner) funds. This includes the donation of land at Stilson by the Jackson Hole Mountain Resort, which was valued at $3.1 million in 2020, to be used for the Stilson Transit Center. If project component costs exceed the estimate provided in the BUILD Grant application, the respective project/funding partner will be responsible for covering those additional costs.

The Letter of Agreement commits the project/funding Partners to funding their respective Consultant fees for FY2022 as follows (and in the table below):

- Task Work Order 1: Grant Admin and Program Management - Split by percentage of total project cost estimate (see chart below)
- Task Work Order 2: Project Component Management and Coordination - Each project/funding Partner will be responsible for covering all costs associated with their respective Project Component(s).
- Task Work Order 3: Public Engagement - Split by percentage of total project cost estimate (see chart below) AND by specific project component (as required)
- Task Work Order 4: Real Estate Services - Each project/funding Partner will be responsible for covering all costs associated with their respective Project Component.
- Task Work Order 5: Stilson Master Planning – Stilson Master Planning is NOT part of the BUILD Grant; however, including it in this contract will result in a more efficient and effective process and result since the Consultant will be planning the Stilson Transit Center, which is a component of the overall Stilson Master Plan. The Jackson Hole Mountain Resort has agreed to cover all FY2022 fees under Task Work Order 5 in their entirety. This will be agreed to under a Letter of Agreement that will be presented to the County Commission on June 21, 2021 under a separate agenda item.

Following is a table identifying all proposed fees for FY2022, as well as the fee breakout per Task Work Order and the fiscal responsibility of each Project/Funding Partner.

Task Work Order Description	Project Component	FY2022 Fee proposal	Teton County, WY 55.2%	Town of Jackson 18.2%	City of Driggs 4.9%	Teton County, ID 0%	ITD 21.7%	JHMR 0%
TWO 1: Grant Admin & Program Mgmt.	Program Wide	$1,171,912	$646,896	$213,288	$57,424	$0	$254,305	$0

	Stilson Transit Center - TC 55% TOJ 45%	$339,568	$186,763	$152,806				
	Highway 390/Beckley Signal - TC 55% TOJ 45%	$57,496	$31,623	$25,873				
	Transit Signal Prioritization - TC 55% TOJ 45%	$80,560	$44,308	$36,252				
TWO 2: Project Component Management and Partner Coordination	Bus Procurement (Commuter and Electric) - TC 55% TOJ 45%	$1,748	$961	$787				
	Wilson to Stilson Pathway	$63,844	$63,844					
	Downtown Wilson Improvements	$246,733	$246,733					
	Teton Pass Trail Segment 2	$422,738	$422,738					
	ITD Hwy 33 Baseline Rd & Turn/Pass Lanes	$234,718					$234,718	
	Old Jackson Highway Advisory Striping	$2,700				$2,700		
	Driggs Downtown Transit Center	$0			$0			
	Driggs 5th Street Park and Ride	$0			$0			

	Driggs Pathway to Airport	$8,518			$8,518			
TWO 3: Public Engagement	Program wide AND Specific Project Components	$260,348	$149,452	$49,044	$10,011	$0	$51,841	$0
TWO 4: Real Estate Services	Specific Project Components	$400,869	$333,659	$20,043	$7,079	$0	$40,087	$0
TWO 5: Stilson Master Planning	JHMR ONLY	$89,958						$89,958
FEE TOTALS		**$3,381,712**	**$2,126,977**	**$498,093**	**$83,032**	**$2,700**	**$580,951**	**$89,958**
		FEE TOTAL FY2022	**Teton County, WY**	**Town of Jackson**	**City of Driggs**	**Teton County, ID**	**ITD**	**JHMR**

Staff Impact.

To date, staff has spent the following approximate time on the BUILD grant from project inception, grant application to this LOA:

START Director	80 hours
Town Attorney	30 hours
Town Manager	8 hours
Town Community Development Director	4 hours

Going forward, staff could be expected to spend approximately 2-4hours a week or approximately 100 to 200 hours annually for the next 6-7 years as the BUILD contract with the USDOT is finalized and implementation of the project's proceeds.

Attachments or Links.

Attached Letter of Agreement (LOA) between Teton County and the Town of Jackson.

- BUILD Grant Partner Letter of Agreement for Consultant Contract
    - LOA Exhibit A – Master Scope of Services
    - LOA Exhibits B1-B4 – Four (4) FY2022 Task Work Order Scope of Services
    - LOA Exhibit C – Jorgensen Fee Estimate Transmittal Letter
    - LOA Exhibits C1-C4 – Task Work Order 1-4 individual fee sheets

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

I move to approve the Letter of Agreement with Teton County (Wyoming) dated June 10, 2021, for hire of a BUILD Grant Administrator, subject to minor changes by the Town Attorney and Town Manager.

TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
FUNDING PARTNERS' LETTER OF AGREEMENT FOR BUILD GRANT ADMINISTRATION
& PROJECT COMPONENT DESIGN AND MANAGEMENT CONSULTANT

Date: June 10, 2021

To: BUILD Transportation Grant Funding Partners

Town of Jackson, Wyoming 150 E Pearl Avenue PO Box 1687 Jackson, WY 83001	**City of Driggs, Idaho** 60 S Main St. PO Box 48 Driggs, ID 83422
Teton County, Idaho Teton County Courthouse 150 Courthouse Drive - Room 208 Driggs, ID 83422	**Idaho Transportation Department** 3311 W. State Street PO Box 7129 Boise, ID 83707-1129
Jackson Hole Mountain Resort Corporation PO Box 290 3395 Cody Lane Teton Village, WY 83025	

From: Heather Overholser,
Public Works Director
Teton County, Wyoming

RE: Funding Partners' Letter of Agreement for Consultant Services for BUILD Grant Administration & Project Component Design and Management for the Teton Mobility Corridor Improvements (TMCI) Project

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This letter outlines the commitment of the Funding Partners of the FY 2020 BUILD (Better Utilizing Investments to Leverage Development) Transportation Discretionary Grant for the Teton Mobility Corridor Improvements (TMCI) Project, to share in the cost of professional services that will be provided by Jorgensen Associates, Inc. for Grant Administration & Project Component Design and Management.

I. Background

BUILD Grant Application

In the spring of 2020, Teton County, Wyoming, in collaboration with and on behalf of its Funding Partners and Supporting Partners, submitted an application to the U.S. Department of Transportation (DOT) for a BUILD Grant.[1] The BUILD Grant application proposed the TMCI

[1] "Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2020," 85 Fed. Reg. 10, 811 (February 25, 2020).

Project, which would implement a series of multimodal improvements along the ID-33/WY-22 corridor between Driggs, Idaho and Jackson, Wyoming, connecting residents and visitors to many of the region's economic generators, including Grand Targhee Resort, City of Driggs, City of Victor, Jackson Hole Mountain Resort, and the Town of Jackson.

The TMCI Project is composed of the 13 distinct Project Components set forth in Table 1 below.

Table 1a.

TMCI - Wyoming Project Components					
Project Component	***Project Component Description***	***Lead Agency***	***Funding Partner(s)***	***Supporting Partners***	***Estimated Cost ****
Stilson Park Transit Center	Construction of transit center, access road, park 'n ride, pedestrian and bicycle interconnections, covered bike parking and traffic signal at WY-390	Town of Jackson/ START	Teton County, Wyoming & Town of Jackson/ START	Jackson Hole Mountain Resort	$8,740,000 (including JHMR land contribution)
Transit Signal Prioritization	Transit Signal Prioritization System, units for 30 buses, and 13 intersections	Town of Jackson/ START	Town of Jackson/ START & Teton County, Wyoming	WYDOT	$215,228
START Commuter Buses	Purchase of four Commuter coaches, with bike racks, serving the Teton Valley route	Town of Jackson / START	Town of Jackson/ START & Teton County, Wyoming	------	$2,521,392
START Electric Buses	Purchase of two Proterra 40 ft. all-electric buses for Stilson/Teton Village/Jackson Service	Town of Jackson / START	Town of Jackson/ START & Teton County, Wyoming	------	$1,832,198
Greater Yellowstone Trail: Wilson Active Transportation Improvements	Construction of continuous active transportation facilities along WY-22 through the community of Wilson linking regional pathways	Teton County, Wyoming	Teton County, Wyoming	WYDOT & Wilson Community	$1,900,000
Greater Yellowstone Trail: Wilson to Stilson Pathway	Construction of pathway and underpass below WY-22 linking Wilson to the planned Stilson Park Transit Center	Teton County, Wyoming	Teton County, Wyoming	WYDOT, Wilson Community, & Wyoming Pathways	$1,431,060
Greater Yellowstone Trail: Teton Pass Trail	Construct Segment 2 of shared use pathway from Trail Creek Campground to Coal Creek	Teton County, Wyoming	Teton County, Wyoming	WYDOT, Wyoming Pathways, Caribou - Targhee National Forest	$5,000,000
**** Estimated Costs per May 2020 Grant Application***					

Table 1b.

TMCI - Idaho Project Components					
Project Component	**Project Component Description**	**Lead Agency**	**Funding Partner(s)**	**Supporting Partners**	**Estimated Cost ***
Driggs, Idaho Downtown Transit Center & Park-and-Ride Phase 2	Serves START & Targhee Shuttle, Doubles capacity by adding 52 park & ride spaces and 2nd bathroom in passenger facility	City of Driggs	City of Driggs	Driggs Urban Renewal Agency, START Grand Targhee Resort	$348,708
Driggs, Idaho 5th St. Park-and-Ride	Serves Targhee Shuttle, Construct 47 spaces, Frees up additional capacity at Driggs Transit Center	City of Driggs	City of Driggs	START, Grand Targhee Resort	$574,806
Greater Yellowstone Trail: ID-33 Pathway to Airport	Construct shared use pathway extension to airport / NE Driggs	City of Driggs	City of Driggs	Driggs Airport	$324,269
Greater Yellowstone Trail: Old Jackson Highway Advisory Shoulders	Striping advisory bike lanes to connect segments of the Greater Yellowstone Trail	Teton County, Idaho	Teton County, Idaho	Teton Valley Trails & Pathways	$10,000
ID-33/ Baseline Intersection Turn Lane and Pathway Underpass	Construct turning lanes on ID-33 / Baseline Road Intersection, and replace pedestrian underpass to comply with ADA	Idaho Transportation Department	Idaho Transportation Department	City of Victor, City of Driggs, TVTAP	$1,200,000
ID- 33 Turn and Passing Lanes	Construct turn lanes at LeGrande Pierre, 2000 S., 4500 S., 6000 S., 7000 S., 8000 S., and a passing lane from mile post 151.25 - 153 .00	Idaho Transportation Department	Idaho Transportation Department	City of Driggs, City of Victor	$4,300,000
**** Estimated Costs per May 2020 Grant Application***					

Table 1c.

Total Estimated Cost for TMCI Wyoming Project Components:	$21,639,878
Total Estimated Cost for TMCI Idaho Project Components:	$6,757,783
Total Estimated Cost for TMCI Project:	**$28,397,661**

BUILD Grant - Cost Sharing and Local Match Commitment

Under the FY 2020 Appropriations Act [2] that authorized funding for the BUILD Transportation Grants program, awards generally require cost sharing. The Federal share of a project's costs cannot exceed 80%. Non-Federal sources for this "match" requirement may come from programs funded by state revenue, local funds originating from state or local revenue-funded programs, or private funds.[3]

The BUILD Grant application for the TMCI Project projected an overall estimated cost of $28,397,661 (Table 1c above) and committed to a collective local match contribution of at least 20% or more of those costs. Commitments for a local match totaling $7,031,532 (24 .76% of total estimated costs) from six local private and public Funding Partners was secured and proposed and the total BUILD Grant Request in the application was $21,366,129 (75.24% of total costs).

To secure the awarded BUILD Grant funds, the TMCI Project and all Project Components must be completed using at least the level of non-Federal match funding that was specified in the application.

BUILD Grant - Award and Funding Partners' Local Match Contributions

On or about September 16, 2020, DOT announced that the TMCI Project had been selected to receive a BUILD Grant award in the amount of $20 million.

The following table contains a list of the six TMCI Funding Partners, their match contributions as set forth in the BUILD Grant Application, and their match contributions as adjusted based on the federal award of $20 million.

Table 2.

Funding Partner	***Local Match Contribution - Grant Application (24.76% of Estimated Costs)***	***Local Match Contribution - Adjusted Post-Award (26.9% of Estimated Costs)***
Teton County, Wyoming	$2,168,782	$2,922,390.40
Town of Jackson	$411,194	$554,075.23
Jackson Hole Mountain Resort (private entity)	$3,100,000*	$3,100,000 *
City of Driggs	$249,557	$336,272.53
Idaho Transportation Department	$1,100,000	$1,482,228.00
Teton County, ID	$2,000	$2,694.96
TOTAL *ESTIMATED* LOCAL MATCH:	**$7,031,532**	**$8,397,661.12**
* Match Contribution in form of land conveyance / not included in % of Estimated Costs		

[2] Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94, December 20, 2019). The BUILD program was also funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009.

[3] While the Secretary of Transportation may increase the federal share of project costs above 80% in rural areas, the TMCI Project Grant Application submitted and selected by DOT provided that the Funding Partners would provide a local match contribution of at least 20%.

II. BUILD Grant Program - Reimbursement Eligibility, Obligation, & Requirements

Under the BUILD Grant Program, certain eligible costs spent on the TMCI Project can be reimbursed with the awarded BUILD Grant funds. Eligible costs incurred for the TMCI project will only be reimbursable if the awarded BUILD Grant funds are "Obligated" and "liquidated" within the applicable BUILD Grant Program deadlines (set forth below). To ensure reimbursement, Teton County, Wyoming as the Grant Recipient, and the TMCI Funding Partners must also comply with all BUILD Grant Program requirements.

Availability of BUILD Grant Funds for Reimbursement - Obligation of Funds Deadline

Under the FY 2020 Appropriations Act, BUILD Grant funds **are available for *obligation* only through September 30, 2022**. "Obligation" occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, including but not limited to transportation planning and environmental review requirements (i.e., NEPA). No waiver is possible for this deadline.

Unless authorized by DOT in writing, after DOT's announcement of FY 2020 BUILD Grant awards, any costs incurred prior to Obligation of funds for a project are ineligible for reimbursement with BUILD Grant funds.

Availability of BUILD Grant Funds for Reimbursement - Liquidation Deadline

All FY 2020 BUILD Grant funds **must be *expended* (the grant Obligation must be liquidated or actually paid out to the grantee) by September 30, 2027**. After this date, unliquidated BUILD Grant funds will no longer be available for the TMCI Project. No waiver is possible for this deadline.

Availability of BUILD Grant Funds for Reimbursement - Cost Estimates and Pre-Obligation Planning

Project Component costs that exceed the estimated costs set forth in the BUILD Grant Application (set forth in Table 1 above) are **not eligible** for reimbursement with BUILD Grant funds.

Project Component costs incurred prior to Obligation are **not eligible** for reimbursement with BUILD Grant funds. This includes certain pre-obligation planning costs that will be incurred due exclusively to BUILD Grant Program requirements, such as environmental review under NEPA.

BUILD Grant Funding - Federal Administrative and National Policy Requirements for Awards

Awarded funds, as well as matching funds, are both subject to Federal administrative and national policy requirements. These administrative and national policy requirements include but are not limited to:

- Recipients of grant funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

- All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in C.F.R. part 200, as adopted by DOT at 2 C.F.R. part 1201.

- Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects.

- NEPA applies to all projects.

- Applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive BUILD Transportation grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs.

- For BUILD Transportation projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply.

- BUILD Transportation grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

- The General Terms and Conditions established for BUILD 2020 Grants apply: https://www.transportation.gov/policy-initiatives/raise/grant-agreements

- Applicants selected for BUILD Transportation grant funding must submit progress reports on Grant financial activities to monitor project progress and ensure accountability and financial transparency in the BUILD Transportation Grant program.

- Applicants selected for BUILD Transportation grant funding have System Performance Reporting requirements and must collect and report information on the project's performance as well as post-implementation outcomes.

Additionally, all projects must have met all applicable Federal requirements prior to incurring expenses. Recipients of BUILD Grant funding assume all risk and are responsible for ensuring that all applicable Federal program and grant requirements are met to retain their eligibility for funds. For instance, incurring certain project costs prior to NEPA completion, for any Project Component, may render an entire Project ineligible for Federal assistance. FTA strongly encourages those awarded BUILD Grants to ensure they are complying with the appropriate environmental review requirements and all applicable Federal conditions and requirements before incurring expenses, to ensure future reimbursement.

Direct-Recipient of BUILD Grant Funds

The Federal Transit Administration (FTA) acts as the administering agency for BUILD projects involving public transportation such as the TMCI Project.

Teton County will serve as the Direct-Recipient of the BUILD Grant Funds unless another state or federal agency is designated as such with the agreement of FTA.

III. BUILD Grant - Consultant Contract

Technical expertise is required to ensure selected applicants of BUILD Grants successfully complete their projects according to the requirements throughout the development and implementation process. A consultant is critical to, among other things, coordinate and oversee the activities of the TMCI Funding Partners; develop the required Cost-Share Certifications, budgets and schedules; deliver execution of the necessary BUILD Grant Agreements to Obligate the available grant funds within the applicable deadline; ensure compliance with the Federal and local regulatory schemes; prepare the required financial, performance, and post-implementation outcome reports; and manage the planning, design, public engagement, NEPA/environmental reviews, and construction of the Components all within the requisite timelines to ensure the available BUILD Grant funding is obligated and secured.

Teton County, Wyoming, as the Applicant and Lead Agency for the BUILD Grant and the TMCI Project, issued a Request for Proposals for Professional Services for BUILD Grant Administration & Project Design and Management. Jorgensen Associates, Inc. and their team of Sub-Consultants (Consultant) were selected through a qualifications-based selection process. Teton County, Wyoming will contract with the Consultant on behalf of all TMCI Project Funding Partners.

Consultant Contract: Scope of Work

Funding Partners give authority to Teton County, Wyoming to negotiate and enter into a contract with Consultant on their behalf for professional services for BUILD Grant Administration & Project Component Design and Management ("Master Agreement") as well as all Task Work Order Agreements as detailed below.

The Master Agreement will require that Consultant provide all services necessary for BUILD Grant Administration & Project Component Design and Management, including but not limited to, those services listed in the Master Scope of Services attached to the Master Agreement**,** which is attached as **Exhibit A.**

The Master Agreement will stipulate that more specific aspects of the professional services to be provided for BUILD Grant Administration & Project Component Design and Management will be set forth in a series of Task Work Orders (TWOs) that will be added based on the needs of the BUILD Grant and TMCI Project as it develops. Each TWO and any amendments will outline the scope of work required and provide a budget and key deadlines, which will be developed by Consultant, Teton County, Wyoming and the applicable Funding Partner(s). Each TWO will be executed under a separate Task Work Order Agreement between Consultant and Teton County, Wyoming. There will initially be four (4) TWOs, which are attached as **Exhibit B1 – B4.**

TWO #1:	BUILD Grant Administration and Program Management
TWO #2:	TMCI Project Component Management and Liaison Coordination
TWO #3:	BUILD Grant/TMCI Public Engagement
TWO #4:	BUILD Grant/TMCI Real Estate Services

It is anticipated that TWOs necessary for Teton County's FY 2022 services will be for an initial term that runs from July 1, 2021 until June 30, 2022 - to coincide with the end of the Teton County, Wyoming fiscal year. All TWOs will expire on June 30th of each year, unless extended by amendment for another fiscal year. TWOs that need to be extended through the next fiscal year may also be amended in scope or fee as necessary and appropriate. TWO Amendments will be executed to be effective on July 1st of the respective year. New TWOs shall be executed to be effective as services are needed or on July 1st of the fiscal year during which those services will be required.

Funding Partners will communicate directly with Consultant and provide timely direction on the TMCI Project Component for which they are the Funding Partner/Lead Agency. Each Project Component and Funding Partner will be assigned a specific Job Captain/Project Manager by Consultant with whom they will coordinate on the scope of work, expected deliverables, assigned resources, and public engagement for the Project Component and overall BUILD Grant/TMCI Project.

Consultant Contract: Fees and Costs Generally

Consultant will be compensated on a time and materials basis at a cost not to exceed fee specified in each TWO. All rates for professional services of the Consultant have been negotiated and agreed to by Consultant and Teton County with input from the Funding Partners.

Funding Partners understand and acknowledge that there are unknowns on the full level of effort that will be required for Consultant's professional services. A preliminary budget for FY 2022 that includes TWO #1 – TWO #4, however, is attached as **Exhibit C and Exhibits C1 - C4.**

Funding Partners understand and acknowledge that some, but not all, of the fees and costs of the Consultant over the course of the TMCI Project may be reimbursable with BUILD Grant funds.

Funding Partners understand and acknowledge that all fees and costs of the Consultant incurred prior to Obligation (when a Grant Agreement is signed with FTA) are not eligible for reimbursement with BUILD Grant funds and will be the responsibility of the Funding Partners. After Obligation, reimbursement with BUILD Grant funds for eligible fees and costs incurred will be sought from FTA by Teton County / Consultant to the maximum extent allowable under the BUILD Grant Program.

Funding Partners understand and acknowledge that local match amounts pledged to the TMCI Project are not eligible for BUILD Grant reimbursement.

Funding Partners understand and acknowledge that some fees and costs for the professional services of Consultant will be incurred for the entire duration of the BUILD Grant/TMCI Project regardless of when construction of a particular Project Component has been completed. This includes but is not limited to, all costs and fees incurred for general administration of the BUILD Grant, program-wide public engagement, and for satisfying outcome monitoring and reporting requirements of the BUILD Grant Program.

Funding Partners will reimburse Teton County, Wyoming for:

- All fees and costs of Consultant for professional services associated with the specific TMCI Project Component(s) for which they are the responsible Funding Partner/Lead Agency; and
- A percentage of the fees and costs of Consultant for administering and managing the BUILD Grant itself and for program-wide services necessary for the TMCI Project.

Funding Partners will be provided an opportunity to review all Consultant statements prior to Teton County remitting payment to the Consultant on Funding Partners behalf.

Consultant Contract: Fees and Costs Collectively Shared by Funding Partners

Fees and costs that will be shared collectively by the Funding Partners, as outlined in the Scope of Services for each TWO and Exhibit C, will include:

- All professional services to be provided under:
    - TWO #1: Grant Administration and Program Management*
      *The costs of these services are not eligible for BUILD Grant funding and will be the exclusive the responsibility of the Funding Partners' collectively.

- Some professional services to be provided under:
    - TWO #2: Project Component Management and Liaison Coordination
    - TWO #3: Public Engagement
    - TWO #4: Real Estate Services

- Future TWOs as outlined in the Scope of Services for each

The costs of some of these services may be eligible for BUILD Grant funding but only those incurred after Obligation, and which meet all other requirements of the BUILD Grant Program.

Funding Partners will be financially responsible for shared fees and costs of Consultant, as described above, based on a percentage of their Project Component(s) share of the total TMCI Project estimated cost – as set forth in Table 3 below (column 4). This percentage shall remain the same for the duration of the TMCI Project unless otherwise agreed to by the Funding Partners in writing.

Table 3.

Funding Partner	**$ Amount Project Component(s) Estimated Costs** (excluding land)	**$ Amount Local Match Contribution**	**% of Total TMCI Project Estimated Costs** (excluding land)
Teton County, Wyoming	13,945,910.12	2,922,390.40	**55.2%**
Town of Jackson	4,593,968.28	554,075.23	**18.2%**
City of Driggs	1,247,783.00	336,272.53	**4.9%**
Teton County, Idaho	10,000.00	2,694.96	**0.0%**
ITD	5,500,000.00	1,482,228.00	**21.7%**
JHMR	-	3,100,000.00	*
Total $ Amount TMCI Project Estimated Costs: (excluding land)	**$25,297,661.40**	8,397,661.12 <3,100,000.00> $5,297,661.12	Total $ Amount Local Match (excluding land)
* JHMR's contribution to the local match of the TMCI Project is the donation of land valued at $3.1 million (per a 2020 appraisal) on which the Stilson Park Transit Center Project Component will be built.			

Funding Partners agree to reimburse Teton County for these shared fees and costs as outlined below under *Consultant Contract: Payment and Reimbursement Procedures*.

Consultant Contract: Fees and Costs Borne Solely by Individual Funding Partners

Funding Partners are solely responsible for professional services provided by Consultant for specific TMCI Project Components for which they serve as the Funding Partner/ Lead Agency.

- *Project Component Specific Fees Not Eligible for Reimbursement with BUILD Grant Funds*

  Fees and costs incurred prior to obligation of BUILD Grant funding from FTA for specific Project Component planning work, including but not limited to, preliminary design, cost estimating, and NEPA clearance (under TWO #2) and Real Estate Services/ROW Acquisition (under TWO #4) are not eligible for reimbursement with BUILD Grant funds and are solely the responsibility of each Funding Partner. These planning activities must be completed before BUILD Grant funds can be obligated and secured for the TMCI Project.

- *Project Component Specific Fees Eligible for Reimbursement with BUILD Grant funds*

  Most but not all fees and costs incurred after the date of Obligation of BUILD Grant funds for specific Project Component engineering, design and construction administration/management (under TWO #2) and public engagement (under TWO #3) are eligible for reimbursement with BUILD Grant funds. If costs are eligible for reimbursement, all BUILD Grant requirements must also be complied with to the satisfaction of the FTA/DOT to ensure BUILD Grant funding.

For BUILD Grant -eligible Consultant expenditures, Funding Partners will work with Teton County and Consultant to timely provide all information necessary for submittal to FTA to secure reimbursement with BUILD Grant funds.

Once Teton County receives payment from FTA of the amount determined to be reimbursable with BUILD Grant funds, Teton County will remit those payments to Funding Partners.

Teton County will invoice the applicable Funding Partner/Lead Agency for those Project Component-specific expenses that are either not eligible for reimbursement with BUILD Grant funds or are part of the Funding Partner / Lead Agency's local match contribution.

All Funding Partners agree to reimburse Teton County for these costs and fees as outlined below under *Consultant Contract: Payment and Reimbursement Procedures*.

Consultant Contract: Payment and Reimbursement Procedures

Consultant will provide Teton County, Wyoming and Funding Partners with monthly itemized statements for which Teton County will submit payment to Consultant.

Funding Partners will have ten (10) days from date of Consultant's itemized statement to review the statement and raise any objections. Objections must be provided in writing and detail the objection with particularity and must be directed to:

Heather Overholser
Public Works Director
Teton County, Wyoming
hoverholser@tetoncountywy.gov

COPY: Alyssa Watkins, Administrator
Teton County Board of
County Commissioners
Teton County, Wyoming
awatkins@tetoncountywy.gov

After fourteen (14) days without written objection following the date of Consultant's itemized statement, Teton County, Wyoming will pay Consultant on behalf of Funding Partners.

Teton County, Wyoming will invoice each Funding Partner for its share of Consultant's itemized statement.

Funding Partners shall reimburse Teton County, Wyoming for sums Teton County paid Consultant on each Funding Partner's behalf within fourteen (14) days of Teton County's invoice date.

Miscellaneous

This Letter of Agreement will operate until such time as the BUILD Grant and TMCI Project is formally closed out, including all post-implementation outcome reporting obligations.

The Funding Partners all acknowledge and agree that timely, appropriate, and substantive communication and coordination with Consultant and with each other is critical to securing the BUILD Grant funds that have been awarded and ensuring the overall success of the TMCI Project. The Funding Partners acknowledge and agree to work in good faith with Teton County, Wyoming, Consultant, and each other to resolve any disputes in a timely and efficient fashion.

This Letter of Agreement serves as an affirmation that each Funding Partner will contribute toward the costs of the Consultant and will cooperate with Consultant and each other as set forth above.

SIGNATURES OF FUNDING PARTNERS APPEAR ON FOLLOWING 6 PAGES

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Teton County, Wyoming** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Town of Jackson** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Idaho Transportation Department** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **City of Driggs, Idaho** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Jackson Hole Mountain Resort Corporation** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Teton County, Idaho** will pay consistent with the terms outlined above in this letter.

Dated _____

_____
Signature

_____
Print Name

_____
Title

ATTEST:

Dated _____

_____
Signature

_____
Print Name

_____
Title

EXHIBIT A
Funding Partners' Agreement RE: BUILD Consultant

Master Scope of Services

Teton Mobility Corridor Improvements (TMCI) Project
Build Grant Administration & Project Component Design and Management
Jorgensen Associates, Inc. and Teton County, Wyoming

I. Purpose

Teton County, Wyoming requires the support of a General Consultant for a wide range of engineering, architectural, environmental, multi-modal transportation, transit, professional surveying and mapping, geotechnical investigation, public engagement, technical, management, Real Estate Services including Right-of-Way acquisition, and administrative services to assist Teton County in bringing to completion all project components within the Teton Mobility Corridor Improvements FY2020 BUILD Transportation Discretionary Grant, herein described as "BUILD Grant", while adhering to all BUILD Grant requirements.

The General Consultant shall function as an extension of Teton County resources by providing qualified technical and professional personnel to perform to Teton County and US Department of Transportation standards and procedures.
.
Teton County Rules & Regulations, 2-2-2- Procurement of Goods and Services, authorizes Teton County to enter into this agreement.

Services for the subject contract will be authorized as task assignments. The funding source for services will be Teton County, Wyoming.

II. Definition of Potential Consultant Tasks

A. General Project Management Role

1. Provide Project coordination, scheduling review and development, and guidance to accomplish strategic project goals and objectives.

2. Provide qualified personnel for the duration of the contract period to assist Teton County in the technical assessment, schedule evaluation, and administrative functions required for the execution and management of the multiple project components and other such duties as requested by Teton County.

3. Maintain the availability of a group of recognized experts in engineering, architectural, environmental, multi-modal transportation, transit professional surveying and mapping, geotechnical investigation, public engagement, technical, management, Real Estate Services and Right-of-Way acquisition, BUILD Grant administrative services, and other technical disciplines relevant to the TMCI project implementation and/or project management of multiple projects and provide the services of these experts as required for recommendations, expert analyses, and review. Further areas of expertise and project staffing include Program and individual Project Management, Planning through Construction Management (CM), Project Development, Design, Transit Support, Technical and Administrative

Support to Agency Self-Performing Individual Project Teams, Public Engagement, Survey, Right of Way Mapping, Title Clearing, Local Agreements, Project Delivery support, Construction Scope and/ or RFP Development, and Constructability Input.

4. Furnish efficient business administration for the Program employing experienced qualified and capable personnel as necessary to carry out Program and Project Management responsibilities. Provide estimating, scheduling, project management, administration, accounting, financial reporting, BUILD Grant required reporting, BUILD Grant reimbursement processing, and related services as required to coordinate the work consistent with Project goals and objectives for cost- effectiveness, timeliness, and quality of overall Project and services and to the BUILD Grant and Teton County administrative requirements.

5. Provide administrative assistance to Teton County with any and all disputes.

6. Perform inter-agency and inter-state coordination amongst all projects, including individual and / or overall project-wide management and progress meetings and administration.

7. Provide all technical staff necessary to deliver individual project components from concept to final construction acceptance. This includes but is not limited to all management, planning, survey, geotechnical investigation, preliminary and final design, environmental (NEPA) clearance, cost estimating, specification development, construction document preparation and construction letting assistance.

8. Provide full construction management services from pre-bid activities through final project acceptance to include materials testing, inspection, specification interpretation, construction contract change order management, technical and policy support, quantity and pay estimate tracking, schedule and budget management, and coordination with adjacent projects and stakeholder agencies.

9. Provide Master Planning services for Teton County or other public and private entities.

III. Responsibilities of Teton County

A. Teton County shall provide a Project Manager who shall be responsible for all coordination with the Consultant pertaining to all contractual matters, invoicing, and reporting. The Teton County Project Manager shall be responsible for coordinating with the Consultant Project Manager to define the specific work to be performed and the schedule for completion of each task, the Consultant staffing to be provided, and the cost. The Teton County Project Manager shall be responsible for approval of any additional staffing classifications to be provided.

B. Teton County must approve, prior to the initiation of any tasks described in this exhibit, a specific Task Work Order defining the work to be accomplished and the total reimbursement due the Consultant.

C. Teton County shall furnish, without charge, the following services, and data to the Consultant for the performance of the requested services:

1. All criteria and full information as to Teton County's requirements for the Consultant's services including objectives, constraints, budgetary limitations, and time restraints.
2. All Teton County, Wyoming, Teton County, Idaho, Town of Jackson, City of Driggs, Idaho Transportation Department (ITD) rules, policies, procedures, standards, and other information applicable to the services.
3. All drawings, specifications, schedules, reports, and other information prepared by and/or for Teton County by others which are available to Teton County and which Teton County considers pertinent to the Consultant's responsibilities described herein.
4. Computer access (mainframe or other program portals) if needed by Consultant staff to perform assigned tasks. Specific computer access requirements will be specified in each individual Task Work Order.

IV. Responsibilities of the Consultant

A. The Consultant shall provide an overall Project Manager, acceptable to Teton County, who will be the primary point of contact with Teton County for the scope, schedule, manpower coordination and completion of all Task Work Orders. The Consultant Project Manager shall meet with Teton County staff on a regular basis as requested by the Teton County Project Manager and shall provide progress reports in a mutually agreeable format. These progress reports shall be the basis for evaluation and processing of invoices for payment, unless otherwise stated in the Task Work Order.

B. The Consultant shall provide and maintain an up-to-date list of staff with agreed-to classifications and approved rates that would be available to be assigned to specific Task Work Orders. No consultant staff classifications, except those specifically identified in a Task Work Order or those specifically agreed to by the Teton County Project Manager, shall charge time to that particular Task Work Order.

C. Consultant must request approval from the Teton County Project Manager for any modifications or additions to the list of available staff classifications prior to the initiation of any work by that individual classification. If applicable, new job classifications may be added to the contract via contract amendment. Consultant shall submit a copy of the resume and proposed rate when staff classifications are added.

D. The Consultant shall provide sufficient staff, either the specific staff person requested or acceptable staff at defined levels of expertise as agreed to by the Teton County Project Manager, in a timely manner to complete all assigned work. If, at any time, the Teton County Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the Consultant Project Manager shall coordinate with the Teton County Project Manager to ensure adequate staff with the proper level of expertise is made available to ensure the timely completion of the work.

E. The Consultant shall provide all agreed to services, products and documentation within the required time schedule as defined in the individual Task Work Order.

F. The Consultant shall provide monthly invoices for work performed within 15 days of the end of the month for work performed during the preceding month, unless specifically agreed to by the Teton County Project Manager.

G. The Consultant shall ensure that all documents and support forms have been prepared on software approved by the Teton County Project Manager and stored in an industry standard document controls program or secure server. A sequential naming convention should be applied to the files and documentation provided to Teton County. Any specific project documentation requirements will be specified in the respective Task Work Orders.

H. The Consultant shall ensure that all documents and support forms have been prepared on software approved by the Department's Project Manager and stored as specifically agreed to in an individual Task Work Order. A sequential naming convention should be applied to the files and documentation provided to the Department. Specific project documentation requirements will be specified in the respective Task Work Orders.

I. The Consultant will prepare art renderings, videos and, as needed, three-dimensional site models. All such presentation formats and supporting software tools and 3-D printing devices shall be pre-approved by Teton County for use with the deliverables for each specific assignment.

J. The Consultant will maintain and provide upkeep to a Teton County hosted website with routine content, messaging, photographs, graphics, and project information updates, including interactive Esri and GIS story mapping as requested.

K. There is no guarantee that any of the services referenced herein will be assigned during the term of this agreement. Further, the Consultant is providing these services on a non-exclusive basis. The Department may at its option elect to have any of the services set forth in this Agreement performed by Consultants under other Departmental contracts, or by Teton County, Wyoming, the Town of Jackson, Wyoming, Teton County, Idaho, City of Driggs, or ITD staff. The Consultant's work performance on this contract will be evaluated on a minimum quarterly basis. Poor performance may adversely impact assignment of future tasks against this contract.

A. The finalized BUILD Grant Agreement will have established performance measures and outcomes for the obligation and delivery of the TMCI projects. The Consultant shall monitor progress and schedule to ensure compliance with related deadlines and update the Teton County Project Manager routinely.

V. Conflict of Interest

The Prime Consultant or any affiliate is not eligible to pursue advertised work in the Consultant's area of oversight or any project within this Corridor, unless expressly requested and approved by Teton County with adequate determination of no conflicts of interest.

VI. Personnel Qualifications

The Consultant shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The Consultant is responsible for ensuring that staff assigned to work under this Agreement has the training and experience as a prerequisite for consultant staff to perform work.

VII. Subconsultant Services

Services assigned to any subconsultants must be approved in writing and in advance by the Teton County Project Manager in accordance with this Agreement and per the executed Task Work Agreement. All subconsultants must be technically qualified to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific Task Work Order assignments. Any subconsultant to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the Teton County Project Manager and approved via a Task Work Amendment prior to working on this contract.

VIII. Consultant Not Employee or Agent

The Consultant and its employees, agents, representatives, or subconsultants/ subcontractors are not employees of Teton County and are not entitled to the benefits of Teton County. Except to the extent expressly authorized herein, Consultant and its employees, agents, representatives, or subconsultants/subcontractors are not agents of Teton County for any purpose or authority such as to bind or represent the interests thereof and shall not represent that it is an agent or that it is acting on the behalf of the Teton County. Teton County shall not be bound by any unauthorized acts or conduct of Consultant.

IX. Ownership of Works and Inventions

Teton County shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Agreement, with no rights of ownership in Consultant or any subconsultants/subcontractors. Consultant and subconsultants/subcontractors shall fully and promptly disclose to Teton County all intellectual property conceived, created, or furnished under this Agreement. Consultant or subconsultant/subcontractor hereby assigns to Teton County the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by Consultant and subconsultants/subcontractors to Teton County of the copyright in any intellectual property created, published, or furnished to Teton County under this Agreement, including all rights thereunder in perpetuity. Consultant and subconsultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. Consultant and subconsultants/subcontractors agree to execute and deliver all necessary documents requested by Teton County to establish the assignment of intellectual property to Teton County or the registration or confirmation of Teton County's rights in or to

intellectual property under the terms of this Agreement. Consultant agrees to include this provision in all its subcontracts under this Agreement.

X. Provisions of Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by Teton County, Wyoming, the Town of Jackson, Wyoming, Teton County, Idaho, The City of Driggs, the Wyoming Department of Transportation, and the Idaho Transportation Department (ITD), the US Department of Transportation, and the Federal Transit Administration which include, but are not limited to, publications such as:

- Americans With Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Highway Capacity Manual
- Manual on Uniform Traffic Studies
- Manual of Uniform Traffic Control Devices
- Teton County Land Development Regulations and others as identified online at http://www.tetonwyo.org/560/Building-Division
- WYDOT criteria as identified online at http://www.dot.state.wy.us/home/engineering_technical_programs/manuals_publications.html
- Town of Jackson criteria as identified online at https://www.jacksonwy.gov/325/Permits-Applications
- ITD criteria as identified online at https://apps.itd.idaho.gov/apps/manuals/manualsonline.html

EXHIBIT B1
Funding Partners' Agreement RE: BUILD Consultant

ATTACHMENT "A" TO
TASK WORK ORDER AGREEMENT:
SCOPE OF SERVICES FOR
TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
BUILD GRANT ADMINISTRATION & PROJECT COMPONENT DESIGN AND MANAGEMENT

Contract No. XXXXX

TASK WORK ORDER NO. 1

BUILD GRANT ADMINISTRATION & PROGRAM MANAGEMENT

1.0 DESCRIPTION OF SERVICES

Jorgensen Associates, Inc.(Jorgensen), providing professional services for Teton County, Wyoming, will act as an extension of Teton County, Wyoming and provide administration, management, and technical support to administer multiple stages and administrative phases of the BUILD Grant and the TMCI Project that involves thirteen (13) different projects (Project Components). Services include any and all services included in the above referenced contract. This Task Work Order consists of continuing program activities from the Master Agreement Scope of Services, specifically providing management services, BUILD Grant procedural administration, and program controls. Section 2 below outlines many of these tasks.

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed under this Phase may include, but not limited to, the following:

1. Provide program management and coordination to all program areas
2. Provide document management, storage and project controls for all program areas
3. Develop, maintain, implement, and update a Project Management (PMP) along with all respective subsections of the PMP
4. Develop, maintain, update, and evaluate project and program level schedules
5. Perform and maintain program estimating, budgeting and cost analyses
6. Conduct business administration, accounting, and financial reporting
7. Provide all BUILD Grant required administrative services, to include agreement development, reporting, and reimbursement coordination and processing
8. Provide recognized experts to provide services in the functional areas of Right-of-Way, utility coordination and planning, engineering analysis, traffic analysis, design, environmental, architecture, GIS, survey & mapping, geotechnical services, multimodal transportation, planning, transit planning and implementation, BUILD Grant administration, and any technical service as required
9. Develop and/or attend any and all coordination meetings with consultants, Teton County staff, local and state agencies, federal BUILD Grant partner agencies, the Federal Transit Administration (FTA), the Wyoming Department of Transportation (WYDOT) and others as directed by Teton County

3.0 SERVICES TO BE PROVIDED BY TETON COUNTY

The following services shall be provided by Teton County:

- Provide program and project level guidance and decisions
- Provide a central point of authority for assignment of services
- Conduct or direct the frequency of program/project status meetings
- Provide all past and current BUILD administration agreement application documentation with agreed upon program commitments
- Transmit all owner / Grant recipient required documentation such as agreed upon BUILD Grant routine reports and reimbursement requests

4.0 LENGTH OF SERVICES

The length of services shall be the dates on the Task Work Order issued by the Procurement Services Manager

5.0 ESTIMATE OF SERVICES

For details of the estimated costs to perform the anticipated and required BUILD Administrative Management Services, see Attachment “B”. All classifications and consultants listed in the contract are eligible to work on this Task Work Order.

EXHIBIT B2
Funding Partners' Agreement RE: BUILD Consultant

ATTACHMENT "A" TO
TASK WORK ORDER AGREEMENT:
SCOPE OF SERVICES FOR
TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
BUILD GRANT ADMINISTRATION & PROJECT COMPONENT DESIGN AND MANAGEMENT

Contract No. XXXXX

TASK WORK ORDER NO. 2

TMCI PROJECT COMPONENT MANAGEMENT AND LIASION COORDINATION

1.0 DESCRIPTION OF SERVICES

Jorgensen Associates, Inc. (Jorgensen), providing professional services for Teton County, Wyoming, will act as an extension of Teton County, Wyoming and provide administration, management and technical support to administer multiple stages and administrative phases of the BUILD Grant and the TMCI Project that involves thirteen different projects (Project Components). Services include any and all services included in the above referenced contract. This Task Work Order consists of continuing program activities from the Master Agreement Scope of Services, specifically researching existing information, generating a database of current available project specific information, providing technical member coordination with the Federal Transit Administration (FTA), Wyoming Department of Transportation (WYDOT), and all agencies as required for effective BUILD Grant administration, and providing technical and management resources tailored to meet the needs of the thirteen (13) individual project components of the TMCI Project, while also providing for stakeholder specific communication and development of agreements and permits to meet project and program goals. Section 2 below outlines many of these tasks.

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed under this Phase may include, but not limited to, the following:

1. Review all thirteen (13) Grant application project components for federally required compliance activities to date, specifically to determine the applicability and compliance with the National Environmental Policy Act (NEPA) and federal Right-of-Way acquisition requirements
2. Initiate communication with, and gather concurrence from Federal Transit Administration (FTA) or their designated representative (as the responsible federal agency requiring implementation and compliance with NEPA regulations and procedures as outlined by the Council on Environmental Quality) on the proposed NEPA class of action analysis required for each project

3. Coordinate with the FTA to determine funding eligibility, early authorizations, commitments, schedule of events necessary prior to obligation, and finalize Grant Agreements and assist in all technical, reporting, and reimbursement requirements requested by the Grantee of Record
4. Research and compile the current cost estimates, analyses and assumptions for each of the thirteen (13) project components
5. Research and compile all thirteen (13) project component active contracts, past contracts, master plans, maps, construction drawings, reports, schedules, past meeting minutes and project decision-making documentation
6. Develop and/or attend any and all coordination meetings with consultants, Teton County staff, partner agencies, local governments, and others as directed by Teton County
7. Provide ongoing project management for services including, but not limited to planning, cost estimating, design, technical guidance, survey, geotechnical services, environmental services, and administrative services for each specific respective individual project as needed
8. Facilitate communication and negotiations between Teton County and stakeholders, funding partners, and federal agencies to develop and obtain approval of Memorandums of Agreement (MOA's), land transfer agreements, BUILD Grant Agreements, and others as needed
9. Provide qualified experts to facilitate routine individual and group communication between all TMCI partner agencies, regulatory agencies, and stakeholders
10. Develop and update documentation, reports, and analyses
11. Plan, design, permit, and provide construction management, at a minimum, for the technical scope elements described
12. **Coordinate with each agency / partner on project specific scope needs routinely and adjust resources and needs in coordination with agency/ partner direction for the following projects:**

    a. **<u>Stilson Transit Center</u>**
        i. This effort builds on the past site planning/design work, using the previous 'Option 2' transit center site configuration as a basis. The team will provide conceptual site planning to finalize the location, configuration, and impact footprint of a new transit center (plus associated ~400 stall park and ride lot and circulation roads). The overall goal of this effort is to define the final impact footprint of the transit center and complete the NEPA process. This effort assumes a 10 to 12 month schedule.
        ii. Development of the conceptual site plan includes the following tasks and assumptions:
            1. One (1) project team kickoff meeting (core team members TBD).
            2. Project management and team coordination activities. This includes up to 20 (typically bi-weekly) project management team meetings, monthly invoicing, and schedule development/maintenance.

3. Public engagement will be performed to support this effort; however, the budget and scope for the core public engagement tasks are not included under this Stilson Transit Center Task Work Order (TWO) #2. Public engagement to support the Stilson Transit Center (and other efforts) is included separately under TWO #3.
4. Budget and scope are included under this task to provide technical support (with limited staff) for the public engagement effort conducted through TWO #3. This includes support of the public events/activities and meetings by select technical staff – within the allocated budget.
5. Coordination with federal and local agencies including the Federal Transit Administration (FTA), Wyoming Department of Transportation (WYDOT), and select key agency stakeholders – within the allocated budget.
6. Finalize the location, configuration, and impact footprint of the transit center location/conceptual transit operations. This includes:
    a. Three (3) agency/partner meetings/workshops (JHMR, County, WYDOT, City, etc. - TBD) to review the past planning, previous site layout/operations, and finalize any changes. Each meeting/workshop will be facilitated and addressed a specific topic/decision point – ultimately advancing to the final site configuration.
    b. Review and confirmation of supporting buildings and transit facilities supporting passengers and maintenance (waiting areas, storage, ticketing, etc.). Architectural designs are not assumed as part of this effort, simply sufficient input from the project architects to inform finalization of the site.
    c. Confirmation (and adjustments as needed) of the conceptual transit operations in relation to the conceptual site design/configuration.
    d. One (1) final (conceptual) site plan (plan view) sufficient to identify a reasonable footprint area of disturbance/impact to conduct NEPA. This is anticipated to be a plan view design, not three-dimensional. This plan will serve as a basis for the future design (30% through final design) conducted under a separate TWO. The impact footprint will be provided in a GIS shape format to the environmental team.
    e. Conceptual cost estimates (and assumptions memorandum) will be developed for the final (conceptual) site plan/configuration.

f. One (1) visual simulation will be developed to graphically convey the final (conceptual) site plan/configuration for the transit center.
g. Summary memorandum documenting the finalization of the final (conceptual) site plan/configuration, cost estimating, and engagement.
h. All site plan products assume two (2) cycles of client review.

iii. Right-of-way/property transfer and conservation easement support will be performed to support this effort; however, the budget and scope for the core property transfer related tasks are not included under this Stilson Transit Center TWO#2. Real Estate related tasks to support the Stilson Transit Center are included separately under TWO #4.
iv. Conduct and complete an environmental (NEPA) review and obtain an approved NEPA class of action document (clearance). This scope/budget assumes a level of effort to complete a categorical exclusion (CE).
v. It is assumed that all proposed meeting will be a mix of virtual and in-person, as determined with the team (and where most efficient).
vi. It is assumed that the determination of the intersection configuration and signalization (as warranted) at Hwy 22 and at Hwy 390 will be determined separately from this scope of work.

b. Hwy 390 / Beckley Parkway Traffic Signal (Integrated with Transit Signal Prioritization)

i. The limited nature of this scope of work was developed in conjunction with the stakeholders including WYDOT and is based on feedback given during the June 1st scope review meeting and includes the following elements to secure environmental (NEPA) clearance:
    1. One traffic signal warrant analysis will be conducted and based on the geometric and operational assumption that the intersection is a fully signalized intersection at Highway 390 and Beckley Parkway
    2. Coordinate with WYDOT and conduct a Traffic Impact Study utilizing the WYDOT Access Manual criteria as a guide and develop a report with the preferred alternative for WYDOT approval. The basis of the assumption is only for a signalized intersection
    3. It is assumed that the turn movement counts for this intersection will be pulled from the Cambridge Systematic Transmodeler model for this analysis
    4. Prepare a conceptual layout (concept) and generate a cost estimate
    5. Secure an approved NEPA class of action document
    6. It is assumed that no design will be developed during this phase of the project, and that the analysis will only be

conducted to reach NEPA clearance, if the traffic signal warrants are met at this location

c. **Transit Signal Prioritization (TSP) at Existing Signals**
    i. This scope of work was developed in conjunction with the stakeholders including WYDOT based on feedback given during the June 1st scope review meeting
    ii. Develop a concept of operations report which will address operations at a high level, this does not include modeling of specific intersections
    iii. It is assumed that data previously developed by Cambridge Systematics will provide the necessary turn movements for any high-level analysis
    iv. Provide support for procurement for signal cabinet hardware/ software installation as well as transit vehicle on-board unit installation or V2I (Vehicle to Infrastructure) communication set-up assistance
    v. No new data collection will be done as part of this effort. Existing data from the Cambridge Systematic model and previous counts will be used to assess the overall impacts of TSP on the network
    vi. No new modeling will be conducted as part of this task, the hours for modeling associated with this task are for pulling the necessary information out of the existing model
    vii. No design plans will be developed as part of this task. The con-ops will provide a general description of the type of TSP to be utilized and the associated components as part of the document
    viii. The scope items for determination of the type of detection system needed are covered under the WYDOT and Vendor coordination tasks
    ix. Coordination efforts are anticipated to be approximately 9 months for this scope of work

d. **Wilson Downtown WY-22 Improvements**
    i. Validate initial layouts developed by others and develop refined concept designs for review, public engagement, environmental (NEPA) clearance, Right-of-Way easement acquisition, and cost estimating
    ii. Conduct and complete an environmental (NEPA) clearance review and obtain an approved NEPA class of action document
    iii. Coordinate traffic control plans and necessary future permits with WYDOT and Teton County
    iv. Conduct public workshops and public engagement activities as necessary
    v. Conduct survey and geotechnical investigation services for the corridor and develop all reports necessary for concept and plans development

vi. Prepare concept plans that include at a minimum the alignment with Right-of-Way linework, cross sections, typical section, drainage, earthwork, and structural concept designs
vii. Develop cost estimates and refine concepts as needed based on Teton County direction
viii. Produce up to 30% level design plans if directed by Teton County
ix. Develop required legal descriptions, documents, and technical expertise to assist in Right-of-Way and/or easement acquisitions

e. Hwy 22 Wilson to Stilson (Snake River) Pathway

i. Validate cost estimates and previous design plan synchronization with WYDOT projects and the Stilson Transit Center
ii. Develop required surveys, legal descriptions and others documents and technical expertise to assist in Right-of-Way and/or easement acquisitions
iii. Provide environmental clearance (NEPA) assistance to the existing environmental consultant to document, manage resources and coordinate with WYDOT and the FTA to secure an approved NEPA class of action document

f. Teton Pass Trail

i. Coordinate with the US Forest Service (USFS), the FTA, Federal Highway Administration (FHWA), WYDOT, or designated representatives on project requirements and confirm the proposed environmental NEPA evaluation approach and class of action
ii. Conduct all field research and obtain an approved NEPA class of action document
iii. Develop concepts and preliminary designs for review and cost estimating, inclusive of retaining walls, pathways, crossings, and ADA accessible features
iv. Conduct public workshops and public engagement activities as necessary
v. Conduct survey and geotechnical investigation services for the corridor and develop all reports necessary for concept and plans development
vi. Coordinate with WYDOT, Teton County, and applicable agencies to obtain necessary project permit approvals
vii. Develop cost estimates and refine concepts as needed based on Teton County direction
viii. Produce up to 30% level design plans if directed by Teton County

g. START Commuter and Electric Bus Procurement (Considered two separate BUILD project components)

i. Gather bus procurement information from the Southern Teton Area Rapid Transit (START) team for use in BUILD administration reporting and reimbursement activities

h. Driggs Downtown Park and Ride

i. Provide basic BUILD Grant administration coordination for reporting, verify NEPA compliance, and undertaking reimbursement activities. This activity is minor in nature and fee captured in Task Work Order 1

i. 5th Street Park and Ride

i. Provide basic BUILD Grant administration coordination for reporting, verify NEPA compliance that will be self-performed by the City of Driggs, and undertake reimbursement activities. This activity is minor in nature and fee captured in Task Work Order 1

j. City of Driggs Pathway to Airport

i. Provide basic BUILD Grant administration coordination for reporting, verify NEPA compliance that will be self-performed by the City of Driggs, and undertake reimbursement activities. This activity is minor in nature and fee captured in Task Work Order 1

ii. Perform topographic survey and develop a concept for use in NEPA and Right-of-Way acquisition phases that will both be primarily self performed by the City of Driggs

iii. Develop required legal descriptions and others documents and technical expertise to assist in Right-of-Way and/or easement acquisitions which will be conducted by the City of Driggs with minor assistance from CONSULTANT as outlined in TWO 4

k. Old Jackson Hwy Advisory Bike Lanes

i. Provide basic BUILD Grant administration coordination for reporting and reimbursement requirements

ii. Verify and assist with NEPA compliance that will be primarily self-performed by Teton County, Idaho

iii. This activity is minor in nature and fee captured primarily in Task Work Order 1

l. Idaho Transportation Department (ITD) State Hwy 33 at Baseline Road Intersection / Turn Lane/ Pedestrian Underpass

i. Develop preliminary concept designs for review, cost estimating, Right-of-Way acquisition, environmental (NEPA) clearance and public engagement. Included in this site location are the following tasks:

1. Concept 2D layout and linework development for two (2) alternatives that include roadway and the pedestrian underpass structure concept development
2. Complete high level 3D modeling of both conceptual alternatives

3. Prepare two (2) roll plots (one per alternative) for internal review and public outreach
4. Provide conceptual opinion of probable construction cost for each alternative
5. Attend one (1) public outreach meeting to discuss alternatives
6. Attend one (1) in-person meeting with ITD, District 6 to discuss alternatives and select a preferred alternative
7. Complete minor updates to preferred alternative (addressing comments from ITD and public outreach) to provide final layout and linework for the NEPA and ROW process (includes cut/fill lines and proposed ROW lines)

ii. Provide environmental clearance (NEPA) assistance for self-performance activities to be performed by ITD which are already underway

iii. Conduct a full topographic and boundary survey in accordance with ITD survey standards

iv. Develop required documents and technical expertise to assist in fee simple Right-of-Way and/or easement acquisitions

m. Idaho Transportation Department (ITD) Turn Lanes and Passing Lanes on State Hwy 33

Improvements (including construction of turn lanes at intersections)

- Intersection at La Grande Pierre (~MP 140.57)
- Intersection at 2000 South (~MP 143.29)
- Intersection at 4500 South (~MP 145.8)
- Intersection at 6000 South (~MP 147.31)
- Intersection at 7000 South (~MP 148.32)
- Intersection at 8000 South (~MP 149.33)
- Addition of a passing lane –MP 151.25 to MP 153.00

i. Develop preliminary concept designs based on ITD provided layouts for cost estimating, environmental (NEPA) clearance, and public engagement for each of the six (6) intersection locations and the one (1) passing lane location for seven (7) locations in total. Included are the following tasks:

1. Concept 2D layout and linework development for each site location
2. Prepare roll plots (one per site location) for internal review and public outreach
3. Prepare detail showing a typical access closure configuration and an accompanying roll plot displaying the eight (8) access closure locations
4. Provide one (1) conceptual opinion of probable cost for all site locations
5. Attend one (1) public outreach meeting to discuss improvements at site locations listed above and access

closure locations (assume same meeting as SH 33 at Baseline Road public outreach meeting)

6. Attend a virtual meeting with ITD, District 6 to review roll plots
7. Complete minor updates (addressing comments from ITD and public outreach) to provide final layout and linework for the NEPA process for each site location

ii. Provide environmental clearance (NEPA) assistance for self-performance activities to be performed by ITD which are already underway

iii. Conduct a full topographic and boundary survey in accordance with ITD survey standards

3.0 SERVICES TO BE PROVIDED BY TETON COUNTY

The following services shall be provided by Teton County:

- Provide project level guidance and decisions
- Provide a central point of authority for assignment of services for each respective project component
- Conduct or direct the frequency of project status meetings
- Provide current plans, studies, documents, and access to material as needed for applicable services

4.0 LENGTH OF SERVICES

The length of services shall be the dates on the Task Work Order issued by the Teton County

5.0 ESTIMATE OF SERVICES

For details of the estimated costs to perform the anticipated and required services, see Attachment “B”. All classifications and consultants listed in the contract are eligible to work on this Task Work Order.

EXHIBIT B3
Funding Partners' Agreement RE: BUILD Consultant

ATTACHMENT "A" TO
TASK WORK ORDER AGREEMENT:
SCOPE OF SERVICES FOR
TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
BUILD GRANT ADMINISTRATION & PROJECT COMPONENT DESIGN AND MANAGEMENT

Contract No. XXXXX

TASK WORK ORDER NO. 3

BUILD GRANT / TMCI PROJECT PUBLIC ENGAGEMENT

1.0 DESCRIPTION OF SERVICES

Jorgensen Associates, Inc. (Jorgensen), providing professional services for Teton County, Wyoming, will act as an extension of Teton County, Wyoming and provide administration, management, and technical support to administer multiple stages and administrative phases of the BUILD Grant and the TMCI Project that involves thirteen different projects (Project Components). Services include any and all services included in the above referenced contract. Section 2 below outlines many of these tasks.

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed under this Phase may include, but not limited to, the following:

1. Develop, implement, and maintain a Public Engagement Program in coordination with Teton County and TMCI partners to provide:
    a. Local agency coordination
    b. TMCI partner consistency planning and collaboration
    c. Program wide community and public engagement
    d. Project specific public engagement, workshops, and hearings
    e. Presentations, videos, renderings, and support to Teton County as needed for community awareness and engagement, public and media relations, technical assistance, and reports for progress of the public input received
2. Develop and/ or update and maintain a project website with content, Esri GIS story maps, graphics, and a calendar of events
3. Develop and update all print media for program wide and project specific needs
4. Maintain and update program and project status presentations for use at publicly noticed elected and appointed governmental organization meetings

3.0 SERVICES TO BE PROVIDED BY TETON COUNTY

The following services shall be provided by Teton County:

- Provide program and project level guidance and decisions

- Provide a central point of authority for assignment of services
- Provide direction and approval on OR recommended presentation, website, and outreach content and material

4.0 LENGTH OF SERVICES

The length of services shall be the dates on the Task Work Order issued by the Procurement Services Manager

5.0 ESTIMATE OF SERVICES

For details of the estimated costs to perform the anticipated and required services, see Attachment “B”. All classifications and consultants listed in the contract are eligible to work on this Task Work Order.

EXHIBIT B4
Funding Partners' Agreement RE: BUILD Consultant

ATTACHMENT "A" TO
TASK WORK ORDER AGREEMENT:
SCOPE OF SERVICES FOR
TETON MOBILITY CORRIDOR IMPROVEMENTS (TMCI) PROJECT
BUILD GRANT ADMINISTRATION & PROJECT COMPONENT DESIGN AND MANAGEMENT

Contract No. XXXXX

TASK WORK ORDER NO. 4

BUILD GRANT / TMCI PROJECT REAL ESTATE SERVICES (RES)

1.0 DESCRIPTION OF SERVICES

Jorgensen Associates, Inc. (Jorgensen), providing professional services for Teton County, Wyoming, will act as an extension of Teton County, Wyoming and provide administration, management, and technical support to administer multiple stages and administrative phases of the BUILD Grant and the TMCI Project that involves thirteen (13) different projects (Project Components). Services include any and all services included in the above referenced contract. This Task Work Order consists of continuing program activities from the Master Agreement Scope of Services, specifically providing technical and management Real Estate resources tailored to meet the federal requirements for right-of-way (ROW) easement and / or fee simple acquisition needs of the thirteen (13) individual project components of the TMCI Project. Section 2 below outlines many of these tasks.

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed under this Phase is to include the following:

2.1 RES Project Management

- Coordinate team meetings to verify schedule milestones are being completed
- Establish a priority parcel tracking data base to coordinate with the project schedule
- Provide parcel status updates utilizing a LIVE parcel tracking website secured to the project team
- Management and coordination of RES subconsultants

2.2 RES Title Research

- Coordinate with local title company at a one (1) time expense to provide existing title research of impacted listed under "RES Assumptions"
- Title research will be used within the ROW plans as well with RES.
- Submit executed signed documents by owner that may include partial mortgage releases, judgement release, and lien releases to title company for processing of Title Commitment / Closing
- Title commitments will occur after acceptance of offer from owner with further coordination to closing at title company in accordance with the Client standards.

2.3 RES Valuation / Appraisals

- Coordinate with a Certified General Appraiser, licensed in WY and ID to perform the Full Appraiser and Review Appraisal in accordance with the federal funding agency standards.
- Provide coordination and management of appraisal activities
- Support licensed appraisers with appraisal activities to coordinate appraisal interviews and necessary documentation to complete valuation / appraisal phase of the Project
- Provide Quality Control/ Quality Assurance appraisal report/ waiver reviews before final submittal to the Client/ Project
- Follow Uniform Standards of Professional Appraisal Practice (USPAP)
- Provide a licensed broker to conduct the waiver valuation if in accordance / tolerance of the federal agency requirements

2.4 RES Acquisition

- Prepare documentation agreements and conduct negotiations for all parcels per construction drawings/plans. Project assumption of parcels notated below in “RES Assumptions”
- Develop documentation necessary for acquisition documents in accordance with the federal funding agency requirements
- Verify the legal owner is accurate to the certificate of title and public records
- Present offers to the property owners
- Conduct negotiations as an agent for the Client/ Project
- Coordinate with property owners and provide technical guidance to questions and comments and provide professional opinions to Teton County for any owner counter offers
- Obtain necessary signatures on acquisition and easements agreements
- Provide weekly (minimum monthly) status update to Teton County Project Manager as negotiations progress. Use of Live Parcel Tracking website can be considered as project updates.
- Submit settled parcel folders bi-weekly
- Prepare a record of calls for each property owner contact made by offeror
- Prepare a recommendation for condemnation form as necessary if negotiation is at an impasse following three substantive contacts
- Follow the acquisitions in accordance with Code of Federal Regulation Title 49 Transportation; Part 24: Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs and applicable State Laws
- Relocation services in accordance with the URA are considered out of scope of services at this time as the project scope has determined no displacees will occur with the project requiring relocation services to be followed

2.5 RES Assumptions

- It is recognized that the following sub project components are associated with the overall TMCI Project. The below table provides an assumption of parcels per project component related to tasks to be performed either by the Agency or by the Consultant

RES Task Assumptions			
Project	Parcel Assumptions (22 parcels)	Task to be perform by **Agency**	Task to be perform by **CONSULTANT**
Stilson Transit Center	1 parcel (land transfer)		2.1, 2.2, 2.3, 2.4, 2.6
Wilson to Snake River Pathway	3 parcels (partial takes)		2.1, 2.2, 2.3, 2.4, 2.6
Downtown Wilson Corridor	10 parcels (partial takes)		2.1, 2.2, 2.3, 2.4, 2.6
Driggs Pathway to Airport	5 parcels (partial takes)	2.2, 2.3, 2.4	2.1, 2.6
Baseline Road / SH-33 Turn & Passing Lane	3 parcels (partial takes)	2.4	2.1, 2.2, 2.3, 2.6

- Estimate is based on 22 impacted parcels with the project. CONSULTANT to perform full RES for up to 14 parcels and a portion of RES (as shown on "RES Task Assumptions" table) for up to 8 parcels on behalf of the Project
- Of the said 22 impacted parcels, 5 parcels are within the City of Driggs, ID (City) and the City will perform a portion of the RES, 3 parcels are within the Baseline Road/ SH-33 Turn & Passing Lanes (ITD) Project that ITD will perform a portion of the RES, one (1) land transfer of 5+ acre parcel at the Stilson Center that CONSULTANT will perform RES, and 13 parcels estimated for all other projects associated to the overall program that CONSULTANT will perform RES.
- 22 parcels with 0 total takes, 15 partial takes (Full Appraisals/ Plats/Easements) (City of Driggs to perform 5 of the 15 full / review appraisals), and 7 partial takes (Waivers/ Plats/Easements) (3 of 7 waivers will be IDT parcels, IDT is assumed not to require full/review appraisals).
- A total of 0 – Total Takes (Relocations) – partial and total take, relocation services is considered out-of-scope for this work order
- A total of 22 – Plats, Permanent and Temporary Easement required documents (not conducted withing this TWO 4, but under separate Task Work Orders.)
- ROW staff member will attend 17 landowner meeting to discuss preliminary design impacts. This is in addition to 1 or more CONSULTANT design/ management staff members
- ROW staff member and design/ management staff member will attend landowner negotiations conducting task 2.4 as needed up to 14 parcels.
- Up to 3 landowner negotiation meetings to conduct task 2.4 will be held with up to 14 landowners. Assumed 22 parcels total (5 parcels City of Driggs and 3 parcels ITD will conduct Task 2.4). City of Driggs and ITD will be develop agreement documents to present initial offer for Project listed in "RES Task Assumptions" Table.
- Support for condemnation cases is considered out-of-scope for this work order
- Title reference, "Client" shall be determined by the Lead Agency prior to offers
- Subconsultant scope / fee was developed based on assumptions with the Project team. A more accurate fee will be determined after under contract and further information can be provided to determine the level of services needed by each subconsultant and any

funds not utilized by this task will be unencumbered upon cessation of the need for services

2.6 RES Quality Control

- CONSULTANT will apply company and client safety guidelines when meeting with owners
- CONSULTANT will perform a QC checklist (one (1) time service) prior to submittal of each parcel file after parcel landowner and interest to property have signed.

3.0 SERVICES TO BE PROVIDED BY TETON COUNTY

The following services shall be provided by Teton County:

- Provide project level guidance and decisions
- Provide a central point of authority for assignment of services for each respective project
- Provide current plans, studies, documents, and access to material as needed for applicable services
- Provide agency right-of-way agents to act as the official representative of the lead public agency; or designate the need for CONSULTANT representation
- Notice to proceed and approval of Full Appraisals, Review Appraisals, Waiver Valuations, Acquisition Agreement document in order to present offer to impacted owners
- Coordination of title clearing and closing activities, including recording of documentation with Register of Deeds at County Courthouse (all title closing / acquisition payment shall be performed by Agency)
- City of Driggs and ITD to perform services outlined in “RES Task Assumptions” Table
- Title/ Closing company coordination of signed documentation after submittal and payment of compensation to parcel Owners.
    - Technical guidance and services for:
    - Valuation/ Appraisal
    - Documentation Preparation
    - Documentation Audit
    - Negotiations

4.0 LENGTH OF SERVICES

The length of services shall be the dates on the Task Work Order issued by the Procurement Contracting Officer

5.0 ESTIMATE OF SERVICES

For details of the estimated costs to perform the anticipated and required services, see Attachment “B”. All classifications and consultants listed in the contract are eligible to work on this Task Work Order.

JORGENSEN
It's About People, Trust and Know How

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Jackson, WY 83002
PH: 307.733.5150
| www.jorgeng.com

June 10, 2021

EXHIBIT C
Funding Partners' Agreement RE: BUILD Consultant

Ms. Heather Overholser
Director of Public Works- Teton County, Wyoming
320 South King Street
PO Box 3594
Jackson, WY 83001

Via E-mail: Hoverholser@tetoncountywy.gov

RE: Fee Estimates and Scope of Services– TMCI BUILD Grant Administration – UPDATED June 10, 2021

Dear Heather:

Thank you for the opportunity to provide a price proposal for the above referenced project. This price proposal is based upon continued discussions, meetings, research, and coordination with agency partners and internal team members and was developed with the goal to render all services necessary for NEPA approval, Right-of-Way Certification, execution of the BUILD Grant agreement (June 2022) and obligation of funds (September 2022), while minimizing the expenditure of non-reimbursable fees. Please find in the email with this transmittal letter, the following items for your review:

1. Fee Sheets correlating to the Task Work Orders proposed for current services.
2. Task Work Order Scope documents corresponding to each fee sheet.

SUMMARY

TASK WORK ORDER		DRAFT AMOUNT	PROGRAM WIDE/ PROJECT SPECIFIC INVOICING		
TWO 1: Grant Administration & Program Management		**$1,171,912.29**	Teton Co, WY	55.2%	$646,895.58
			Town of Jackson	18.2%	$213,288.04
			City of Driggs	4.9%	$57,423.70
			Teton Co, ID	0	$0
			ITD	21.7%	$254,304.97
	Stilson Transit Center	$339,568.47	Teton County Split = $186,762.66		
			Town of Jackson Split = $152,805.81		
	HWY 390/ Beckley Signal	$57,496.42	Teton County Split = $31,623.03		
			Town of Jackson Split = $25,873.39		
	Transit Signal Priority	$80,560.44	Teton County Split = $44,308.24		
			Town of Jackson Split = $36,252.20		

TWO 2: Project Component Management and Partner Liaison Coordination	Bus Procurement (Commuter and Electric)	$1,748.04	Teton County Split= $961.42	
			Town of Jackson Split = $786.62	
	Wilson to Stilson/ Snake River Pathway	$63,844.02	Teton County, WY	
	Downtown Wilson Corridor Improvements	$246,733.10	Teton County, WY	
	Teton Pass Trail	$422,738.00	Teton County, WY	
	ITD HWY 33 Baseline Road & Turn/ Pass Lanes (Combined)	$234,718.01	Idaho Transportation Department (ITD)	
	Old Jackson Hwy Advisory Striping	$2,700.00	Teton County, ID	
	Driggs Downtown Transit Center/ Park N Ride	$0	City of Driggs	
	Driggs 5th Street Park N Ride	$0	City of Driggs	
	Driggs Pathway to Airport	$8,518.00	City of Driggs	
	TWO 2 TOTAL =	**$1,458,624.50**		
TWO 3: Public Engagement		**$260,348.04**	**Program Wide AND Specific to Projects as needed. NOTE: SPECIFIC ACTIVITIES WILL BE INVOICED TO SPECIFC PROJECTS. BELOW IS BREAKDOWN TO ILLUSTRATE SPLIT OF POTENTIAL COMBINATION OF SPECIFIC AND PROGRAM LEVEL**	
			Teton Co, WY	$149,451.84
			Town of Jackson	$49,043.74
			City of Driggs	$10,011.34
			Teton Co, ID	$0
			ITD	$51,841.12
TWO 4: Real Estate Services		**$400,868.80**	**NOTE: PARCEL COUNTS AND COST FOR ACQUISITION ARE ESTIMATES AND TO BE DETERMINED THROUGH CONCEPT DESIGN. SEE TWO 4 FEE SHEET AND SCOPE OF SERVICES FOR DETAILS**	
			Teton Co, WY	$333,659.14
			Town of Jackson	$20,043.44
			City of Driggs	$7,079.34
			ITD	$40,086.88

TWO 5: Stilson Master Plan	$89,958.39	Jackson Hole Mountain Resort
TOTAL TASK WORK ORDER(S) FEE		**$3,381,712.02**

Assumptions

- To the best of our ability with the information gathered, the fee assumptions for all five Task Work Orders are through June 2022, however the goal is to only expend funds as needed and return or "roll-over" funds into the next phase if not needed this current fiscal year (through June 30, 2022)
- **Given the volatility, pace, unknowns, and accelerated schedule, the estimate is from a program level and has enough hours to complete management, administration, and individual project component tasks, however the Task Work Orders <u>will not contain a voluminous detailed scope of work to allow flexibility as an extension of staff and adapting to program/ project changes</u>**
  - **Upon contract commencement, individual job captains/ project managers will work with agency representatives on a recurring basis to ensure scope requirements are met as the project components advance**
  - **Monthly invoicing summary reports and project meetings will note the level of effort, project specific component tasks completed, and look ahead projections to collaborate with agency partners**
  - **Any fees remaining at the end of each fiscal year (June 30), can be rolled over into the next year's effort if not utilized in a respective year. <u>The contract is not lump sum</u>**

Thank you for the opportunity to provide this proposal for TMCI BUILD Grant Administration & Project Component Design and Management professional services. Given the schedule, if any partners wish to finalize any discussions, please contact us with any questions or comments you may have on this estimate and we will be happy to discuss expeditiously to meet your needs and budget.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Bill Jones, PE

Attachments Via Email with This Transmittal Letter:

1. Task Work Order (TWO) Fee Sheets for TWO #1- #5 dated June 10, 2021
2. TWO #1 BUILD Grant Administration and Program Management Scope of Services dated June 10, 2021
3. TWO #2 TMCI Project Component Management and Liaison Coordination Scope of Services dated June 10, 2021
4. TWO #3 BUILD Grant/ TMCI Project Public Engagement Scope of Services dated June 10, 2021
5. TWO #4 BUILD Grant Real Estate Services Scope of Services dated June 10, 2021
6. TWO #5 Stilson Master Planning Scope of Services dated June 10, 2021

EXHIBIT C1
Funding Partners' Agreement RE: Build Consultant

Attachment "B" Fee Sheet To
TWO 1 - BUILD Grant Administration & Program Management

Date: X/XX/XXXX

Contract No.: TBD
Jorgensen Associates

		TWO 1 - BUILD Grant Administration & Program Management	
Prime Consultant:	**Certification**	**Staffhour Total**	**Total $**
Jorgensen Associates	*SBE*	2,172.0	$363,180.00
Subconsultants:			
Agrostis		0.0	$0.00
Alta Planning and Design		220.0	$35,200.00
Biota Research	*SBE*	1,182.0	$150,690.00
Cambridge Systematics		0.0	$0.00
Harmony Design and Engineering	*DBE, SBE*	234.0	$31,590.00
HDR		2,895.0	$577,652.29
KLJ		80.0	$13,600.00
LSC Transportation Consultants		0.0	$0.00
Plan One Architects	*SBE*	0.0	$0.00
Three Elephant Public Relations		0.0	$0.00
Subtotal Subconsultants:		**4,611.0**	**$808,732.29**
Total =		**6,783.0**	**$1,171,912.29**

FUNDING PARTNER	COST SHARE	AMOUNT
Teton County, Wyoming	55.2%	**$646,895.58**
Town of Jackson	18.2%	**$213,288.04**
City of Driggs	4.9%	**$57,423.70**
Teton County, Idaho	0.0%	**$0.00**
Idaho Transportation Department (ITD)	21.7%	**$254,304.97**

ATTACHMENT "B"
BUILD Grant Administration & Project Component Design and Management
Fee Sheet

Contract No.: TBD

TWO 1 - BUILD Grant Administration & Program Management

DATE:
Date: X/XX/XXXX

DESCRIPTION:
BUILD Grant Administration & Project Component Design and Management
FY 21

CONSULTANT:
Jorgensen Associates

JOB CLASSIFICATION	TWO 1 - BUILD Grant Administration & Program Management		
	MAN HOURS	RATE	TOTAL SALARIES
Senior Principal Engineer	780.0	$217.00	$169,260.00
Principal Engineer	0.0	$210.00	$0.00
Senior Project Manager	1,248.0	$145.00	$180,960.00
Project Manager	0.0	$160.00	$0.00
Senior Project Engineer	0.0	$150.00	$0.00
Project Engineer II	0.0	$135.00	$0.00
Project Engineer I	0.0	$130.00	$0.00
Design Engineer Technician II	0.0	$115.00	$0.00
Design Engineer Technician I	0.0	$105.00	$0.00
Intern	0.0	$75.00	$0.00
Senior Project Surveyor	0.0	$175.00	$0.00
Project Surveyor II	0.0	$145.00	$0.00
Project Surveyor I	0.0	$130.00	$0.00
Survey Party Chief	0.0	$115.00	$0.00
Survey Field Technician	0.0	$100.00	$0.00
Construction Project Coordinator	0.0	$130.00	$0.00
Construction Technician II	0.0	$110.00	$0.00
Construction Technician I	0.0	$100.00	$0.00
Land Use Technician II	0.0	$110.00	$0.00
Land Use Technician I	0.0	$100.00	$0.00
Asst Planning Manager	0.0	$125.00	$0.00
GIS Specialist II	0.0	$135.00	$0.00
GIS Specialist I	0.0	$125.00	$0.00
CAD Technician II	0.0	$120.00	$0.00
CAD Technician I	0.0	$100.00	$0.00
Clerical/Administrative Support	144.0	$90.00	$12,960.00
Classification	0.0	$0.00	$0.00
	2,172.0		**$363,180.00**

UPSET LIMIT FEE ESTIMATE	TWO 1 - BUILD Grant Administration & Program Management	
Subtotal (Prime Jorgensen)	2,172.0	$363,180.00
Subtotal (Sub-Consultants)	4,611.0	$808,732.29
Total by Phase (Jorgensen + Subs)	**6,783.0**	**$1,171,912.29**
Check=	2172	$363,180.00
TOTAL UPSET LIMIT FEE:		

Representing	Print Name
Teton County:	
Consultant- Jorgensen:	

ATTACHMENT "B"
BUILD Grant Administration & Project Component Design and Management
Fee Sheet

	JOB CLASSIFICATION	TWO 1 - BUILD Grant Administration & Program Management		
		MAN HOURS	RATE	TOTAL SALARIES
Contract No.: TBD	Senior Project Manager	540.0	$150.00	$81,000.00
	Senior/Certified Ecologist	0.0	$120.00	$0.00
	NEPA Specialist	450.0	$125.00	$56,250.00
TWO 1 - BUILD Grant Administration & Program Management	GIS Specialist	192.0	$70.00	$13,440.00
	Classification 5	0.0	$0.00	$0.00
	Classification 6	0.0	$0.00	$0.00
	Classification X	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
DATE:	Classification	0.0	$0.00	$0.00
Date: X/XX/XXXX	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
DESCRIPTION:	Classification	0.0	$0.00	$0.00
BUILD Grant Administration & Project Component Design and Management	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
FY 21	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
CONSULTANT:	Classification	0.0	$0.00	$0.00
Biota Research	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
		1,182.0		**$150,690.00**
	UPSET LIMIT FEE ESTIMATE	TWO 1 - BUILD Grant Administration & Program Management		
	Check=	1182		$150,690.00
	Representing	**Print Name**		
	Teton County			
	Consultant: **Biota Research**			

ATTACHMENT "B"
BUILD Grant Administration & Project Component Design and Management
Fee Sheet

Contract No.: TBD

TWO 1 - BUILD Grant Administration & Program Management

DATE:
Date: X/XX/XXXX

DESCRIPTION:
BUILD Grant Administration & Project Component Design and Management

FY 21

CONSULTANT:
Harmony Design and Engineering

JOB CLASSIFICATION	TWO 1 - BUILD Grant Administration & Program Management		
	MAN HOURS	RATE	TOTAL SALARIES
Project Manager	234.0	$135.00	$31,590.00
Professional Engineer II	0.0	$122.00	$0.00
Professional Engineer I	0.0	$103.00	$0.00
Professional Land Surveyor	0.0	$113.00	$0.00
Surveyor	0.0	$66.00	$0.00
Survey Technician	0.0	$51.00	$0.00
Professional Landscape Architect	0.0	$135.00	$0.00
Planner	0.0	$0.00	$0.00
CAD Drafter	0.0	$0.00	$0.00
GIS Technician	0.0	$0.00	$0.00
Clerical	0.0	$51.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
Classification	0.0	$0.00	$0.00
	234.0		**$31,590.00**
UPSET LIMIT FEE ESTIMATE	TWO 1 - BUILD Grant Administration & Program Management		
Check=	234		$31,590.00

Representing	Print Name
Teton County	
Consultant: **Harmony Design and Engineering**	

ATTACHMENT "B"
BUILD Grant Administration & Project Component Design and Management
Fee Sheet

21xxxx	JOB CLASSIFICATION	TWO 1 - BUILD Grant Administration & Program Management		
		MAN HOURS	RATE	TOTAL SALARIES
	Managing Principal	9.0	$272.45	$2,452.05
Contract No.: TBD	Senior Program Manager	272.0	$279.77	$76,097.44
	Program Manager II	167.0	$260.90	$43,570.30
	Program Manager I	177.0	$248.35	$43,957.95
	Program Manager I	24.0	$244.58	$5,869.92
	Program Manager I	104.0	$254.08	$26,424.32
	Senior Project Manager I	214.0	$201.78	$43,180.92
	Senior Project Manager II	327.0	$219.40	$71,743.80
	Senior Project Manager II	80.0	$219.40	$17,552.00
	Project Manager II	368.0	$176.18	$64,834.24
DESCRIPTION:	Engineer IV/Economist IV/Architect IV	81.0	$148.11	$11,996.91
	Engineer IV/Economist IV/Architect IV	30.0	$156.51	$4,695.30
	Engineer III/Economist III/Architect III	270.0	$137.67	$37,170.90
	Engineer III/Economist III/Architect III	214.0	$135.53	$29,003.42
BUILD Grant Administration & Project Component Design and Management	Engineer III/Economist III/Architect III	156.0	$137.67	$21,476.52
	Engineer I/Economist I/Architect I	76.0	$111.62	$8,483.12
	Engineering Fld Svs Tech II	9.0	$97.44	$876.96
	Project Controller	28.0	$137.14	$3,839.92
	Admin Assistant	239.0	$51.70	$12,356.30
	National Discipline Leader	50.0	$386.68	$19,334.00
	Direct Costs	1.0	$32,736.00	$32,736.00
		2,895.0		**$577,652.29**
	UPSET LIMIT FEE ESTIMATE	TWO 1 - BUILD Grant Administration & Program Management		
	Check=	2895		$577,652.29
	Representing	**Print Name**		
	Teton County			
	Consultant: **HDR**			

EXHIBIT C2
Funding Partners' Agreement RE: Build Consultant

Attachment "B" Fee Sheet To
TWO 2 - TMCI Project Component Management and Liaison Coordination

Contract: TBD **Date: X/XX/XXXX**
Jorgensen Associates

	TWO 2 TOTAL	$1,458,624.50
FIRM	Staff Hour TWO 2 Total	Firm TWO 2 Fee - $
Jorgensen Associates	4328	$551,852.00
Agrostis	160	$21,000.00
Alta Planning and Design	128	$17,152.00
Biota Research	2006	$248,180.00
Cambridge Systematics	137	$22,750.00
Harmony Design and Engineering	1016	$107,892.00
HDR	3279	$460,413.11
KLJ	0	$0.00
LSC Transportation Consultants	170	$23,665.39
Plan One Architects	24	$5,720.00
Three Elephant Public Relations	0	$0.00

Project	Staffhour Total	Total $
Stilson Transit Center		
Jorgensen Associates	316	31,274.00
Agrostis	160	21,000.00
Alta Planning and Design	0	0.00
Biota Research	618	77,210.00
Cambridge Systematics	0	0.00
Harmony Design and Engineering	0	0.00
HDR	1164	183,128.16
KLJ	0	0.00
LSC Transportation Consultants	156	21,236.31
Plan One Architects	24	5,720.00
Three Elephant Public Relations	0	0.00
TOTAL	**2438**	**339,568.47**

Project	Staffhour Total	Total $
Transit Signal Priority		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	84	$14,200.00
Harmony Design and Engineering	0	$0.00
HDR	520	$63,931.36
KLJ	0	$0.00
LSC Transportation Consultants	14	$2,429.08
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**618**	**$80,560.44**

Project	Staffhour Total	Total $
Hwy 390/ Beckley Signal		
Jorgensen Associates	12	$2,604.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	53	$8,550.00
Harmony Design and Engineering	0	$0.00
HDR	275	$46,342.42
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**340**	**$57,496.42**

Project	Staffhour Total	Total $
Bus Procurement (Electric & Commuter)		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	0	$0.00
HDR	10	$1,748.04
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**10**	**$1,748.04**

Project	Staffhour Total	Total $
Driggs Tranist Ctr/ Park n Ride		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	0	$0.00
HDR	0	$0.00
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**0**	**$0.00**

Project	Staffhour Total	Total $
5th Street Park n Ride		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	0	$0.00
HDR	0	$0.00
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**0**	**$0.00**

Project	Staffhour Total	Total $
Driggs Pathway to Airport		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	90	$8,518.00
HDR	0	$0.00
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**90**	**$8,518.00**

Project	Staffhour Total	Total $
Teton Pass Trail		
Jorgensen Associates	2078	$287,298.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	870	$106,400.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	100	$11,624.00
HDR	144	$17,416.00
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**3192**	**$422,738.00**

Project	Staffhour Total	Total $
Wilson to Snake River Pathway		
Jorgensen Associates	360	$41,704.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	112	$13,780.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	0	$0.00
HDR	70	$8,360.02
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**542**	**$63,844.02**

Project	Staffhour Total	Total $
Wilson Corridor Improvements		
Jorgensen Associates	1492	$180,792.00
Agrostis	0	$0.00
Alta Planning and Design	128	$17,152.00
Biota Research	330	$40,430.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	0	$0.00
HDR	72	$8,359.10
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**2022**	**$246,733.10**

Project	Staffhour Total	Total $
Old Jackson Hwy Adv Striping		
Jorgensen Associates	0	$0.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	0	$0.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	20	$2,700.00
HDR	0	$0.00
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**20**	**$2,700.00**

Project	Staffhour Total	Total $
ITD Baseline Road and Turn/Passing Lanes		
Jorgensen Associates	70	$8,180.00
Agrostis	0	$0.00
Alta Planning and Design	0	$0.00
Biota Research	76	$10,360.00
Cambridge Systematics	0	$0.00
Harmony Design and Engineering	806	$85,050.00
HDR	1024	$131,128.01
KLJ	0	$0.00
LSC Transportation Consultants	0	$0.00
Plan One Architects	0	$0.00
Three Elephant Public Relations	0	$0.00
TOTAL	**1976**	**$234,718.01**

EXHIBIT C3
Funding Partners' Agreement RE: BUILD Consultant

Attachment "B" Fee Sheet To

Task Work Order 3 BUILD Grant / TMCI Project Public Engagement

BUILD Grant Administration & Project Component Design and Management

Date: X/XX/XXXX

Contract No.: TBD
Jorgensen Associates

		Order 3 BUILD Grant / TMCI Project Public E	
Prime Consultant:	**Certification**	**Staffhour Total**	**Total $**
Jorgensen Associates	*SBE*	120.0	$13,080.00
Subconsultants:			
Alta Planning and Design		0.0	$0.00
HDR		352.0	$52,793.04
KLJ		0.0	$0.00
Three Elephant Public Relations		965.0	$194,475.00
Subtotal Subconsultants:		**1,317.0**	**$247,268.04**
Total =		**1,437.0**	**$260,348.04**

FUNDING PARTNER	SPECIFIC COST	AMOUNT
Teton County, Wyoming		**$36,671.04**
Town of Jackson		**$11,858.76**
City of Driggs		**$0.00**
Teton County, Idaho		**$0.00**
Idaho Transportation Department (ITD)		**$7,505.19**
		SUM SPECIFIC $56,034.99

FUNDING PARTNER	COST SHARE	AMOUNT
Teton County, Wyoming	**55.2%**	**$112,780.80**
Town of Jackson	**18.2%**	**$37,184.98**
City of Driggs	**4.9%**	**$10,011.34**
Teton County, Idaho	**0.0%**	**$0.00**
Idaho Transportation Department (ITD)	**21.7%**	**$44,335.93**
		SUM SPECIFIC $204,313.05

FUNDING PARTNER	SPECIFiC COST	COST SHARE	TOTAL
Teton County, Wyoming	**$36,671.04**	**$112,780.80**	**$149,451.84**
Town of Jackson	**$11,858.76**	**$37,184.98**	**$49,043.74**
City of Driggs	**$0.00**	**$10,011.34**	**$10,011.34**
Teton County, Idaho	**$0.00**	**$0.00**	**$0.00**
Idaho Transportation Department (ITD)	**$7,505.19**	**$44,335.93**	**$51,841.12**

ATTACHMENT "B"
Task Work Order 3 BUILD Grant / TMCI Project Public Engagement
Fee Sheet

Contract No.: TBD

Task Work Order 3 BUILD Grant / TMCI Project Public Engagement

DATE:
Date: X/XX/XXXX

DESCRIPTION:
BUILD Grant Administration & Project Component Design and Management

FY 21

CONSULTANT:
Jorgensen Associates

JOB CLASSIFICATION	Order 3 BUILD Grant / TMCI Project Public Er		
	MAN HOURS	RATE	TOTAL SALARIES
Senior Principal Engineer	0.0	$217.00	$0.00
Principal Engineer	0.0	$186.00	$0.00
Senior Project Manager	0.0	$145.00	$0.00
Project Manager	0.0	$145.00	$0.00
Senior Project Engineer	0.0	$126.00	$0.00
Project Engineer II	0.0	$116.00	$0.00
Project Engineer I	0.0	$110.00	$0.00
Design Engineer Technician II	0.0	$100.00	$0.00
Design Engineer Technician I	0.0	$92.00	$0.00
Intern	0.0	$58.00	$0.00
Senior Project Surveyor	0.0	$173.00	$0.00
Project Surveyor II	0.0	$123.00	$0.00
Project Surveyor I	0.0	$105.00	$0.00
Survey Party Chief	0.0	$103.00	$0.00
Survey Field Technician	0.0	$81.00	$0.00
Construction Project Coordinator	0.0	$110.00	$0.00
Construction Technician II	0.0	$90.00	$0.00
Construction Technician I	0.0	$81.00	$0.00
Land Use Technician II	0.0	$96.00	$0.00
Land Use Technician I	0.0	$85.00	$0.00
Asst Planning Manager	0.0	$129.00	$0.00
GIS Specialist II	120.0	$109.00	$13,080.00
GIS Specialist I	0.0	$87.00	$0.00
CAD Technician II	0.0	$103.00	$0.00
CAD Technician I	0.0	$87.00	$0.00
Clerical/Administrative Support	0.0	$90.00	$0.00
Classification …….	0.0	$100.00	$0.00
	120.0		**$13,080.00**
UPSET LIMIT FEE ESTIMATE	Task Work Order 3 BUILD Grant / TMCI Project		
Subtotal (Prime Jorgensen)	120.0		$13,080.00
Subtotal (Sub-Consultants)	1,317.0		$247,268.04
Total by Phase (Jorgensen + Subs)	**1,437.0**		**$260,348.04**
Check=	120		$13,080.00
TOTAL UPSET LIMIT FEE:			

Representing	Print Name
Teton County:	
Consultant- Jorgensen:	

ATTACHMENT "B"
Task Work Order 3 BUILD Grant / TMCI Project Public Engagement
Fee Sheet

Contract No.: TBD

Task Work Order 3 BUILD Grant / TMCI Project Public Engagement

DATE:
Date: X/XX/XXXX

DESCRIPTION:

BUILD Grant Administration & Project Component Design and Management

CONSULTANT:
HDR

JOB CLASSIFICATION	k Order 3 BUILD Grant / TMCI Project Public En		
	MAN HOURS	RATE	TOTAL SALARIES
Project Manager II	120.0	$179.59	$21,550.80
Strategic Communications/Graphic D	60.0	$153.27	$9,196.20
Strategic Communications/Graphic D	120.0	$138.39	$16,606.80
Strategic Communications/Graphic D	40.0	$115.26	$4,610.40
Admin Assistant	12.0	$69.07	$828.84
Classification	0.0	$0.00	$0.00
	352.0		**$52,793.04**
UPSET LIMIT FEE ESTIMATE	**Order 3 BUILD Grant / TMCI Project Public Enga**		
Check=	352		$52,793.04

Representing	Print Name
Teton County	
Consultant:	

ATTACHMENT "B"
Task Work Order 3 BUILD Grant / TMCI Project Public Engagement
Fee Sheet

	JOB CLASSIFICATION	k Order 3 BUILD Grant / TMCI Project Public En		
		MAN HOURS	RATE	TOTAL SALARIES
Contract No.: TBD	Principal Communications and Public Outreach Expert	475.0	$215.00	$102,125.00
	Director Communication and Public Outreach Expert	300.0	$155.00	$46,500.00
	Director- Strategy and Marketing	70.0	$155.00	$10,850.00
Task Work Order 3 BUILD Grant / TMCI Project Public Engagement	Manager - Graphic Designer	120.0	$125.00	$15,000.00
	Direct Costs	1.0	$20,000.00	$20,000.00
	Classification 6	0.0	$100.00	$0.00
	Classification X	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
DATE:	Classification	0.0	$100.00	$0.00
Date: X/XX/XXXX	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
DESCRIPTION:	Classification	0.0	$100.00	$0.00
BUILD Grant Administration & Project Component Design and Management	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
FY 21	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
CONSULTANT:	Classification	0.0	$100.00	$0.00
Three Elephant Public Relations	Classification	0.0	$100.00	$0.00
	Classification	0.0	$100.00	$0.00
		965.0		**$194,475.00**
	UPSET LIMIT FEE ESTIMATE	Order 3 BUILD Grant / TMCI Project Public Enga		
	Check=	965		$194,475.00
	Representing	**Print Name**		
	Teton County			
	Consultant: **Three Elephant Public Relations**			

EXHIBIT C4
Funding Partners' Agreement RE: BUILD Consultant

Attachment "B" Fee Sheet To
Task Work Order 4 - Real Estate Services
BUILD Grant Administration & Project Component Design and Management

Date: X/XX/XXXX

Contract No.: TBD
Jorgensen Associates

		Task Work Order 4 - Real Estate Services	
Prime Consultant:	**Certification**	**Staffhour Total**	**Total $**
Jorgensen Associates	*SBE*	0.0	$0.00
Subconsultants:			
Agrostis		0.0	$0.00
Alta Planning and Design		0.0	$0.00
Biota Research	*SBE*	0.0	$0.00
Cambridge Systematics		0.0	$0.00
Harmony Design and Engineering	*DBE, SBE*	0.0	$0.00
HDR		1,656.0	$400,868.80
KLJ		0.0	$0.00
LSC Transportation Consultants		0.0	$0.00
Plan One Architects	*SBE*	0.0	$0.00
Three Elephant Public Relations		0.0	$0.00
Subtotal Subconsultants:		**1,656.0**	**$400,868.80**
Total =		**1,656.0**	**$400,868.80**

PARCEL COUNTS AND COST ARE ESTIMATES AND TO BE FINALIZED THROUGH CONCEPT DESIGN

Project	Agency	Estimated %	Estimated Cost
Stilson Transit Center	**Teton Co., WY**	**6.000%**	**$24,052.13**
Stilson Transit Center	**Town of Jackson, WY**	**5.000%**	**$20,043.44**
Wilson to Snake River Pathway	**Teton Co., WY**	**19.300%**	**$77,367.68**
Downtown Wilson Corridor	**Teton Co., WY**	**57.934%**	**$232,239.33**
Driggs Pathway to Airport *	**City of Drigs, ID**	**1.766%**	**$7,079.34**

*** NOTE:**
1.City of Driggs to self perform ROW services exept for $7,080 worth of A/E Consultant minor assistance and will be reflected in the Task Work Order 4 fee sheet. If additional Real Estate Services assistance is required for acquisition services at a later date, a Task Work Amendment would be required.
2. Estimtes are based on number of parcels and differing level of effort for each parcel

Baseline Road/ SH-33 Turn & Passing Lanes	**ITD**	**10.0%**	**$40,086.88**

ATTACHMENT "B"
Task Work Order 4 - Real Estate Services
Fee Sheet

	JOB CLASSIFICATION	Task Work Order 4 - Real Estate Services		
		MAN HOURS	RATE	TOTAL SALARIES
Contract No.: TBD	Managing Principal	8.0	$272.45	$2,179.60
	Project Manager I	340.0	$145.87	$49,595.80
	Program Manager I	68.0	$246.19	$16,740.92
Task Work Order 4 - Real Estate Services	Right of Way Agent IV	213.0	$177.67	$37,843.71
	Right of Way Agent II	667.0	$134.45	$89,678.15
	Right of Way Agent II	24.0	$150.25	$3,606.00
	Right of Way Agent I	304.0	$98.91	$30,068.64
DESCRIPTION:	Project Controller	32.0	$137.14	$4,388.48
BUILD Grant Administration & Project Component Design and Management	Appraisers/ Title Company	1.0	$137,000.00	$137,000.00
	Direct Costs	1.0	$29,767.50	$29,767.50
	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
DATE:	Classification	0.0	$0.00	$0.00
Date: X/XX/XXXX	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
CONSULTANT:	Classification	0.0	$0.00	$0.00
HDR	Classification	0.0	$0.00	$0.00
	Classification	0.0	$0.00	$0.00
		1,656.0		**$400,868.80**
	UPSET LIMIT FEE ESTIMATE	**Task Work Order 4 - Real Estate Services**		
	Check=	1656		$400,868.80
	Representing	**Print Name**		
	Teton County			
	Consultant:			

STAFF REPORT

Meeting Date:	21 June 2021	**Meeting Title:**	Town Council Regular
Submitting Department:	Public Works	**Presenter:**	Brian Lenz, Town Engineer
Agenda Item:	P21-108: Water Main Bill of Sale and SIA Amendment	**Public Comment:**	Yes

Purpose & Policy Considerations.
Town Council approval of the First Amendment to the Subdivision Improvement Agreement and a Bill of Sale to convey the water mains constructed by the Subdivider, pursuant to an approved Development Plan P14-049 and Subdivision Improvement Agreement, for the Rzeka (Farmhouse) live work units located at 1200 S. Hwy 89.

Requested Action.
Staff requests Council approve the First Amendment to the Subdivision Agreement between Rzeka LLC and the Town and the Bill of Sale.

Recommendations.
Staff recommends Council approve the Bill of Sale and First Amendment to the SIA.

Background.
Subdivider submitted a Final Development Plan (FDP) (P14-049) for fifteen (15) Live-work units located at 1200 South Highway 89; Jackson, WY 83001, which was approved by Town Council on August 18, 2014. As part of the platting process and following construction of the development, the Subdivision Improvement Agreement was executed February 1, 2017. Water mains constructed by the Subdivider are to be conveyed to the Town in accordance with the FDP. The water main improvements have been installed and completed for over a year with a warranty bond held, which satisfies the intent of the SIA.

Analysis.
While all conditions of the SIA have been met, the terms of the SIA would require the Town hold the warranty and bond for another year following Town Council approval of the Bill of Sale. Amending the SIA in writing with an amendment to the SIA is in accordance with the SIA. The amendment acknowledges that the intent of the SIA has been met and modifies it such that warranty and bonds can be released following Town Council approval of the amendment and Bill of Sale. The Bill of Sale is the current practice for conveyance of utilities constructed by a private developer.

Alternatives (Optional).
1. Approve the Bill of Sale and First Amendment to the SIA
2. Deny the Bill of Sale and First Amendment to the SIA
3. Approve the Bill of Sale and Deny the First Amendment to the SIA, requiring the bond to be held for one year from Bill of Sale Execution
4. Continue the Item

Comprehensive Plan & Priority Alignment.
This project *supports* the Town Comprehensive Plan under Common Value #2- Growth Management:
- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood

Fiscal Impact.
The Bill of Sale will transfer ownership of the water mains from the Rzeka to the Town.

There are ongoing costs associated with maintenance, repair, and replacement of extensions to the water distribution system.

Staff Impact.
Following execution and recordation of the First Amendment and the Bill of Sale, Public works staff will incorporate operations of the water mains into their maintenance program.

Attachments or Links.

1. Bill of Sale and associated exhibits
2. First Amendment to the SIA
3. Executed Subdivision Improvement Agreement

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

I move to approve the Bill of Sale and First Amendment to the Subdivision Improvement Agreement between Rzeka LLC and the Town of Jackson as presented and, upon final approval of the documents by the Town Engineer and Town Attorney, authorize the Mayor to execute all necessary Agreements.

BILL OF SALE

Know all men by these presents that **RZKEKA LLC**, a Wyoming limited liability corporation, of PO Box 184, Stillwater, MN 55082, GRANTOR, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt hereof is hereby acknowledged, do hereby bargain, sell, grant, convey, transfer, and deliver unto the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001, GRANTEE, the following described infrastructure related to the Rzeka [Farmhouse] Live-Work Townhouse Addition to the Town of Jackson Development (P14-049) (the "FDP"), and the Subdivision Improvement Agreement dated February 1, 2017 (Doc. 0922627) (the "SIA") to have and to hold the same unto itself, its heirs, legatees, and debtatees, administrators, successors and assigns forever:

> **Water mains located within Lot 16 of the Farmhouse Live Work Townhome Addition to the Town of Jackson, Plat 1371 (Dedicated, non-exclusive utility easement), specifically excluding all fire services, water services, fire hydrant laterals, fire hydrants, and irrigation (the "Lot 16 Water Mains") as shown on Exhibit A; and,**
>
> **Water mains located within the WYDOT right of way constructed as part of the Farmhouse Live Work Townhome Addition to the Town of Jackson, Plat 1371, (the "Off Site Water Mains") as shown on Exhibit A.**
>
> **Collectively (the "Water Mains") as shown on Exhibit A.**

Grantor hereby covenants with the Grantee that it is the lawful owner of the Water Mains; and that it will forever warrant and defend the same against the lawful claims and demands of all persons whomsoever except those claiming through Grantee.

Such Water Mains shall be subject to and shall carry a guarantee and warranty for defects in workmanship and materials in accordance with the First Amendment to the Development Agreement between the Grantor and Grantee, effective date _____, 2021 (Doc. _____).

ATTACHMENTS: EXHIBIT A to Bill of Sale: Record Drawings

[SIGNATURE PAGES FOLLOW]

WITNESS my hand this _____ day of _____, 2021.

TOWN OF JACKSON, WYOMING

By: _____
Hailey Morton Levinson, Mayor

Attest: _____
Lynsey Lenamond, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Lynsey Lenamond, as Town Clerk of the Town of Jackson, this _____day of _____, 2021.

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

RZEKA, LLC

By: _____
Darren Senn, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Darren Senn, as Manager of Rzeka, LLC, this _____day of _____, 2021.

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

EXHIBIT A
TO BILL OF SALE
PAGE 1 of 2

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

Date : 12/8/2017

Randy Schrauder
(Engineer's Name, Printed)

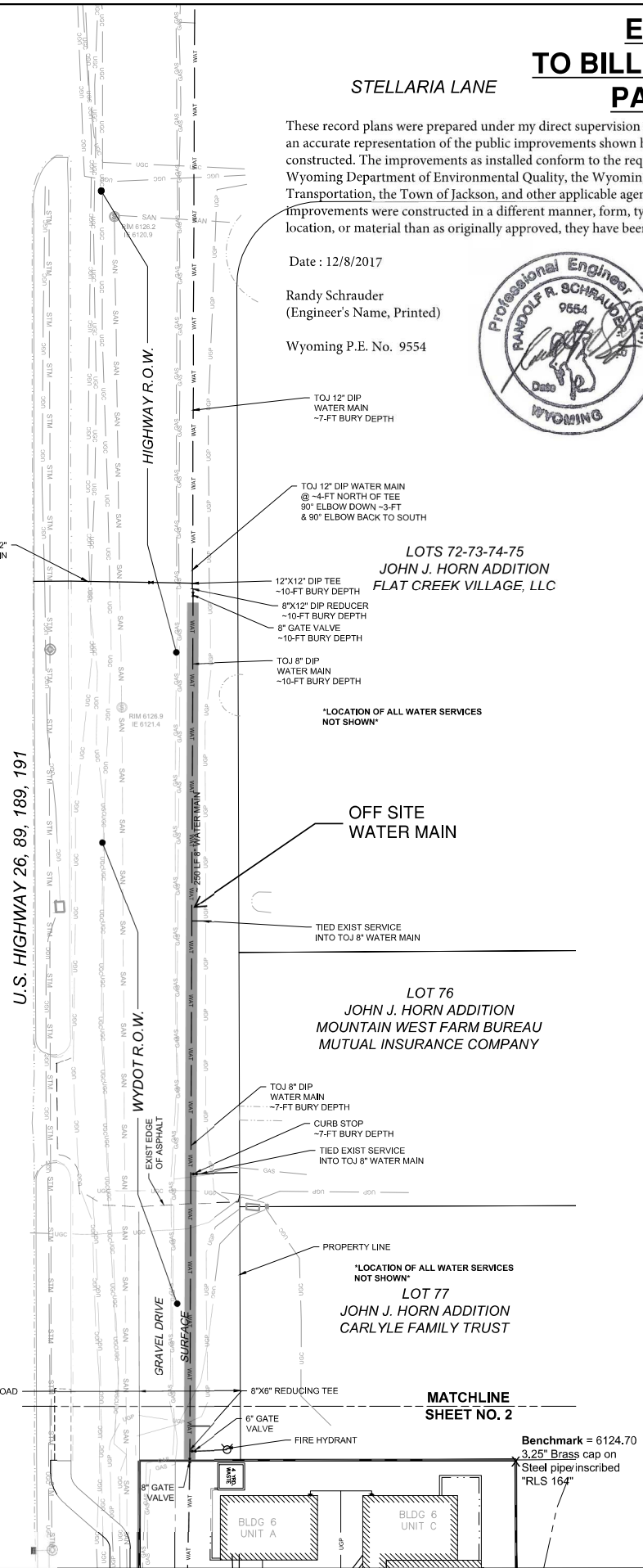
Wyoming P.E. No. 9554

Professional Engineer (Civil) RANDOLF R. SCHRAUDER 9554 Date WYOMING

NOTES:

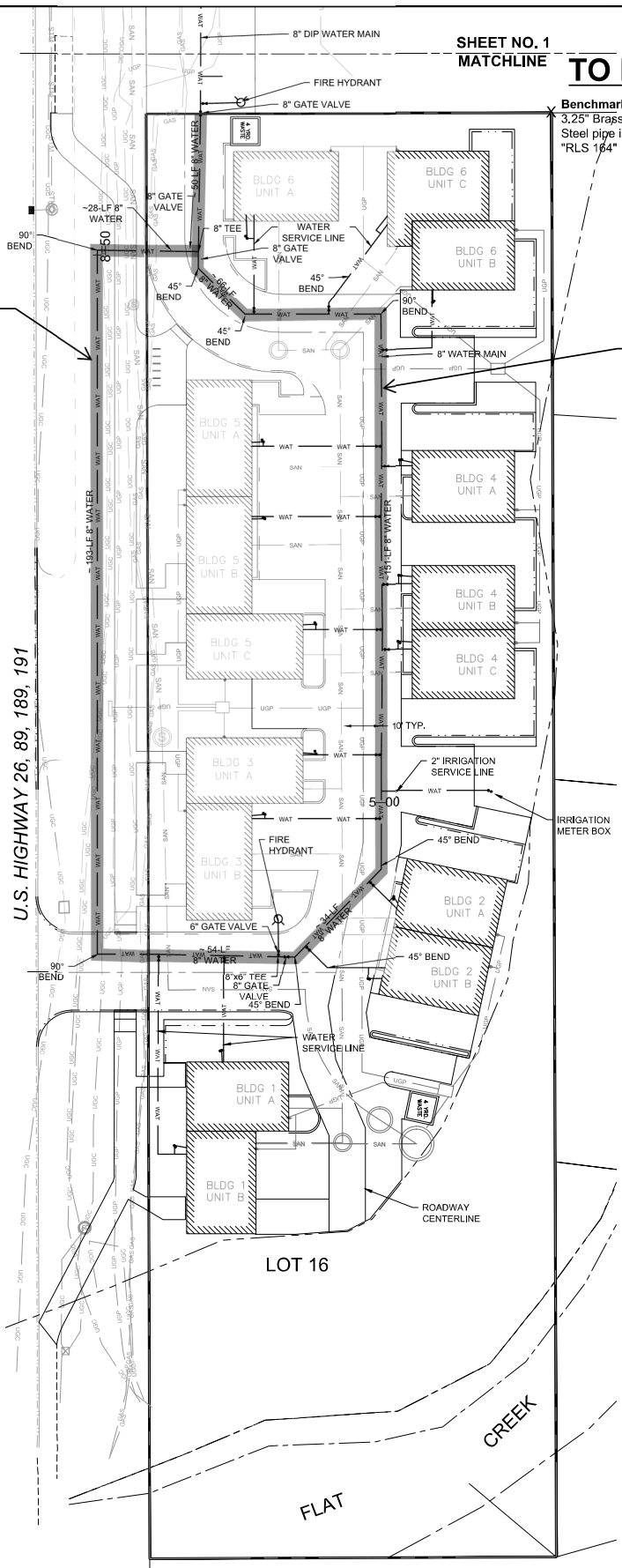
1. WATER & SEWER MAINS WITHIN WYDOT ROW ARE PUBLIC, OWNED & MAINTAINED BY TOJ.
2. WATER MAIN WITHIN RZEKA LIVE WORK LOT 16 (DEDICATED, NON-EXCLUSIVE UTILITY EASEMENT), TO BE PUBLIC, OWNED & MAINTAINED BY TOJ.
3. SANITARY SEWER MAINS INCLUDING LIFT STATION, WITHIN RZEKA LIVE WORK LOT 16 UP TO POINT OF TIE-IN TO EXISTING SANITARY MANHOLE, TO BE PRIVATE, OWNED & MAINTAINED BY HOA.
4. CHANGES TO WYOMING DEQ PERMITTED PLANS INCLUDE LAYOUT AND DETAIL C10.12 ONLY.

Basis of Bearing:
West 1/4 Corner Section 5
State Plane Coordinates - Wyoming West
1406877.667, 2436122.899
N00d01m29sW, 261.09-feet
NW Corner Section 5
State Plane Coordinates - Wyoming West
1409495.837, 2436144.558



SCG Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration P.O. Box 6482 • 25 S. Gros Ventre Jackson, WY. 83002 • Jackson, WY 83001 www.scgengineering.com • 307.413.4399	PROJECT TITLE: RZEKA LIVE WORK 1200 S BROADWAY HWY 89 TOWN OF JACKSON TETON COUNTY, WYOMING	DRAWING TITLE: WATER LINE AS-CONSTRUCTED PLAN – NORTH	REV. / DESCRIPTION: / BY: / DATE: A / AS-BUILT PLANS / GL / 08/27/15	CHECKED BY: RS PROJECT NO. 110-14-1	SCALE: 1"=15' (24"x36" SHEET)	SHEET NO. 1

EXHIBIT A
TO BILL OF SALE
PAGE 2 of 2



NOTES:

1. WATER & SEWER MAINS WITHIN WYDOT ROW ARE PUBLIC, OWNED & MAINTAINED BY TOJ.
2. WATER MAIN WITHIN RZEKA LIVE WORK LOT 16 (DEDICATED, NON-EXCLUSIVE UTILITY EASEMENT), TO BE PUBLIC, OWNED & MAINTAINED BY TOJ.
3. SANITARY SEWER MAINS INCLUDING LIFT STATION, WITHIN RZEKA LIVE WORK LOT 16 UP TO POINT OF TIE-IN TO EXISTING SANITARY MANHOLE, TO BE PRIVATE, OWNED & MAINTAINED BY HOA.
4. CHANGES TO WYOMING DEQ PERMITTED PLANS INCLUDE LAYOUT AND DETAIL C10.12 ONLY.

Basis of Bearing:
West 1/4 Corner Section 5
State Plane Coordinates - Wyoming West
1406877.667, 2436122.899
N00d01m29sW, 261.09-feet
NW Corner Section 5
State Plane Coordinates - Wyoming West
1409495.837, 2436144.558

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

Date : 12/8/2017

Randy Schrauder
(Engineer's Name, Printed)

Wyoming P.E. No. 9554

SCG Summit Consulting Group

Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration

P.O. Box 6482 • 25 S. Gros Ventre
Jackson, WY. 83002 • Jackson, WY 83001
www.scgengineering.com • 307.413.4399

PROJECT TITLE:
RZEKA LIVE WORK
1200 S BROADWAY HWY 89
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING TITLE:
WATER LINE
AS-CONSTRUCTED
PLAN – SOUTH

REV.	DESCRIPTION:	BY:	DATE:
A	AS-CONSTRUCTED PLANS	GL	08/27/15

PROJECT NO. 110-14-1
CHECKED BY: KS

SCALE: 1"=15' (24"x36" SHEET)

SHEET NO. 2

FIRST AMENDMENT to
SUBDIVISION IMPROVEMENT AGREEMENT
Rzeka LLC

THIS FIRST AMENDMENT TO THE SUBIDIVSION AGREEMENT (the "Amendment") dated this _____day of _____, 2021, by and between RZEKA, LLC, a Wyoming limited liability company, hereinafter referred to as "Subdivider," and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town," provides as follows:

WHEREAS, the Subdivider submitted a Final (Major) Development Plan for fifteen (15) Live-Work units located at 1200 South Highway 89; Jackson, WY 83001, which was approved by Town Council on August 18, 2014 (the "FDP"); and**.**

WHEREAS, the Subdivider and the Town executed that certain Subdivision Improvement Agreement dated February 1, 2017 and recorded in the Office of the Teton County Clerk on February 23, 2017 as document 0922627 (the "SIA"), which burdens all of that certain real property specifically described on the Final Plat 1371 for Farmhouse Live Work Townhome Addition to the Town of Jackson recorded in the office of the Teton County Clerk; and,

WHEREAS, the FDP provides that water mains within the WYDOT ROW are public, owned and maintained by Town, and that the water main within Rzeka [Farmhouse] Lot 16 are public, owned and maintained by Town; and

WHEREAS, Section 9 of the SIA provides that all work and improvements required pursuant to the SIA and ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider posted a bond in the amount of $25,000; and**,**

WHEREAS, on October 3, 2018 the Subdivider via written email requested to release the bond; and,

WHEREAS, according to Section 8 of the SIA the work required by the SIA was complete at the time of execution of the SIA, and, since more than one (1) year has passed since said execution, the parties desire to release the bond and record that all obligations of the SIA have been met; and,

WHEREAS, the Subdivider does hereby waive and release any and all liens and claims and right of liens under the statutes of the State of Wyoming on the FDP and improvement thereon, and on the monies or other considerations due or to become due from the Subdivider, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the FDP and that there is no claim, either legal or equitable, to defeat the validity of said waivers; and,

WHEREAS, pursuant to the requirement of Section 17 of the SIA the Subdivider and the Town desire to modify the SIA in writing pursuant to the terms and conditions set forth herein and obtained the approval of the Town Council for such modification on June 21, 2021**.**

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties to the other, the Town and Subdivider on its own behalf, and on behalf of any and all successors in interest or assigns, mutually covenant and agree as follows:

9. WARRANTY:

Section 9 is hereby amended to state the following:

All work and improvements required pursuant to this Agreement and the ordinances of the Town have been installed and operable for more than one (1) year from the execution date of the SIA and are no longer subject to warranty and all bonds can be released.

12. RELEASE OF SECURITY:

Section 12.B.2 Request for Acceptance is hereby amended to state the following:

Upon completion of the improvements, the Subdivider may request, in writing, the acceptance thereof.

Section 12.B.6 Notification of Acceptance is hereby amended to state the following:

Upon approval of a Bill of Sale by the Town Council, the Town Engineer shall provide the Subdivider a Bill of Sale for execution and recording.

14. ACCEPTANCE:

The following paragraph shall be added to the end of Section 14:

The date of acceptance shall be the date of recordation of a Bill of Sale. Said Bill of Sale shall be recorded in the office of the Teton County Clerk at the Subdivider's sole cost.

Execution and Recordation of Bill of Sale (Doc. _____) hereby fulfills all of the Subdivider's obligations of the SIA.

[Signature Page Follows]

TOWN OF JACKSON, a municipal corporation of the State of Wyoming

By: _____
Hailey Morton Levinson, Mayor

Attest: _____
Lynsey Lenamond, Town Clerk

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, in their capacity as Mayor of the Town of Jackson, and Lynsey Lenamond, in their capacity as Town Clerk of the Town of Jackson, this_____day of____, 2021.

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

RZEKA LLC:
By: Darren Senn, Manager

ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Darren Senn, Manager of the Jackson Rzeka LLC, a Wyoming Limited Liability Company, this_____day of_____, 2021.
Witness my hand and official seal.

_____
Notary Public
My commission Expires:

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT dated this __1st__ day of February, 2017 by and between Rzeka, LLC a Wyoming limited liability company, hereinafter collectively referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, Subdivider submitted a Final (Major) Development Plan for fifteen (15) Live-work units located at 1200 South Highway 89; Jackson, WY 83001, which was approved by Town Council on August 18, 2014; and

WHEREAS, The Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a subdivision Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this Agreement for this Final Development Plan designated as the Farmhouse Live Work Townhome Addition to the Town of Jackson.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on August 18, 2014 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, and the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is

limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this Agreement shall be in accordance with said improvement plans and specifications. No construction of required public or private improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies.

The Subdivider, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:

The utility improvements have been completed. The Subdivider has posted a security of twenty-five thousand dollars ($25,000) for the development of the utilities.

5. AFFORDABLE HOUSING:

Affordable Housing Obligation. There are no affordable housing obligations required for this project. The project is exempt from affordable housing exactions.

6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and

installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

7. EXACTIONS:

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	$ 23,625.00
School Exaction:	$ 30,000.00
Affordable/Employee:	$ Not Applicable

8. TIME FOR COMPLETION:

The subdivision improvements required pursuant to this Agreement are complete.

9. WARRANTY:

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds, appropriate letters of credit, or keep existing security in place to secure the warranties in the amount of twenty-five thousand dollars ($25,000).

10. LIABILITY:

Not applicable, the subdivision improvements required pursuant to this Agreement are complete.

11. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide notice for a representative of the Town to be present at the test or placement.

12. RELEASE OF SECURITY:

A. Release. As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the guarantee. Upon inspection and approval, the Town Engineer shall release the requested amount of the guarantee. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications and/or requirements, the Town Engineer shall draw and expend from the bond, letter of credit, deposit of collateral or other form of financial assurance, such funds as may be necessary to construct the improvements.

No implied certification of compliance. Release of the improvements guarantee does not constitute certification of compliance with the standards of the Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the Subdivider.

B. Acceptance by the Town

1. Prior to acceptance. The Town shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the street or other improvement has been formally accepted by the Town.
2. Request for acceptance. Upon completion of the improvements, the Subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located.
3. Final inspection. Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the Land Development Regulations. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.
4. Record drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible .dwg file depicting the improvements and property boundaries, and a permanent benchmark. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.

5. Certification. The following certification by the project engineer shall appear on the face of the record drawings:

   Records Plans Certificate

   These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

   _____ _____

   (Engineer's Signature) Date

   _____

   (Engineer's Name, Printed)

   Wyoming P.E. No. _____

6. Notification of acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the Subdivider in writing of the Town's acceptance.
7. Responsibility to maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

13. DEVELOPMENT COORDINATION:

Not Applicable. The Subdivider has completed the improvements for the development and paid their park and school exaction fees.

14. ACCEPTANCE:

The Town agrees to accept the improvements only upon proper completion of the public and private infrastructure improvements as set forth in article 3 of this Agreement, and the satisfactory testing and inspection and acceptance of said improvements as set forth in articles 11 and 12 of this Agreement. The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted.

15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

[Not Applicable]

The reimbursement shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by Subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

16. NOTICES:

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
PO Box 1687
Jackson, WY 83001

Subdivider: RZEKA, LLC
P.O. Box 184
Stillwater, MN 55082

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS:

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY:

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

19. SEVERABILITY:

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

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

By: _____
Pete Muldoon, Mayor

Attest: _____
Sandy Birdyshaw, Town Clerk

APPROVED AS TO FORM:

By: _____
Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:

By: _____
Brian T. Lenz, Town Engineer

By: _____
Tyler Sinclair, Town Planning Director

SUBDIVIDER

By: _____

Name: Darren Senn

Of: Rzeka, LLC

Title: MGR

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this 21 day of February, 2017.

Witness my hand and official seal.

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES: 12-17-17

Notary Public

My commission Expires: 12-17-2017

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandra Birdyshaw as Town Clerk of the Town of Jackson this 22 day of February, 2017.

Witness my hand and official seal.

SHELLIE M ARELLANO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 5.2.20

Notary Public

My commission Expires: 5.2.20

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 21 day of February, 2017

Witness my hand and official seal.

Notary Public

My commission Expires:

KELLY BOWLIN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 2-10-19

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian T. Lenz as Town Engineer of the Town of Jackson this 16th day of February, 2017.

Witness my hand and official seal.

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES: 12-17-17

Sandra P. Birdyshaw
Notary Public

My commission Expires: 12-17-17

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 21 day of February, 2017.

Witness my hand and official seal.

KELLY BOWLIN NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires 2-10-19

Kelly Bowlin
Notary Public

My commission Expires: 2-10-19

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me by Darren Senn, of Rzeka, LLC as its Manager, this 1st day of February, 2017

Witness my hand and official seal.

KRISTEN E HARPER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019

Kristen E Harper
Notary Public

My commission Expires: January 31, 2019

STAFF REPORT

Meeting Date:	21 June 2021	**Meeting Title:**	Town Council Regular
Submitting Department:	Public Works	**Presenter:**	Brian Lenz, Town Engineer
Agenda Item:	P21-005: Cache Creek Tube Diversion Utility Location Agreement for Genevieve Block	**Public Comment:**	Yes

Purpose & Policy Considerations.
Town Council to consider issuing a Bill of Sale for Rendezvous Land Conservancy (RLC) to purchase their portion of the constructed improvements and entering a Utility Location Agreement for RLC to perform ongoing operation and maintenance of the Cache Creek diversion system (Improvements) that will be constructed in the Town-owned public right-of-way (ROW).

Requested Action.
Staff requests Council approve the Bill of Sale and Utility Location Agreement between RLC and the Town.

Recommendations.
Staff recommends Council approve the Bill of Sale and Agreement.

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

Analysis.
The Improvements are not part of the Town's infrastructure but were authorized to be constructed concurrently with the Town's Cache Creek Tube Phase 2D capital infrastructure project to minimize impacts to the public and share costs of construction. This Bill of Sale will transfer ownership of the Improvements to RLC, and this Utility Location Agreement defines the roles and responsibilities of the Town and RLC pertaining to the ownership and ongoing maintenance of the Improvements. The Town additionally retains the right to operate flow valves, gates, etc. in order to maintain flows necessary to fulfill water rights of others and regulate our stormwater system.

Alternatives (Optional).

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

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

This diversion poses a minor negative impact in that the flow diverted from the channelized creek bypasses the treatment unit. However, the amount of flow diverted is miniscule (a "drop in the bucket" so to speak) and the inclusion

of the treatment unit in CCT2D introduces treatment to this area of Town where runoff to the Creek has historically gone untreated, making the project on the whole a great improvement to water quality.

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

- Principle 3.3: Manage growth predictably and cooperatively
- Principle 3.5: Manage local growth with a regional perspective
- Principle 4.4: Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood

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

Fiscal Impact.
The Bill of Sale will transfer ownership from the Town to RLC of the Improvements for the amount it cost the Town to construct them with the CCT2D project.

The Utility Location Agreement does not impact Town finances.

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

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

Attachments or Links.
Utility Location Agreement and associated exhibits

Bill of Sale and associated exhibits

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

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

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

TOWN OF JACKSON
UTILITY LOCATION AGREEMENT

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

RECITALS

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

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

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

Together the ("*Public Way*");

WHEREAS, Grantee is the owner of certain undeveloped real property located on the southwest corner of Bruun Boulevard and East Deloney Avenue through which the open Cache Creek Channel historically flowed (the "Open Channel"). Grantee has an interest in continuing the conveyance of water through the Open Channel from the Improvements;

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

WHEREAS, TOJ has contracted to construct the Cache Creek Tube Phase 2D, Town Project 20-18, described on Exhibit A ("*Cache Creek Tube Infrastructure*") and the Improvements, both of which are proposed along a common alignment within East Broadway Avenue and Bruun Boulevard, on the premise that there are considerable cost savings and reduced public impacts for both parties if the TOJ constructs the Improvements as part of its Cache Creek Tube Phase 2D project and then conveys them to Grantee; and

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

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

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

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

AGREEMENT

1. Grant of Location. Grantor hereby grants permission to Grantee to occupy the Utility Location as long as said location is used for the purposes of operating, inspecting, repairing, maintaining, reconstructing, replacing, and/or removing the Improvements, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, and junction boxes. Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall have access to the Utility Location within the Public Way subject to the terms and conditions herein, the Jackson Municipal Code, the Land Development Regulations and any permitting requirements at the time of the work.

2. Conveyance of Improvements; Responsibilities of the Grantee. Grantor shall convey the Improvements to Grantee pursuant to a bill of sale substantially in the form attached hereto as **Exhibit B** (the "*Bill of Sale*"). Following conveyance of the Improvements to the Grantee by the Bill of Sale, the Grantee shall:
    A. Be responsible for the upkeep, inspection, maintenance, repair, cleaning and like obligations associated with Grantee's ownership of such Improvements.
    B. Contribute 50% of the cost of ownership, maintenance, and repair of the diversion structure CT 2D-3 as shown on **Exhibit A** that serves both the Cache Creek Tube Infrastructure and the Improvements.
    C. Be solely responsible for keeping the Improvements, their gate valve , and diversion within the diversion structure unobstructed.
    D. Timely acquire all necessary permits and pay any fees and bonds associated with future work pertaining to the Improvements to exercise its right under this Agreement for planned construction, repair or maintenance.
    E. Prior to final completion of any work on the Improvements i) repair, replace, or rebuild any items damaged on account of any work within the Public Way, including but not limited to damaged asphalt, sidewalks, curb and gutter, Cache Creek Tube Infrastructure, stormwater, water, sewer, or other existing underground utilities; ii) restore the Public Way to the higher standard of either TOJ Construction Standards in effect at the time the work is completed or better condition to which it was found immediately prior to the commencement of any work done by Grantee, or Grantee's employees, agents or contractors, within the Public Way; and iii) comply with all permit conditions of approval.
    F. Perform such work in a workmanlike manner and consistent with TOJ Construction Standards. Grantor shall have the opportunity to review and approve all work to restore the Public Way and to satisfy conditions of approval for permitted work to ensure consistency with subsections B and C of this paragraph.

G. Upon request of any excavator or person, locate its Improvements in accordance with Wyo. Stat. Ann. § 37-12-302, as amended, as well as any other applicable state statutes governing the ownership and operation of underground utilities.

3. Relocation of System.
   A. Grantee may be required to remove and relocate the Improvements, upon notice as set forth below in subsection B of this Section: (a) to share use of the Public Way with other entities; or (b) to ensure that the Improvements do not unreasonably interfere with the use of the Public Way by the public or present a risk to public health or safety. To the extent that Grantee is required to remove or relocate the Improvements it shall be at no cost to Grantor; however, if such removal or relocation is to share the use of the Public Way by a third party, nothing herein prevents Grantee from seeking compensation from that third party, or from raising a claim that the obligation to share is being applied in a manner inconsistent with applicable law.
   B. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Grantor, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the Improvements interfere in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, Grantor shall provide written notice to Grantee and the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within thirty (30) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Grantor), protect or relocate the Improvements, as may be directed by the Grantor or other governmental authority.
   C. In any case where the Improvements must be relocated, Grantee may, as an alternative to removing its Improvements, abandon the Improvements in place, except as the Grantor or other governmental authority may otherwise direct. If funds are available to users of the Public Way for relocation, nothing herein prevents Grantee from seeking funding for relocation.
   D. In the event that relocation of the Improvements outside of the Utility Location is required, Grantor agrees to identify a new utility location and work in good faith to execute an agreement for the relocation of the Improvements.

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

5. Flow of Available Water. Grantor agrees to make reasonable efforts to continue the diversion of available Cache Creek water flows into the Cache Creek Tube Infrastructure allowing that water to then be diverted into the Improvements for delivery to the Open Channel beginning in the middle of May and ending in early October. Notwithstanding the foregoing, Grantor does not guarantee any flow of water to the Improvements and Grantor reserves the right to manage water passing through the Cache Creek Tube as required by applicable law and public safety. This Agreement does not create, alter, or amend any water rights issued and or administered by the Wyoming State Engineer or State Board of Control or otherwise address water rights regulated by those agencies.

6. Reservations of Grantor.
Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, and successors and assigns any and all rights it may have to:

   A. Relocate the Cache Creek Tube Infrastructure, which may terminate the diversion of flows to the Improvements. In the event that Grantor seeks to assert such rights, it agrees to provide the Grantee at least 90 days advance written notice of any plans to relocate the Cache Creek Tube Infrastructure that may terminate the diversion of flows to the Improvements. During such 90 day period, Grantor shall work in good faith with Grantee for a mutually agreeable solution that will maintain the diversion of flows to the Improvements. Notwithstanding the foregoing, Grantor does not guarantee any diversion of flows to the Improvements will be maintained. Failure to provide notice does not limit or affect the Town's right, if any, to relocate the Cache Creek Tube Infrastructure.
      i. In the event the Grantor relocates the Cache Creek Tube Infrastructure bypassing the diversion to the Improvements, nothing herein prevents Grantee from seeking agreements with other private property owners to maintain a diversion to the Improvements and the Grantee's property adjacent to the Public Way.
   B. Control the gate valve and weirs in the vault for purposes of controlling the flow of water as described in Section 4 above.

7. Obstructions. Grantor shall have the right to remove, and keep removed, all or parts of any improvement, that is located within the Public Way which endangers or in any way interferes with the construction, efficiency, or convenient and safe operation and maintenance of TOJ's Public Way.

8. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, specifically including all liability and responsibility for all loss of life, injury to persons, or damage to the Improvements, and for any and all loss of life, injury to persons, or damage to the Public Way and for any and all loss of life, injury to persons, or damage from flooding as a result of work by the Grantee and Grantee's agents, contractors and subcontractors thereof within the Public Way. Grantor is not liable for any or all loss of life, injury to persons, or damages to property from flooding, back up, or the like into or out of the Open Channel as a result of damages to infrastructure, blockages, restrictions to flow, or the like through infrastructure or channels downstream of the Open Channel. The Grantor shall not be liable for any interruptions of water supply, scarcity of water, resulting from accidents or damages to the Grantor's infrastructure or private channels, or during the time of alterations, additions, or repairs, or for any other unavoidable causes. This indemnification includes, without limitation, reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith. The indemnification provided for herein shall not include indemnification for negligence of Grantor or for actions of Grantor which would otherwise make the indemnification void pursuant to Wyoming State Statutes.

9. Conflict of laws; Jurisdiction; Venue; Construction. This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was

negotiated by both Parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

12. Non-Waiver. Failure on the part of either party to exercise, or delay in exercising, any right hereunder shall not operate as a wavier thereof; nor shall any single or partial exercise by said party of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

14. Governmental Immunity. Grantor does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

15. Assignment. Grantee shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of Grantor.

16. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

17. Recording. Grantee, at its cost, shall record this Agreement in the Office of the Teton County Clerk.

GRANTOR:

TOWN OF JACKSON

_____

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

_____

By: Lynsey Lenamond
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

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

_____

Notary Public
My commission expires:

GRANTEE:

RENDEZOUS LAND CONSERVANCY:

_____

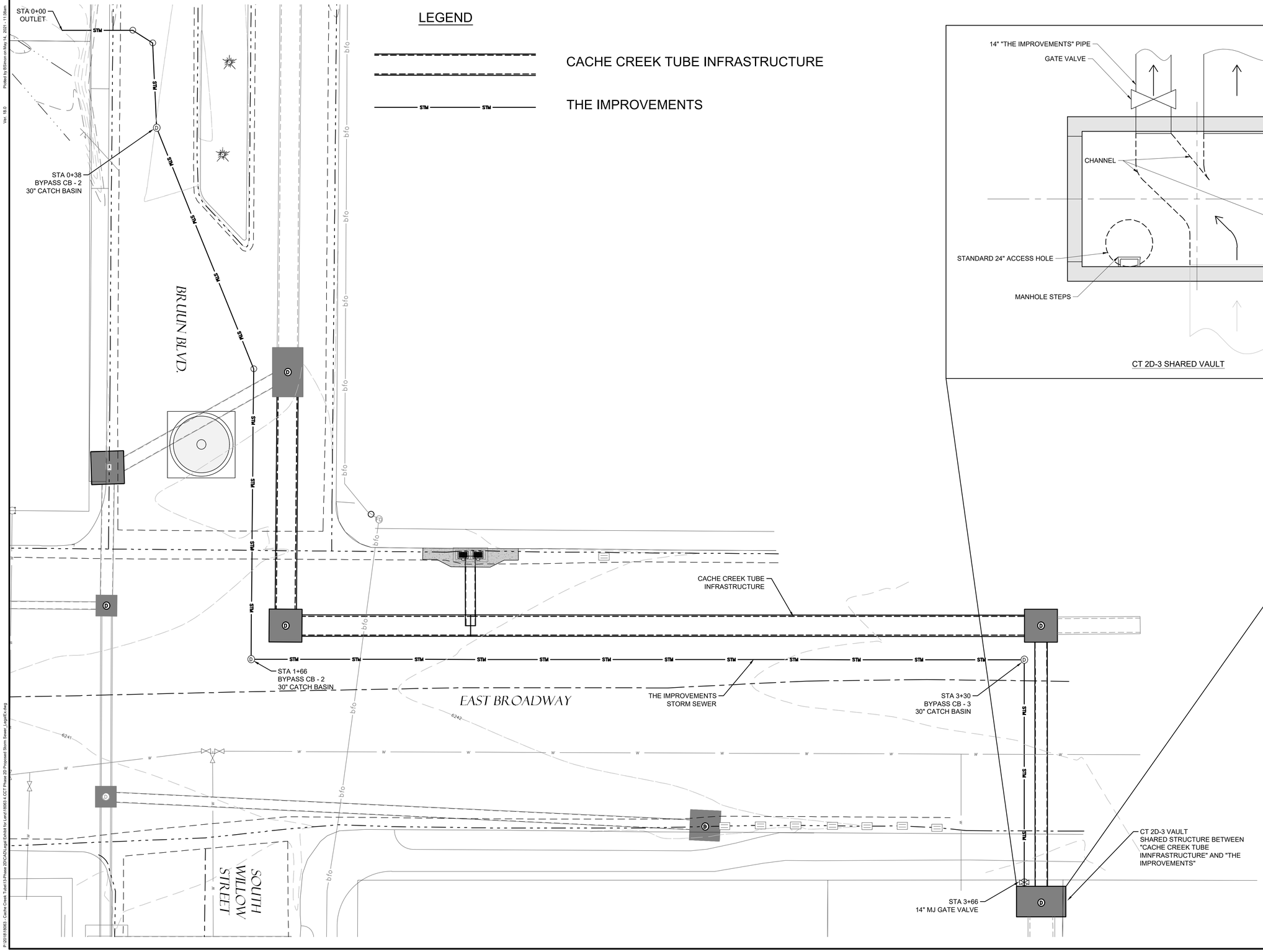
By: Scott Pierson
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

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

_____

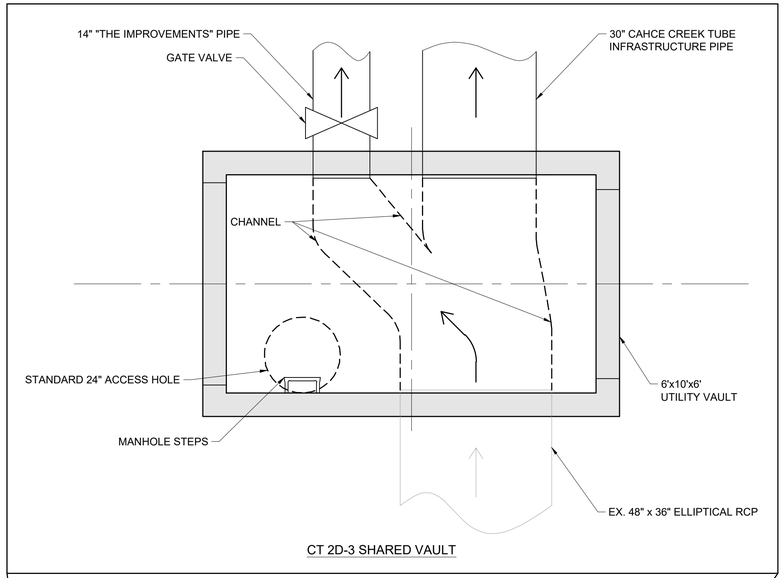
Notary Public
My Commission Expires:



LEGEND

CACHE CREEK TUBE INFRASTRUCTURE

THE IMPROVEMENTS



CT 2D-3 SHARED VAULT

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 22x34 PRINTS

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
CACHE CREEK TUBE
PHASE 2D
TOWN OF JACKSON PUBLIC WORKS
450 W. SNOW KING AVE
JACKSON, WYOMING

SHEET TITLE:
UTILITY LOCATION AGREEMENT
EXHIBIT A

DRAFTED BY:	BS
REVIEWED BY:	TK
PLAN VERSION	DATE
EXHIBIT A	2021-05-14

PROJECT NUMBER
18063

SHEET
EX. A

Ver. 18.0
Plotted by BSimon on May 14, 2021 - 11:38am
P:\2018\18063 - Cache Creek Tube\13-Phase 2D\CAD\Legal Exhibit for Lease\18063 4 CCT Phase 2D Proposed Storm Sewer_LegalEx.dwg

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001, GRANTOR, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt hereof is hereby acknowledged, do hereby bargain, sell, grant, convey, transfer, and deliver unto the RENDEZVOUS LAND CONSERVANCY, a Wyoming nonprofit organization, of P.O. Box 6430, Jackson, WY 83002, GRANTEE, the following described infrastructure related to the Cache Creek Tube Phase 2D, Town Project 20-18, and existing piping in accordance with Utility Location Agreement dated _____, 2021 (Doc. _____) (the "Location Agreement") to have and to hold the same unto itself, its heirs, legatees, and debtatees, administrators, successors and assigns forever:

> All infrastructure related to only those portions of the Cache Creek Tube Phase 2D project defined as the Improvements in the Location Agreement, all as shown on Exhibit A of the Location Agreement that is attached hereto for reference as Attachment 1.
>
> All existing infrastructure related to connecting the Open Channel, as that term is defined in the Location Agreement, to the Cache Creek Tube infrastructure in East Deloney Ave (the "Open Channel Outlet Piping").

Grantor hereby covenants with the Grantee that it is the lawful owner of the Improvements; and that it will forever warrant and defend the same against the lawful claims and demands of all persons whomsoever except those claiming through Grantee.

Such Improvements, excluding the Open Channel Outlet Piping that is conveyed as is without guarantee and warranty, shall be subject to and shall carry a guarantee and warranty for defects in workmanship and materials in accordance with the Agreement To Pay for Utility Installation Work in the Public Right of Way between the Grantor and Grantee, effective date February 10, 2021.

[SIGNATURE PAGES FOLLOW]

WITNESS my hand this _____ day of _____, 2021.

TOWN OF JACKSON, WYOMING

a municipal corporation

By: _____
Hailey Morton Levinson, Mayor

Attest: _____
Lynsey Lenamond, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Regular Town Council
Submitting Department:	Joint Housing	**Presenter:**	April Norton
Agenda Item:	Fee Pledge Document for 440 West Kelly Avenue.	**Public Comment:**	

Purpose & Policy Considerations.
In accordance with the executed ground lease for 440 West Kelly Avenue Workforce housing development partnership with Roller Development and Studio Tack, the Town Council ("Council") will consider one item:

1. Fee Pledge

The executed ground lease requires the Town to pledge the property to the lender.

Requested Action.
Council will review the fee pledge and either approve or reject the document.

Recommendations.
Staff recommends approving the Fee Pledge as presented.

Background.
On June 15, 2020 Council approved the ground lease agreement with West Kelly Partners LLC (Roller Development and Studio Tack) to develop deed restricted housing at 430 and 440 West Kelly Avenue.

The ground lease states in Article 4.6:

In addition to the Leasehold Mortgage, the Lender requires, and Lessor hereby agrees, that prior to the closing of the Loan, Lessor shall pledge the Property to Lender in form and substance approved by Lessor, Lessee and the Lender, such approval not to be unreasonably withheld. If Lessor fails to pledge Property required by this provision, Lessee shall have the right to terminate this Lease. The pledge contemplated by this Section is made in accordance with Wyoming Statutes §§15-10-103 et seq., as amended.

On June 10, 2021, Bank of Jackson Hole, Town staff, and the developer reviewed and finalized the Fee Pledge.

Analysis.
The pledge of the property has already been agreed to by the Council and the developer. The Fee Pledge formalizes Article 4.6 in the executed ground lease.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.
Comprehensive Plan Policy:

- Emphasize a variety of housing types. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- Create and develop Transitional Subareas. 4.3.b
- House at least 65% of the workforce locally. 5.1.a

- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Housing will be consistent with Character Districts. 5.2.b
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Prioritize lower-income, year-round housing. 2A
- Provide land as a public subsidy and build development partnerships. 2B
- Lead by example by housing public employees. 2C
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

Fiscal Impact.
The property was purchased by the Town and County for $1,703,416.03 in January 2019. The Town paid 45% of the purchase price or $766,537.21. The property was later transferred to the Town from the Jackson/Teton County Housing Authority.

Staff Impact.
Staff impact for the 430 and 440 West Kelly Avenue public-private partnership has been significant up to this point, falling in the Housing, Planning, and Legal Departments. The Legal Department has spent 60 hours working on this project over the past two years.

Attachments or Links.
Fee Pledge

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

I move to approve the Fee Pledge for the 430 and 440 West Kelly Avenue public-private partnership with Roller Development and Studio Tack to develop permanently deed restricted housing and authorize the Mayor to execute the Fee Pledge, subject to minor changes by the Town Attorney.

After Recording Return To:
Holland & Hart, LLP
P.O. Box 68
Jackson, WY 83001

PLEDGE (MORTGAGE)

THIS PLEDGE (MORTGAGE) (as it may be amended and modified from time to time, the "**Security Instrument**") is made as of June __, 2021, by and between the TOWN OF JACKSON, Wyoming ("**Grantor**"), whose mailing address is P.O. Box 1687, Jackson, Wyoming, 83001 and BANK OF JACKSON HOLE, a Wyoming corporation, its successors and assigns ("**Lender**"), whose mailing address is 990 W Broadway, Jackson, WY 83001.

RECITALS

A. The Grantor and 440 W KELLY PARTNERS LLC, a Wyoming limited liability company ("**Developer**") entered into a Ground Lease (Kelly Place Condominiums), dated as of June 25, 2020, which was recorded on July 31, 2020 as Document Number 0995408 and rerecorded on August 27, 2020 as Document No. 997345 with the County Clerk of Teton County, Wyoming (the "**Ground Lease**").

B. Pursuant to W.S. § 15-10-103(a), the Grantor has the power to own real and personal property, and sell, lease, exchange, transfer, assign, pledge or dispose of real and personal property or any interest therein, in relation to "housing projects," which provide, or assist in providing by any suitable method decent, safe and sanitary housing and related facilities to persons of low income.

C. The maturity date under the "Note" defined below is thirty months after the date of this Security Instrument.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby irrevocably pledges and mortgages to Lender to secure the payment of Developer's Obligations (defined below), under and subject to the terms and conditions hereinafter set forth, including, but not limited to, the Nonrecourse Provisions (defined below), the real property located in the Town of Jackson, Wyoming, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**");

TOGETHER WITH any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements now existing and to be demolished pursuant to the Ground Lease (defined below), and new improvements to be constructed by Developer pursuant to the Ground Lease (the "**Improvements**"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements, subject to the terms and provisions of Article II of this Security Instrument with respect to all leases and subleases of the Premises or Improvements now or hereafter existing or entered into, or portions thereof, granted by Grantor, and further subject to the right, power and authority hereinafter given to Grantor to collect and apply such rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Premises or the Improvements;

TOGETHER WITH all leasehold estate, right, title and interest of Grantor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Grantor thereunder including, without limitation, the Ground Lease, subject to the terms and provisions of Article II of this Security Instrument;

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Grantor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title, and interest of Grantor in (i) the property and interests in property described on Exhibit B attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Grantor that is now or hereafter located on or used in connection with the Premises or the Improvements, (iii) all other rights and interests of Grantor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Grantor, and (v) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "**Personal Property**");

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Grantor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Pledged Property (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Pledged Property (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby pledged and mortgaged may hereafter be collectively referred to as the "**Pledged Property**."

FOR THE PURPOSE OF SECURING (in such order of priority as Lender may elect) the following obligations of Developer (collectively, "**Developer's Obligations**"):

(a) payment of indebtedness in the aggregate principal amount of Five Million One Hundred Eighty-Five Thousand and No/100 Dollars ($5,185,000) ("**Loan**"), with

interest thereon, evidenced by the Promissory Note (the "**Note**") dated May 13, 2021, executed by Developer pursuant to that certain Business Loan Agreement between Developer and Lender of May 13, 2021 (as it may be amended, modified, extended, restated and/or renewed from time to time, the "**Loan Agreement**");

(b) payment of all sums advanced by Lender on behalf of Developer to protect the Pledged Property, with interest thereon equal to the default rate of interest set forth in the Note (which rate of interest is hereinafter referred to as the "**Agreed Rate**");

(c) payment of all other sums, with interest thereon, that may hereafter be loaned to Developer, or its successors or assigns, by Lender, or its successors or assigns when evidenced by a promissory note or notes reciting that they are secured by this Security Instrument;

(d) performance of every obligation of Developer contained in the Loan Documents (as defined below);

(e) performance of every obligation of Developer contained in any agreement, document, or instrument now or hereafter executed by Developer reciting that the obligations thereunder are secured by this Security Instrument, including, without limitation, all other obligations, agreements or indebtedness between Developer and any affiliate of Lender;

(f) for the benefit of Lender, compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Pledged Property is bound or may be affected, including, but not limited to the Ground Lease; and

(g) all other present or future, direct or indirect, absolute or contingent, liabilities, obligations and indebtedness of Developer to Lender, pursuant to any other loan or credit agreement, promissory note, Security Instrument, or other agreement for the benefit of Lender, and all further renewals, extensions, modifications, and restatements of the foregoing, whether or not Developer executed any extension agreement or renewal instruments.

This Security Instrument, the Note, the Loan Agreement, and any other deeds of trust, mortgages, agreements, assignments, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of Developer's Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "**Loan Documents**." Any term used or defined in the Uniform Commercial Code of Wyoming, as in effect from time to time, or under the Uniform Commercial Code, enforced from time to time, in any other state to the extent the same is the applicable law, ("**Uniform Commercial Code**"), and not defined in this Security Instrument, has the meaning given to the term in the Uniform Commercial Code, when used in this Security Instrument. Any term used but not defined in this Security Instrument shall have the same meaning as defined in the Loan Agreement.

EXPRESSLY SUBJECT TO THE FOLLOWING (COLLECTIVELY, THE "**NONRECOURSE PROVISIONS**"): Notwithstanding anything to the contrary contained herein or in any other instrument evidencing or securing Developer's Obligations or executed in connection herewith, including this Security Instrument, (i) the Grantor shall have no personal obligation to pay any or perform any of Developer's Obligations or any other instrument evidencing or securing the Note, including, but not limited to, any principal, interest or cost of collection, (ii) the sole remedy for any failure to pay and perform any of Developer's Obligations, or breach of this Security Instrument or any other Loan Document shall be foreclosure of this Security Instrument, (iii) Lender and any subsequent holder of the Note and this Security Instrument will not, and cannot, seek collection in any other manner from Grantor for payment or performance of Developer's Obligations, (iv) no assets or properties of Grantor, other than the Pledged Property, shall be subject to levy, execution or other enforcement actions for the satisfaction of the Note and Developer's Obligations or in relation to this Security Instrument or any other Loan Document, and (v) if the Pledged Property is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured including costs of sale and attorneys' fees, the Grantor shall not be bound to pay the unpaid balance, and the Lender shall not be entitled to a deficiency judgment against Grantor in relation to Developer's Obligations.

GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF GRANTOR

1.01 Casualties; Insurance Proceeds. Grantor shall give prompt written notice thereof to Lender after the happening of any casualty to or in connection with the Pledged Property of which Grantor receives notice or any part thereof, whether or not covered by insurance. All proceeds of insurance shall be payable to Lender, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. If Grantor receives any proceeds of insurance resulting from such casualty, Grantor shall promptly pay over such proceeds to Lender. All proceeds of insurance will be applied by Lender to payment of Developer's Obligations in such order as Lender shall determine.

1.02 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Security Instrument as a mortgage or any other transfer of title or assignment of the Pledged Property in extinguishment, in whole or in part, of Developer's Obligations, all right, title and interest of Grantor in and to all policies of insurance in relation to the Pledged Property shall inure to the benefit of and pass to the successor in interest to Lender or the purchaser or grantee of the Pledged Property, to the extent such policies are assignable pursuant to the terms thereof.

1.03 Actions Affecting Pledged Property. Lender shall have the right to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Lender.

1.04 Transfer of Pledged Property by Grantor. In order to induce Lender to make the Loan, Grantor agrees that, in the event of any Transfer (as hereinafter defined) not in accordance with the terms of Section 7.3 of the Ground Lease, Lender shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and

payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Lender may grant or deny such consent in its sole discretion and, if consent should be given, any such Transfer shall be subject to this Security Instrument. As used herein, "**Transfer**" shall mean:

(i) any sale, transfer, conveyance, hypothecation, encumbrance, lease or vesting of the Pledged Property or any part thereof or interest therein to or in any Person, whether voluntary, involuntary, by operation of law, or otherwise, except the encumbrances recorded as of the date of this Security Instrument, the Ground Lease and such easements as may reasonably be necessary for the performance of the construction of the contemplated improvements under the Ground Lease ("**Permitted Exceptions**"); or

(ii) the execution of any agreements to do any of the foregoing, except the Permitted Exceptions.

1.05 Eminent Domain. In the event that any proceeding or action be commenced for the taking of the Pledged Property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise (hereinafter collectively referred to as a "**Taking**"), or if the same be taken or damaged by reason of any public improvement or Taking, or should Grantor receive any notice or other information regarding such Taking or damage, Grantor shall give prompt written notice thereof to Lender. All compensation, awards, damages, rights of action and proceeds awarded to Grantor by reason of any such Taking or damage or received by Grantor as the result of a transfer in lieu of a Taking (the "**Condemnation Proceeds**") are hereby assigned to Lender, and Grantor agrees to execute such further assignments of the Condemnation Proceeds as Lender may require. If Grantor receives any Condemnation Proceeds Grantor shall promptly pay over such proceeds to Lender.

1.06 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Security Instrument. All security for Developer's Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of Developer's Obligations shall not diminish the force, effect or lien of this Security Instrument and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of Developer's Obligations. In the event Lender at any time holds additional security for any of Developer's Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.07 Inspections. Lender, and its agents, representatives officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Pledged Property for the purpose of inspecting the same and for the purpose of performing any of the acts Lender is authorized to perform hereunder or under the terms of any of the Loan Documents, where Lender shall provide at least 24 hours' prior written notice, except in the event of an emergency, to Grantor.

1.08 Ownership and Liens and Encumbrances. Grantor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Grantor's cost and expense, all Liens and Encumbrances (defined below) and any claims thereof upon the Pledged Property, or any part thereof or interest therein. Grantor shall notify Lender immediately in writing of any Lien or Encumbrance or claim thereof. "**Lien or Encumbrance**" and "**Liens and Encumbrances**" mean, respectively, each and all of the following in respect of the Pledged Property: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Lender in this Security Instrument, excluding from the foregoing the Permitted Exceptions.

1.09 Lender's Powers. Without affecting the liability of any Person liable for the payment of Developer's Obligations herein mentioned, and without affecting the lien or charge of this Security Instrument upon any portion of the Pledged Property not then or theretofore released as security for Developer's Obligations, Lender may, from time to time and without notice (a) release any person so liable, (b) extend Developer's Obligations, (c) grant other indulgences, (d) release, or cause to be released, at any time at Lender's option any parcel, portion or all of the Pledged Property, (e) take or release any other or additional security or any guaranty for any Developer's Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto; provided, however, that Lender shall use commercially reasonable efforts to provide prior written notice to the Grantor of actions taken pursuant to this sentence, and upon taking such actions, Lender shall promptly provide Grantor with notice of the actions taken.

1.10 Ground Lease and Rights of the Grantor.

(a) Project Equity Funding Timeline. The Loan Documents provide that unless agreed to by Lender, the required equity for construction of the Residential Units as contemplated by the Ground Lease shall be expended on project costs prior to any disbursement of the Loan by Lender; provided, however, that the following shall not restrict the Lender's right to make (i) protective advances of the Loan in Lender's sole discretion so as to protect Lender's collateral or to meet construction and completion timelines, or (ii) disbursements of the Loan from and after the occurrence and during the continuance of any Event of Default in Lender's sole discretion.

(b) Grantor Notice, Cure, Pre-Foreclosure Purchase and Redemption Rights. Notwithstanding any other provision of this Security Instrument or the Loan Documents, prior to initiating any foreclosure in relation to this Security Instrument, Lender shall provide Grantor with written notice of the Event of Default and the Grantor shall have sixty (60) days from such written notice to elect in the Grantor's sole discretion to cure such Event of Default. Lender shall concurrently provide Grantor a copy of all notices of default or Event of Default that are sent to Developer. In addition, Lender acknowledges and agrees that if, after the foregoing sixty (60) day cure period has expired, the Lender intends to accelerate the Note secured by this Security Instrument or begin foreclosure proceedings under this Security Instrument, the Lender shall first notify the Grantor of its intention to do so, and Grantor shall then have the right, upon notifying the Lender within thirty (30) days of receipt of such notice, to acquire this Security Instrument by paying off the debt secured by this Security Instrument. To exercise this option to purchase, Grantor must give written notice to the Lender of its intent to purchase the foregoing within thirty

(30) days following Grantor's receipt of the Lender's notice. Grantor must then complete the purchase within forty-five (45) days of having given written notice of its intent to purchase. If Grantor does not complete the purchase within this forty-five (45) day period, the Lender shall be free to proceed to foreclose. The provisions of this Section 1.10(a) are deemed to be in compliance with Section 4.4 of the Ground Lease, and in relation to this Security Instrument and in addition to Section 11.2(a) of the Ground Lease, provided, however, that as to the Leasehold Mortgage, the Grantor shall have all rights set forth Section 11.2(a) of the Ground Lease. In addition to the foregoing, upon any foreclosure of this Security Instrument, Grantor shall have the three (3) month redemption right as set forth in W.S. § 1-18-103.

(c) Provisions as to the Ground Lease Upon Foreclosure. In relation to the Ground Lease, Grantor expressly acknowledges that Lender constitutes a "Lender" as defined in the Ground Lease. Upon a foreclosure of the Developer leasehold by virtue of the separate mortgage encumbering such interest ("**Leasehold Mortgage**"), the Ground Lease shall continue in full force and effect subject to the provisions of Section 11.4 of the Ground Lease, which provides that covenants, conditions and restrictions in Sections 2.4(b), 2.4(c), 2.4(e), 2.4(i), 2.4(j), and 2.4(k) of the Ground Lease shall be deleted and the obligations to provide and record the Workforce Housing Restrictions or Affordable Housing Restrictions, as applicable, shall be deleted from Sections 2.4(d) and 2.4(h) of the Ground Lease. The reference in Section 11.4 of the Lease to a "Right of First Purchase Agreement" is deemed the "Employee Right of First Purchase" as such term is used in the Lease.

(d) Process for Recording the Fee Conveyance Documents. Section 2.4(h) of the Ground Lease contemplates the recording of the Conveyance Deed, the Ground Lease Termination, the Final Plat, the Condo Dec, the Workforce Housing Restrictions or Affordable Housing Restrictions, as applicable (as such terms are defined in the Ground Lease) (the "**Fee Conveyance Documents**"), in that order, upon the satisfaction of the conditions in Section 2.4(b) through (e) of the Ground Lease. Immediately subsequent to the recording of the Fee Conveyance Documents, this Security Instrument and the Leasehold Mortgage shall be amended to provide that the legal description of the mortgaged property is the common area, the Residential Units as platted in the Plat (as such terms are defined in the Ground Lease). Prior to the recording of the Fee Conveyance Documents, the title company insuring Lender's liens under the Leasehold Mortgage and, at Lender's election, this Security Instrument shall be irrevocably committed to issue to Lender, at Developer's expense: (i) an ALTA 11-06 mortgage modification endorsement showing that the Leasehold Mortgage and, at Lender's election, this Security Instrument, have priority over the Employee Right of Purchase Agreement and the Workforce Housing Restrictions or Affordable Housing Restrictions, as applicable, and (ii) a CLTA 116.3 or similar endorsement insuring the new legal description of the amended mortgages. The instructions to the escrow agent under Section 2.4(e) of the Ground Lease shall contain the above provisions.

(e) Release of Common Area. Section 2.4(d)(1) of the Ground Lease requires the Condo Declaration to provide "provisions for automatically transferring the declarant's interest in the Property [i.e., the underlying land] to the condominium owners' association." Lender will release its lien under this Security Instrument in relation to the Premises (i.e., the common area as will be provided in the Plat) in conjunction with the conveyance of such land to the homeowner's association upon all of the following having occurred: (i) certificates of occupancy having been

obtained for all of the Residential Units and (ii) the Fee Conveyance Documents having been recorded.

(f) No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Pledged Property shall at any time become vested in one owner, this Security Instrument and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Lender so elects as evidenced by recording a written declaration executed by Lender so stating, and, unless and until Lender so elects, Lender shall continue to have and enjoy all of the rights and privileges of Lender as to the separate estates. In addition, upon the foreclosure of the lien created by this Security Instrument on the Pledged Property pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Pledged Property shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Lender or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Lender or any such purchaser shall constitute a termination of any lease or sublease unless Lender or such purchaser shall give written notice thereof to such tenant or subtenant.

(g) General Provisions as to the Ground Lease. Grantor agrees not to amend, modify, extend, renew or terminate the Ground Lease or the leasehold estate under the Ground Lease without the prior written consent of Lender, which consent may be withheld by Lender in its reasonable discretion. Consent to one amendment, modification, extension or renewal shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, modifications, extensions or renewals. Grantor agrees to perform all obligations and agreements under said leasehold and shall not take any action or omit to take any action which would effect or permit the termination of said leasehold. Grantor agrees to promptly notify Lender in writing with respect to any default or alleged default by any party thereto and to deliver to Lender copies of all notices, demands, complaints or other communications received or given by Grantor with respect to any such default or alleged default.

ARTICLE II
ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment of Rents and Leases. Effective upon the recordation of this Security Instrument, Grantor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers, and sets over to Lender, all rents, security deposits, royalties, issues, profits, earnings, revenue, income, products and proceeds of the Pledged Property, whether now due, past due or to become due, including, without limitation, all prepaid rents, security deposits, and all rights to payment from the above-listed items (some or all collectively, as the context may require, "**Rents**"), and all rights in and to any lease or agreement written or oral, devising any portion of the Pledged Property whether in existence at or upon the recordation of this Security Instrument or entered into after the recordation of this Security Instrument (each, a "**Lease**"), and confers upon the Lender the right to collect such Rents and enforce the provisions of any Leases with or without taking the Pledged Property. This is an absolute assignment, not an assignment for security only.

2.02 Grant of License. Lender hereby confers upon Grantor a license ("**License**") to collect and retain the Rents as they become due and payable and to otherwise possess and enjoy all of the landlord's rights and obligations under all of the Leases, so long as no Event of Default,

as defined in Section 4.01, shall exist and be continuing. If an Event of Default has occurred and is continuing, Lender shall have the right, which it may choose to exercise in its sole discretion, to terminate this License with notice to Grantor, and without regard to the adequacy of Lender's security under this Security Instrument.

2.03 Collection and Application of Rents and Enforcement of Leases. Subject to the License granted to Grantor under Section 2.02, Lender has the right, power and authority to collect any and all Rents and enforce the provisions of any Lease. Lender may perform any and all of the following acts, if and at the times when Lender in its sole discretion may so choose:

(a) Demand, receive and enforce payment of any and all Rents; or

(b) Give receipts, releases and satisfactions for any and all Rents; or

(c) Enforce the provisions of any and all Leases.

The appointment granted in this Section 2.03 shall be deemed to be a power coupled with an interest. Lender's right to the Rents, or to enforce the provisions of any Lease, does not depend on whether or not Lender takes possession of the Pledged Property as permitted under Article IV below. In Lender's sole discretion, Lender may choose to collect Rents or enforce any and all Leases either with or without taking possession of the Pledged Property. Lender shall apply all Rents collected by it in the manner provided under Section 2.06. If an Event of Default occurs and continues while Lender is in possession of all or part of the Pledged Property and is collecting and applying Rents as permitted under this Security Instrument, Lender and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Security Instrument and at law or in equity, including the right to exercise the power of sale granted under in this Security Instrument.

2.04 Lender Not Responsible. Under no circumstances shall Lender have any duty to produce Rents from the Pledged Property. Regardless of whether or not Lender, in person or by agent, takes actual possession of the Premises and Improvements, Lender is not and shall not be deemed to be:

(a) A "mortgagee in possession" for any purpose; or

(b) Responsible for performing any of the obligations of the Grantor as lessor under any lease; or

(c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Pledged Property, or any negligence in the management, upkeep, repair or control of the Pledged Property; or

(d) Liable in any manner for the Pledged Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.05 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Lender to perform any obligations of Grantor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the

event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Premises by Lender, this assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Pledged Property or any portion thereof, and the execution of this assignment by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Pledged Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

ARTICLE III
SECURITY AGREEMENT

3.01 Creation of Security Interest. Grantor hereby grants to Lender a security interest in and to all the Personal Property.

3.02 Use of Personal Property by Grantor. Until the occurrence of an Event of Default hereunder or under any other Loan Document, Grantor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Security Instrument and not inconsistent with any policy of insurance thereon.

3.03 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.02 hereof, upon the occurrence of an Event of Default hereunder, Lender may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Grantor with respect to the Personal Property or any part thereof. In the event Lender demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Security Instrument, Grantor agrees to promptly turn over and deliver possession thereof to Lender;

(ii) Without notice to or demand upon Grantor, make such payments and do such acts as Lender may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorney's fees) incurred in connection therewith;

(iii) Lender, and its agents and representatives, shall have the right to enter upon any or all of Grantor's premises and property to exercise Lender's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Lender by this Security Instrument, any other Loan Document, or by law, either concurrently or in such order as Lender may determine;

(v) Sell or cause to be sold in such order as Lender may determine, as a whole or in such parcels as Lender may determine, the Personal Property and the remainder of the Pledged Property;

(vi) Sell, lease, or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Lender may determine. Lender may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Grantor at least five (5) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Grantor at the address set forth in Section 5.05. If Lender fails to comply with this Section 3.03(b) in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the Uniform Commercial Code.

(c) The proceeds of any sale under Section 3.03(a)(vi) shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and reasonable attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) To the payment of Developer's Obligations in such order as Lender shall determine; and

(iii) The surplus, if any, shall be paid to the Grantor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(d) Lender may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Personal Property and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Personal Property.

(e) Lender may sell the Personal Property without giving any warranties as to such property, and may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose or the like, and this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Personal Property.

(f) Grantor acknowledges that a private sale of the Personal Property may result in less proceeds than a public sale.

(g) Grantor acknowledges that the Personal Property may be sold at a loss to Grantor and that, in such event, Lender shall have no liability or responsibility to Grantor for such loss.

Lender shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Lender from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Grantor until full payment of any deficiency has been made in cash.

3.04 Security Agreement. This Security Instrument constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code and Lender shall be entitled to all the rights and remedies of a "secured party" under the Uniform Commercial Code.

3.05 Fixture Filing. Upon its recording in the real property records, this Security Instrument shall be effective as a financing statement filed as a fixture filing. This Security Instrument shall also be effective as a financing statement covering as extracted collateral (including oil and gas), accounts and general intangibles under the Uniform Commercial Code and the Uniform Commercial Code as in effect from time to time in any other state where the Pledged Property is situated. In addition, a carbon, photographic or other reproduced copy of this Security Instrument and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

3.06 Authorization to File Financing Statements. Grantor hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto, and continuation statements with or without signature of Grantor as authorized by applicable law, as applicable to the Pledged Property. For purposes of such filing, Grantor agrees to furnish any information requested by Lender promptly upon request by Lender. Grantor also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto, or continuation statements if filed prior to the date of this Security Instrument.

ARTICLE IV
REMEDIES UPON DEFAULT

4.01 Event of Default. An Event of Default (as defined in the Loan Agreement) under the Loan Agreement, the Note or any other Loan Document and any breach, default or failure to comply with any provision of this Security Instrument which continues beyond any period expressly provided for notice, grace and cure, constitutes an "**Event of Default**" under this

Security Instrument. The provisions of this Article IV and the remedies set forth below are expressly subject to the provisions of Section 1.10(a) above.

4.02 Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Lender may, at its option, declare all or any part of Developer's Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Lender, in addition to the exercise of any or all of the remedies specified elsewhere in this Security Instrument, may exercise any or all of the remedies specified in this Article IV.

4.03 Entry. Upon the occurrence of an Event of Default, Lender, in person, by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, ex parte or otherwise, and without regard to the adequacy of its security or the solvency of Grantor, may enter, take possession of, manage and operate all or any part of the Pledged Property, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Security Instrument. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of Rents and other money owing to Grantor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Lender so requests, Grantor shall assemble all of the Pledged Property that has been removed from the Premises and make all of it available to Lender at the site of the Premises. Regardless of any provision of this Security Instrument or any other Loan Document, Lender shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Lender, unless Lender has given express written notice of Lender's election of that remedy in accordance with Section 9-620 of the Uniform Commercial Code. The entering upon and taking possession of the Pledged Property, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Pledged Property or the collection, receipt and application of Rents, Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale.

4.04 Foreclosure; Grantor's Notice and Cure Rights. Upon the occurrence of an Event of Default, Lender may commence an action to foreclose the lien of this Security Instrument as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof. Lender may foreclose Grantor's interest in all or any part of the Pledged Property by nonjudicial sale, and specifically by "POWER OF SALE" or "ADVERTISEMENT AND SALE" foreclosure as provided by Wyoming law.

4.05 Appointment of Receiver. Upon the occurrence of an Event of Default, Lender, as a matter of right and without notice to Grantor or any one claiming under Grantor, and without regard to the then value of the Pledged Property or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction, either ex parte or otherwise, and without regard to the adequacy of its security or the solvency of the Grantor, to appoint a receiver or receivers of the Pledged Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and

duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Pledged Property or the date of expiration of any redemption period unless such receivership is sooner terminated.

4.06 Other Remedies. Upon the occurrence of an Event of Default, Lender may exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing or guarantying all or any portion of Developer's Obligations, or by law or at equity.

4.07 Remedies Not Exclusive. Lender is entitled to enforce payment and performance of any and all of Developer's Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of Developer's Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Security Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security or guaranty now or hereafter held by Lender, it being agreed that Lender is entitled to enforce this Security Instrument and any other security or any guaranty now or hereafter held by Lender in such order and manner as Lender may in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law or at equity. Every power or remedy given by any of the Loan Documents or by law to Lender or to which Lender may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.08 Application of Proceeds. To the extent permitted by law, the proceeds of the sale of the Pledged Property or any portion thereof shall be applied in the following manner:

(a) First, to pay all costs and expenses of foreclosing this Security Instrument and/or the sale or disposition of the Pledged Property or any portion thereof, including, but not limited to, court costs, costs of evidence of title in connection with sale and reasonable attorneys' fees actually incurred; and

Second, to pay Developer's Obligations, to the extent permitted by applicable law, in any order and proportions as Lender in its sole and absolute discretion may choose; and

Third, to remit the remainder, if any, to the person or persons legally entitled thereto.

ARTICLE V
MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Security Instrument may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No

failure on the part of Lender to exercise and no delay by Lender in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Grantor Waiver of Rights. Grantor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any portion of the Pledged Property, and (b) all rights of valuation, appraisement, stay of execution, notice of election to mature or declare due Developer's Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Grantor may have or be able to assert by reason of the laws of the State of Wyoming pertaining to the rights and remedies of sureties.

5.03 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, through the United States Postal Service to the addresses shown below or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given two (2) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

To Lender:	Bank of Jackson Hole 990 W Broadway Jackson, WY 83001
To Grantor:	Town of Jackson Attn: Town Manager 150 E Pearl Avenue P.O. Box 1687 Jackson, WY 83001
	Town of Jackson Attn: Town Clerk 150 E Pearl Avenue P.O. Box 1687 Jackson, WY 83001
With a copy to:	Jackson/Teton County Affordable Housing Department Attn: Housing Director 320 S. King Street P.O. Box 714 Jackson, WY 83001

5.04 Captions and References. The headings at the beginning of each section of this Security Instrument are solely for convenience and are not part of this Security Instrument. Unless otherwise indicated, each reference in this Security Instrument to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.05 Invalidity of Certain Provisions. If any provision of this Security Instrument is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Security Instrument is invalid or unenforceable as to any

part of the debt, or if the lien is invalid or unenforceable as to any part of the Pledged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Security Instrument.

5.06 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Pledged Property, such proceeds have been or will be advanced by Lender at Grantor's request and Lender shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.07 Governing Law. THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

5.08 Number and Gender. In this Security Instrument the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.09 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.10 Integration. The Loan Documents contain the complete understanding and agreement of Grantor and Lender and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations; provided, however, that this Security Instrument is expressly subject to the provisions of the Ground Lease to the extent those provisions are expressly referenced or incorporated herein.

5.11 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Grantor and Lender and their respective successors and assigns.

5.12 Time of the Essence. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.13 Survival. The representations, warranties, and covenants of the Grantor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loans.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Security Instrument as of the day and year first above written.

GRANTOR:

TOWN OF JACKSON

By: _____
Name: Hailey Morton Levinson
Title: Mayor

_____
ATTEST: Lynsey Lenamond, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, Wyoming, and Lynsey Lenamond, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____

_____
NOTARY PUBLIC

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to the plat recorded June 7, 1955 as Plat No. 143 in the Teton County, Wyoming Clerk's Office.

PINDs: 22-41-16-33-1-69-002; 22-41-16-33-1-69-001

Grantor's interest in the Ground Lease (Kelly Place Condominiums), dated as of June 25, 2020, which was recorded on July 31, 2020 as Document Number 0995408 and rerecorded on August 27, 2020 as Document No. 997345 with the County Clerk of Teton County, Wyoming.

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

All of the following solely as it relates to the Premises and Improvements thereon:

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Grantor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Premises or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Premises, Improvements, or such personal property ("**Personal Property**");

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of Developer's Obligations remains unpaid or unperformed, may accrue from such Personal Property or any part thereof or from the Premises, the Improvements or any other part of the Pledged Property, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Grantor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Premises or Improvements, rights to receive capital contributions or subscriptions from Grantor's partners or shareholders, amounts payable on account of the sale of partnership interests in Grantor or the capital stock of Grantor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Premises, the Improvements, the Personal Property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will and software in any way relating to the Premises or the Improvements;

(e) Grantor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Pledged Property and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Premises; and

(g) All proceeds from sale or disposition of any of the aforesaid collateral and all supporting obligations ancillary thereto or arising in any way in connection therewith.

As used in this Exhibit B the terms "Developer's Obligations", "Note", "Pledged Property", "Premises", "Improvements" and all other capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Security Instrument to which this Exhibit B is attached.

STAFF REPORT

Meeting Date:	6/21/21	**Meeting Title:**	Regular
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	Application for Resort Liquor License – Virginian Liquor LLC dba Virginian Lodge	**Public Comment:**	Yes, public hearing

Purpose & Policy Considerations.
The purpose of this item is for Council to consider the application for a new resort liquor license for Virginian Liquor, LLC and consider an amendment to the retail liquor license currently held by Virginian Liquor, LLC to address the legal description of the licensed building and site. 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 a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with the notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Levinson opens the public hearing.
2. Mayor Levinson asks for the staff presentation on the application.
3. Mayor Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Levinson closes the public hearing.
6. Mayor Levinson calls for a motion on the application and the vote on the motion.

Requested Action.
Staff requests Council consider the criteria and findings for the resort liquor license and consider the amendment to the legal description for the retail license to limit the description to only include the package store.

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

Background.
On June 2, 2021, an application was submitted for a new resort liquor license by Virginian Liquor LLC, doing business as, The Virginian Lodge & RV Park. The applicant currently holds a retail liquor license for the Virginian Tavern and package store. Contingent on the award of a resort liquor license, the applicant requests approval for a modification to the legal description of the retail license. At this time, the retail license includes sales for on-site consumption at the saloon, conference room, lobby, and interior courtyard of the property, and includes sales for off-site consumption from the liquor store. The applicant's requested modification to the retail liquor license would restrict the license to off-premise sales of alcohol from the existing liquor store only. All other sales would be handled under the resort liquor license. The Wyoming Liquor Division has approved the amended legal description for the retail license to limit it to the package liquor store. Because the retail license is not up for renewal or transfer at this time, the Council is unable to add a condition to that license limiting it to off-premise (package) sales only. However, should the applicant receive approval for the resort liquor license, there would be no need to utilize the retail license for on premise consumption and therefore a condition may not be necessary. This change would not be a transfer of location for the retail license, the package store is already included in that legal description. This change would merely be reducing the description of the location. As noted, the Wyoming Liquor Division has approved the change.

The Wyoming Statutes were amended to allow one entity to hold more than one license and this change takes effect July 1, 2021. The resort liquor license will not become effective until July 1, 2021 so that the Virginian Liquor LLC is able to hold both a resort liquor license and a retail liquor license.

The application was distributed according to Town procedure to Town and joint departments for review and comment.

If this application is approved, the applicant will submit an application to be included in the annual renewal hearing with the Town Council on February 16, 2022 with all other license presented for renewal.

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.

In addition to the above, Wyoming Statutes clearly outlines the qualifications for a resort liquor license in 12-4-401:

(i) Have an actual valuation of not less than one million dollars, excluding the value of the land;

(ii) Include a restaurant;

(iii) Include a convention facility, which shall seat no less than one hundred (100) persons; and

(iv) *Either* include a minimum of one hundred (100) sleeping rooms,

(iv) *Or* be a ski resort facility open to the general public in which the applicant shall have committed or expended on the facility not less than ten million dollars.

The state limits resort liquor licenses to alcohol sales for on-premise consumption only and only allowed within the contiguous boundary of the resort property. Sales for off-premise consumption under a resort license are only available through temporary catering permits approved by the Town of Jackson. With this approval, the Virginian Tavern, LLC will hold two licenses, both of which are eligible for catering permits.

Alternatives (Optional).
Deny the application.
Conduct the Public Hearing and 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 prorated annual license fee of $2,250 will be deposited into the Town's general fund. The resort's alcohol sales will also generate an undetermined amount of sales tax revenue. The annual renewal for this liquor license is $3,000 and will be deposited upon that approval in February 2022. There may be indirect fiscal impacts to the Town associated with additional alcohol sales that may include additional DUI fines.

Staff Impact.
Staff impact to date has been approximately 5 hours and includes 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. Additional time of approximately 1 hour if approved, for printing and issuing the license. If approved, this license would be included in the Police Department's compliance visits. There may be additional indirect staff impacts to the Town associated with additional alcohol sales that may include additional DUI enforcement and compliance, and prosecution.

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 issuance of a resort liquor license to Virginian Liquor LLC *dba* The Virginian Lodge & RV Park for the license year ending March 31, 2022, to take effect on July 1, 2021, subject to the following conditions and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.

2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit for the restaurant.

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

And further approve the amendment to the legal description for the retail license held by Virginian Liquor LLC to limit the description to only include the package store location.

WLD-31 (4/17)

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: $ 3000.00
mths____ Prorated Fee: $ 2250.00
Transfer Fee: $_____
Publishing Fee: $ 100.00

Local License # 308
Date filed with clerk: 6/2/21
Advertising Dates: (2 Weeks) 6/9/21 & 6/16/21

Hearing Date: 6 / 21 / 21

License Term: 7 / 1 / 2021 (Month / Day / Year) through 3 / 31 / 22 (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: Virginian Liquor LLC, a Wyoming limited liability company

Trade/Business Name (dba): Virginian Lodge and RV Park

Building to be licensed/Building Address: 750 W Broadway and 90 Virginian Lane (Number & Street)
Jackson (City) WY (State) 83001 (Zip) Teton (County)

Mailing Address: PO Box 13308 (Number & Street Name or P.O. Box) Jackson (City) WY (State) 83002 (Zip)

Business Telephone Number: (781) 608 9183 Fax Number: (____)_____

E-Mail Address: Ben.Goldberg@onion-companies.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 1 and Lot 2, Virginian Addition, Plat No. 1129; zoned CR-3 and NH-1; legal non-conforming

FILING FOR
- [x] NEW LICENSE
- [ ] TRANSFER OF LOCATION
- [ ] TRANSFER OWNERSHIP
- [ ] ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:_____

FILING IN (CHOOSE ONLY ONE)
- [x] CITY OF: JACKSON
- [ ] COUNTY OF:_____

FILING AS (CHOOSE ONLY ONE)
- [ ] INDIVIDUAL
- [ ] PARTNERSHIP
- [ ] LP/LLP
- [x] 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
- [x] 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?**
- [x] 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 _____ to _____
Hours of Operation (e.g. 10am to 2am): 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) [x] YES (lease)
   If Yes, please submit a copy of the lease and indicate:
   (A) Lease expiration date 12/31/21 if not extended, located on page 1 paragraph 3 of lease.
   (B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 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: See Attachment A

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 ☐

(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?
Martti Mannoja	11/1/1952	[redacted]	[redacted]	1	49.5%	YES ☐ NO ☒	YES ☐ NO ☒
Benjamin Rafter	11/15/1971	[redacted]	[redacted]	1	49.5%	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) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF _____)

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

	(Signature)	(Printed Name)	Title
1)		MARTTI MANNOJA	AUTHORIZED SIGNER
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL) My commission expires:_____

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 27th day of April, 2021, by
Date *Month* *Year*

(1) Martti Jaakko Mannoja

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NORA T. KNADJIAN
Notary Public - California
Los Angeles County
Commission # 2333189
My Comm. Expires Sep 4, 2024

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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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~~ Washington)
) SS.
COUNTY OF King)

Signed and sworn to before me on this 7th day of May, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	BR	BENJAMIN RAFTER	MEMBER OFFICER AUTHORIZED SIGNATORY
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

DANIEL I WAYONG
Notary Public
State of Washington
Commission # 125813
My Comm. Expires Jan 9, 2023

(SEAL)

Signature of Notary Public

My commission expires: 01/09/2023

Plan of Operation

Liquor License Application
Type:

Applicant: Virginian Liquor LLC, a Wyoming limited liability company

DBA: Virginian Lodge and RV Park

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

The premises will be operated as a cohesive resort with liquor license for on-site sale and consumption. Sales for offsite consumption will be handled under a different license as explained in Attachment A.

What type of alcoholic beverages will be available to customers?

Beer and malt beverages, wine, and liquor

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.

See Attachment B

What is the official building capacity? saloon - 129; conference room - 370; hotel rooms - 170
RV spots - 103

Do you plan to serve alcohol outside on a deck or patio? Yes, at interior courtyard/pool and RV Park

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

If so, describe the outside area, including egress: Please see attached site plans which include egress information for courtyard/pool area.

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

Staff members will monitor the service areas and signage will be clearly placed in conspicuous locations to prevent containers from leaving the premises in violation of law.

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

Name	Position/Title	Email
1) Stacey Brogan	GM	Sbrogan@virginianlodge.com
2) Ira Kleinrock	VP Ops	ira@springboardhospitality.com
3) Sean Williams	Chief Development Officer	sean@springboardhospitality.com

Prepared by: Benjamin Goldberg Date: 4/12/21

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

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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

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

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

AFFIDAVIT of UNDERSTANDING

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

PLEASE PRINT:

Legal Name: MARTTI (First Name) JAAKKO (Full Middle Name) MANNOIA (Last Name)

Date of Birth: 11 / 01 / 1952 Driver License: CA / C6158127 (State / Number)

Applicant Signature

State of _____)
)ss
County of _____)

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

(SEAL)

Notary Public or officer authorized to administer oaths

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 27th day of April, 2021, by
Date *Month* *Year*

(1) Martti Jaakko Mannoja

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NORA T. KNADJIAN
Notary Public - California
Los Angeles County
Commission # 2333189
My Comm. Expires Sep 4, 2024

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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

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

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

AFFIDAVIT of UNDERSTANDING

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

PLEASE PRINT:

Legal Name: BENJAMIN (First Name) GILBERT (Full Middle Name) RAFTER (Last Name)

Date of ~~Birth:~~ 11/15/1971 ~~Driver License:~~ WA / WDL11Z92683B (State / Number)

Applicant Signature

State of Washington)
)ss
County of King)

Subscribed and sworn to before me this 7th day of May, 2021.

(SEAL)

DANIEL I WAYONG
Notary Public
State of Washington
Commission # 125813
My Comm. Expires Jan 9, 2023

Notary Public or officer authorized to administer oaths

Rev 10/2020

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New West Contracting, LLC.
PO Box 13308
Jackson, WY 83001

ROCKY MOUNTAIN BANK
PO BOX 938
JACKSON, WY 83001
99-509/1023

3317

5/13/2021

PAY TO THE ORDER OF Town of Jackson $ **3,000.00

Three Thousand and 00/100********** DOLLARS

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

MEMO

[redacted]

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New West Contracting, LLC.
PO Box 13308
Jackson, WY 83001

ROCKY MOUNTAIN BANK
PO BOX 938
JACKSON, WY 83001
99-509/1023

3316

5/13/2021

PAY TO THE ORDER OF Town of Jackson $ **100.00

One Hundred and 00/100********** DOLLARS

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

MEMO

[redacted]

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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	**Virginian Liquor LLC**		
Filing ID	**2020-000920807**		
Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/04/2020 11:18 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Mailing Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Jennifer Kupietz [redacted], Chicago, IL 60606

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

Amendment History

ID	Description	Date

Filing Information

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

Name	**Virginian Liquor LLC**		
Filing ID	**2020-000920807**		
Type	Limited Liability Company	Status	Active

2021-003215789	Delinquency Notice - Tax	06/02/2021
See Filing ID	Initial Filing	06/04/2020

FIRST REPUBLIC
It's a privilege to serve you®

May 25, 2021

RE: Virginian Liquor, LLC

To whom it may concern:

First Republic Bank recently opened a deposit account for Virginian Liquor, LLC. The account is in good standing. Furthermore, First Republic Bank has a more extensive relationship with several related entities. To date all accounts are in good standing and have been handled as agreed.

Regards,

James Mazzarisi, CFA
Managing Director
Relationship Management

DocuSign Envelope ID: 67F0BBC7-72EE-4C98-991A-6865C336BC12

Amended and Restated Lease Agreement between Virginian Lodge LLC, as Landlord to Virginian Liquor LLC, as Tenant as to 750 W. Broadway and 90 Virginian Lane

Virginian Liquor LLC, a Wyoming limited liability company (the "**Tenant**") and Virginian Lodge LLC, a Wyoming limited liability company and Virginian RV Park LLC, a Wyoming limited liability company (collectively the "**Landlord**") entered into a Lease Agreement dated as of June 10, 2020, which was amended and restated on August 14, 2020 (the "**Original Lease**"). Tenant and Landlord hereby amend and restate the Original Lease as set forth below in this Lease Agreement (this "**Lease**").

Tenant is hereby granted a leasehold interest by Landlord in the property commonly known as 750 W. Broadway and 90 Virginian Lane, Jackson, WY, legally described as Lot 1 and Lot 2 of the Virginian Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk, Teton County Wyoming on August 16, 2004 as Plat 1129, including and together with all improvements thereon and appurtenances thereto, but subject to the Retail Leases and the Standalone Restaurant Lease (as those terms are defined in the Hotel Management Agreement dated August 14, 2020 between OLS Hotels & Resorts ("**OLS**") and Virginian Lodge LLC, a Wyoming limited liability company (the "**HMA**")) (collectively the "**Leased Premises**")

The term of this Lease shall be from the Effective Date of this Lease until December 31, 2021 (the "**Term**"). The Term shall automatically renew for successive one-year periods unless at least 30 days prior to the then-applicable expiration of the Term, a party gives the other party written notice that the Lease shall terminate as of its then-existing Term. In no event, however, shall any lease term hereunder expire prior to the expiration of any liquor license issued by the Town of Jackson, Wyoming to Tenant for purposes of serving and/or selling alcoholic or malt beverages on the Leased Premises.

Tenant may use the Leased Premises in compliance with the HMA and W.S. Section 12-4-103(ii) for any or all of the following: (i) the sale of alcoholic and malt beverages for on-premises consumption, (ii) the sale of alcoholic and malt beverages for off-premises consumption, (iii) the storage of alcoholic and malt beverages for any of the foregoing purposes, and (iv) all uses reasonably ancillary to the foregoing.

Tenant shall monthly pay Landlord a total of $100.00 of rent in relation to the lease of the Leased Premises under this Lease, prorated for any partial periods.

Except as may be otherwise performed by OLS pursuant to the HMA, Tenant shall keep all portions of the Leased Premises used by the Tenant in good order, and make all necessary

DocuSign Envelope ID: 67F0BBC7-72EE-4C98-991A-6865C336BC12

repairs and replacements and perform all necessary maintenance in order to keep the portions of the Leased Premises used by Tenant suitable for Tenant's permitted use hereunder. Tenant shall not have access to any portions of the Leased Premises that are used as hotel rooms without the permission of the then-occupants of such hotel rooms.

Tenant shall not assign, transfer or sublease its interest in this Lease or the Leased Premises without the prior written consent of the Landlord.

Tenant shall not permit any liens or encumbrances to attach to the Leased Premises by virtue of Tenant's operations at the Leased Premises.

Tenant shall at all times comply with all applicable laws in relation to its operations at the Leased Premises.

In the event of a conflict between the terms and conditions of the HMA and this Lease agreement the terms and conditions of the HMA shall prevail except in the case where the HMA may cause the Leased Premises to be operated out of compliance with Wyoming law as it relates the dispensing and sale of alcoholic and malt beverages on the Leased Premises, in which case the terms and conditions of this Lease Agreement shall prevail.

Upon any condemnation or casualty that makes the Tenant's use of the Leased Premises impracticable or impossible, either party may terminate this Lease by written notice to the other.

This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the parties have entered into this Lease as of May 14, 2021.

LANDLORD:
Virginian Lodge LLC, a Wyoming limited liability company

DocuSigned by:
Robert Huggins
31E5EF2D1E49463...
Robert Huggins
President of Manager Orion Companies

Virginian RV Park LLC, a Wyoming limited liability company

DocuSigned by:
Robert Huggins
31E5EF2D1E49463...
Robert Huggins
President of Manager Orion Companies

TENANT
Virginian Liquor, LLC

DocuSigned by:
Ben Rafter
7CAB7ABF797D42E...
Ben Rafter
President & CEO of Manager OLS Hotel & Resorts, LLC

Attachment A

Applicant already holds a Retail Liquor License for the Virginian Tavern at 750 W Broadway, Jackson, WY (Local License 103) (the "Retail License"). Contingent on the award of a Resort Liquor License, Applicant requests a modification of the scope of the Retail License. The scope of the Retail License currently includes both sales for on-site consumption at the saloon, conference room, lobby, and interior courtyard of the property, and sales for off-site consumption from the liquor store. The Applicant requests that the Retail License be modified so that it is limited to the sale of packaged beer and malt beverage, wine, and liquor from the existing liquor store at 750 W Broadway. See Site Plan. All other sales at the Property will be handled under the Resort Liquor License.

Applicant request that the effective date for the Resort Liquor License (and modification to of the Retail License) be July 1, 2021 so as to comply with the recent amendment to W.S. § 12-4-103(b) which now permits an entity to hold an interest in more than one liquor license.

Attachment B

THE SALOON Servers will take the order while guests are dining at a table. Proper ID will be checked from the state of Wyoming the servers will then place the order at the Point of sale terminal. The server will then pick up the drinks at the server pick up station at the end of the bar. The server will serve the guests drinks.

If sitting at the bar the bartender will take the order from the patron and will mix and serve the drink promptly, check the proper ID for the state of Wyoming and tender the sale.

CONVENTION CENTER For sit down dinners servers will pour wine/drinks to all adults over the age of 21 years of age as we will check for proper identification at the table that they will dine at. For receptions we will have a cash bar. All adult Patrons will go to the bar and order the drinks and the bartender will mix and serve the drinks after they check for proper ID of the legal drinking alcohol in the state of Wyoming.

LIQUIOR STORE (Handled through the Retail Liquor License)

- Drive through All patrons will order liquor/beer/wine from the cashier and the cashier will deliver the product to the window after checking the proper ID for the state of Wyoming and tender the sale
- In store The patrons will pick on what kind of alcohol they will purchase and then they will take it to the cashier stand the cashier will tender the sale after checking proper ID for the state of Wyoming.

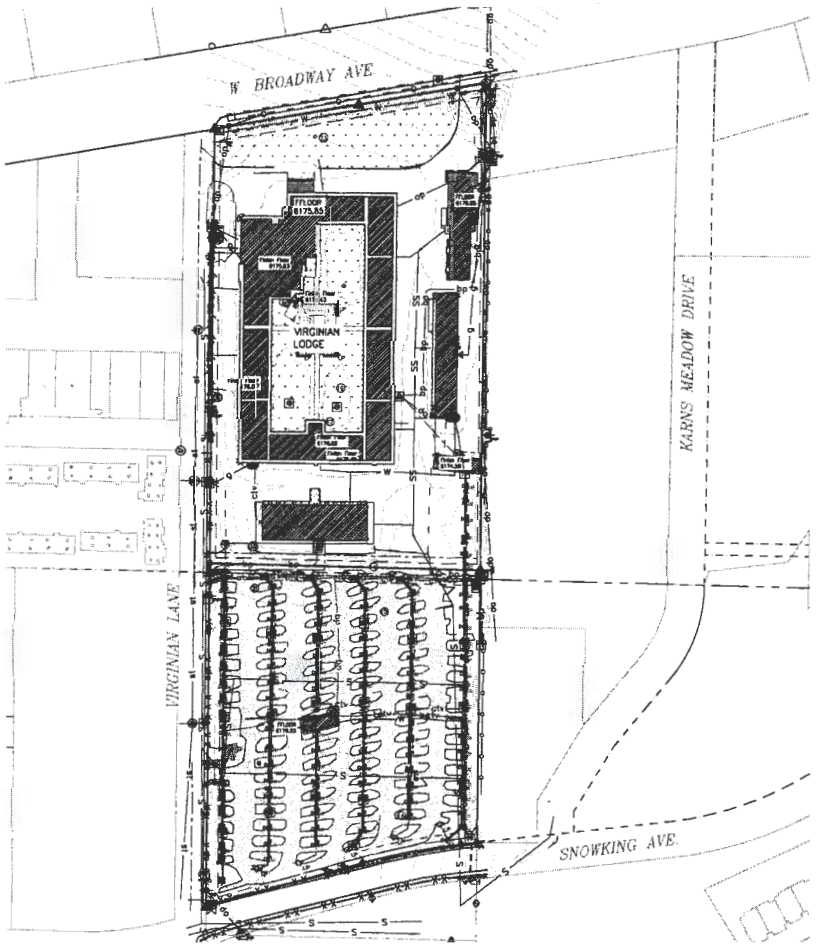
Courtyard Patrons will enter the standup bar and order the Beer/wine/liquor from the bartender at that time the bartender with make and serve the beverage after checking for proper ID from the state. Of Wyoming and will tender the sale,

RV PARK We will have a golf cart driving to the RV park with beer/wine/mixers and selling to RV guests. Staff will check proper ID for the state and tender the sale.

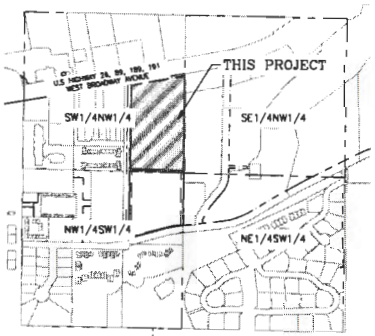
Rodeo Dr
Hillside Dr
W Snow King Ave
Kanis Meadow Dr
Meadow
Park
1750
Virginian
Virginian Ln
Teton
County
Library
Grand
Teton
Plaza
W Broadway Ave
Budge Dr
Scott Ln

VIRGINIAN LODGE SITE IMPROVEMENTS
REVISED GEC PERMIT

TOWN OF JACKSON, WYOMING
MAY 2021



PROJECT SITE
SCALE: 1" = 200' (11x17)
0 100 200



VICINITY MAP
PT. SECTION 33
T41N, R116W
TOWN OF JACKSON
TETON COUNTY, WY

DRAWING LIST

Sheet #	Sheet Title
C0.1	TITLE SHEET
C1.0	EXISTING SITE
C2.0	DEMOLITION PLAN
C3.0	FINAL SITE PLAN
C4.0	GRADING PLAN
C4.1	ENLARGED GRADING PLAN - NORTHWEST
C4.2	ENLARGED GRADING PLAN - NORTHEAST
C4.3	ENLARGED GRADING PLAN - CENTER NORTH
C4.4	ENLARGED GRADING PLAN - CENTER SOUTH
C4.5	ENLARGED GRADING PLAN - EAST
C4.6	CIVIL DETAILS

5/4/21

05-04-21 REVISED GEC

DATE	22 JAN 2021	DEV.
SURVEYED	ALTA	3/16/2021
ENGINEERED	BS	5/04/2021
DRAWN	BS	
CHECKED	MB	
APPROVED	MB	

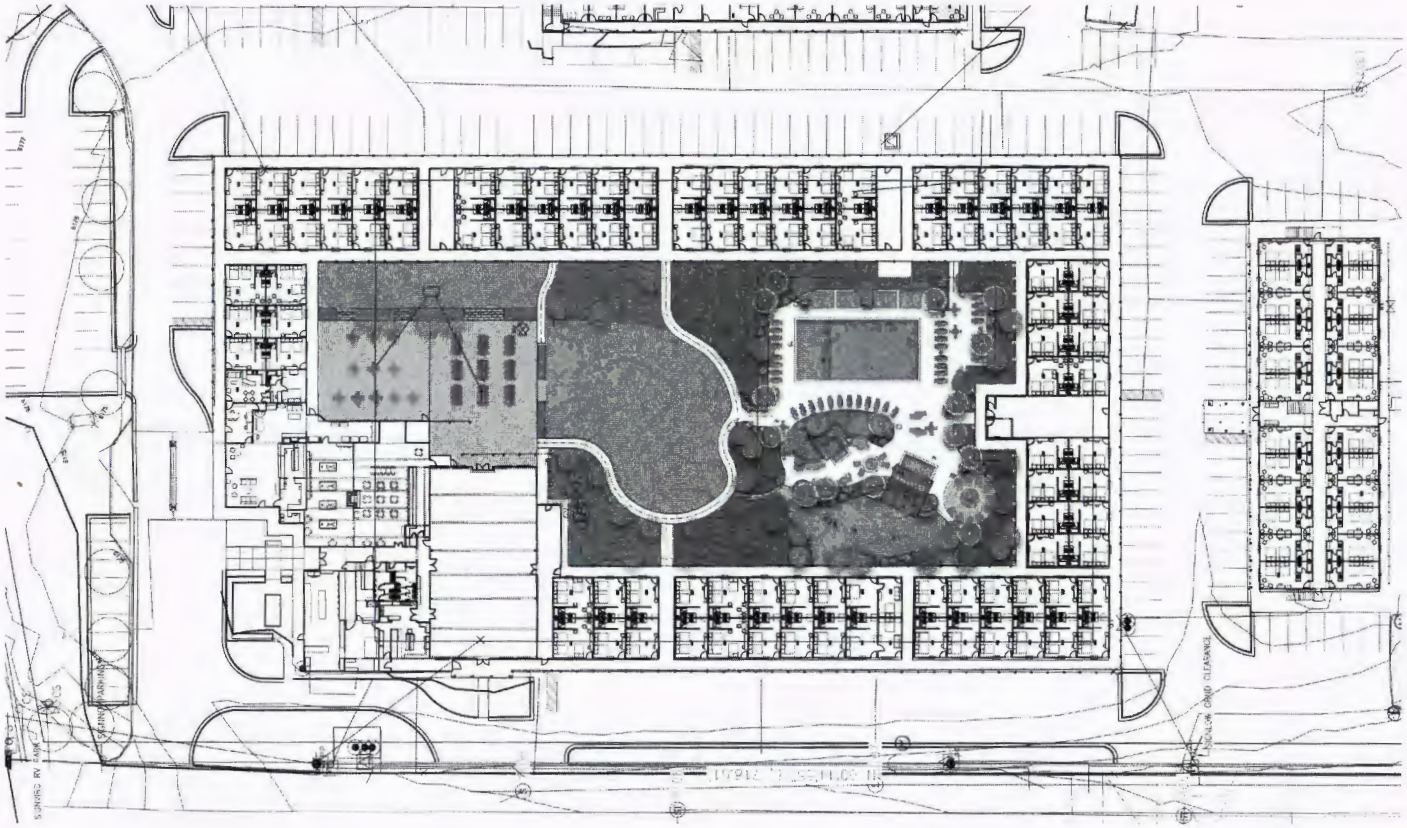
NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
TITLE SHEET

JOB TITLE
VIRGINIAN LODGE
REVISED GEC PERMIT
TOWN OF JACKSON, WY

DRAWING NO
C0.1

JOB NO
20-102-03



POOL

AREA: 1500SF
PERIMETER: 160'-0"
GALLONS: 37,562

SPAT

AREA: 150 SF
PERIMETER: 50'-0"
GALLONS: 2255

DRAWINGS

P1.00 COVER SHEET/SITE PLAN
P1.01 POOL DIMENSION LAYOUT
P1.02 POOL DEPTH PROFILE
P1.03 POOL PIPING
P1.04 POOL ELECTRICAL
P1.05 RETURN PLUMBING PLAN
P1.06 SUCTION PLUMBING PLAN
P1.07 TYPICAL DETAILS
P1.08 EQUIPMENT NOTES

DESIGN CRITERIA

CODE: IRC 2015
ASSUMED SOIL BEARING VALUE:1500 PSF
SEISMIC DESIGN CATEGORY: B
BASIC WIND SPEED: 90 MPH

FROST DEPTH: 30"

1. CALL onecall wyoming 811 3 days prior to dig
2. ALL 15-AMP AND 20 AMP, SINGLE PHASE, 125-VOLT RECEPTACLES LOCATED WITHIN 20' OF THE INSIDE WALLS OF POOL, OUTDOOR SPAS, AND HOT TUBS SHALL BE PROTECTED BY A GFCI.

0 10 20 30 feet
SCALE: 1" = 10'

DO NOT SCALE DRAWINGS. THE DESIGNER IS NOT RESPONSIBLE FOR ERRORS DUE TO SCALING DRAWINGS.

REFER ANY QUESTIONS OR DISCREPANCIES TO THE DESIGNER PRIOR TO START OF CONSTRUCTION.

TETONPOOLS.COM

Tetonservices LLC, DBA
Tetonpools
4154 S. Rimrock Dr
Jackson Wyo, 83001

Virginian Lodge

750 West Broadway,
JACKSON, WY 83001

REVISIONS

MRK	DATE	Description
△	--	--

JOB NO:	
DATE:	December 16, 2020
DRAWN BY:	JR
CHECKED BY:	JR

DRAWING TITLE

SITE PLAN

SHEET NUMBER

P1.00

SHEET

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Town Council Regular Mtg
Submitting Department:	Administration	**Presenter:**	Roxanne Robinson
Agenda Item:	Si Ferrin East Side Office Construction	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of the office construction at Si Ferrin is to accommodate the 8.5 positions being added or restored in the FY22 budget that are attached to Town Hall departments, and to free up space for a critical need in the Police Department. This office construction alters staff's original recommendation for the Si Ferrin commercial space.

Requested Action.
Staff requests Council direction on the following:

1. Approve the attached floor plan to divide the Si Ferrin commercial space into 5 private office spaces, 2 semi-private office spaces, a conference room/flex space, 2 ADA restrooms and two mini-kitchens.
2. Provide input on the Mayor and Council office and meeting room needs.
3. Other.

Recommendations.
Staff recommends Council approve the staff recommendation to divide the Si Ferrin commercial space into 5 private office spaces, 2 semi-private office spaces, a conference room/flex space, 2 ADA restrooms and two mini-kitchens.

Background.
Town staff have been discussing the office needs at the Town Hall in light of Council's support for the additional positions proposed in the budget and the inclusion of several more. The west side of the Si Ferrin commercial space is already under construction dividing it into 4 private offices, 1 semi-private office, 1 ADA restroom, 1 mini-kitchen and extra open space for file cabinets and a break area.

The needs at the Town Hall are currently as follows:

1. Placement of 8.5 restored and new hires in workspaces.
2. The necessity for a 'soft' interview space in the Police Department separate from the interrogation room for easier conversations as appropriate.
3. The need for additional conference room space for all departments in Town Hall.

Additionally, several members of staff and members of Council have very informally discussed the desire to have a space to provide childcare during Town Council meetings to make it easier for community members with small children to be able to attend meetings in person. Staff is also aware that the garden level space at Geittmann Larson and Swift (GLS) becomes available to the Town on June 1, 2023, and these temporary office assignments can be reevaluated at that time once this additional space is available.

With this information, Staff is proposing to divide the east side of the Si Ferrin commercial space into 1 private office, 1 semi-private office (moveable dividers that do not extend all the way to the ceiling), a large conference room/flex space, an ADA restroom and min-kitchen and once that is completed, the following office reassignments are proposed:

- The Personnel/Clerk team of 5 staff, managed by Roxanne Robinson, moves over to Si Ferrin, and takes 5 offices/workspaces in that space.
- One additional staff member may also move to Si Ferrin.

This relocation allows open offices at the Town Hall to be assigned to new staff and allows teams to be grouped together in such a way as to also allow a soft interview space for the Police Department.

The above is staff's recommendation. However, the Council may want to consider other options and staff has identified several other options to consider.

Other Options:

A. The remodel project on the east side of Si Ferrin is expanded to include 3 offices and a separate large conference room. This would allow the Personnel Clerk team to move over and several other employees.
B. The east side of Si Ferrin is not converted to offices or a conference room and remains open space to be used for other purposes than Town offices. Planning, Attorney, Police, IT would then double up multiple offices (physical office sharing) at Town Hall or work remotely (temporal office sharing).
C. Other.

This office relocation plan is a temporary fix for the next 18 months until the garden level at the GLS building becomes available.

To remodel the east side of Si Ferrin into offices and a conference space as recommended by staff would cost an additional $75,000. This includes the construction of the interior offices as well as electronic security doors on the building. There will not be a reception area for the public at Si Ferrin and reception for these offices will still be at the Town Hall. The remodel project has been halted at this point while waiting for approval from the Town Council to proceed. The installation of an estimated 3 additional electronic security locks on the individual offices for the Police Department personnel at the Town Hall on the second floor would cost approximately $12,000. The conversion of the basement storage closet into an office space would cost approximately $8000.

As part of moving staff and offices in Town Hall, staff would also like feedback from the Mayor and Council on your office and meeting space needs. Options could include:

1. Maintain the current Mayor and Council office and meeting space.
2. Relocate the Mayor and Council office to the first floor adjacent to the conference room.
3. Relocate the Mayor and Council office and meeting space to Si Ferrin.
4. Other.

Analysis.
With the increase in staff over the years, staff has outgrown the space at the Town Hall. Multiple office remodels and reallocation of spaces has occurred during the past 35 years. One of the purposes of purchasing the GLS property was to provide an option for office space to meet the needs of the community. Once the GLS space becomes available, there could be an option to use the main floor space at Si Ferrin for fully rented out commercial space, offices, additional employee housing, or other Council approved uses until the full site is remodeled.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.
In order to provide Quality Community Services as defined in Section 8 of Common Value 3, adequate office space is needed.

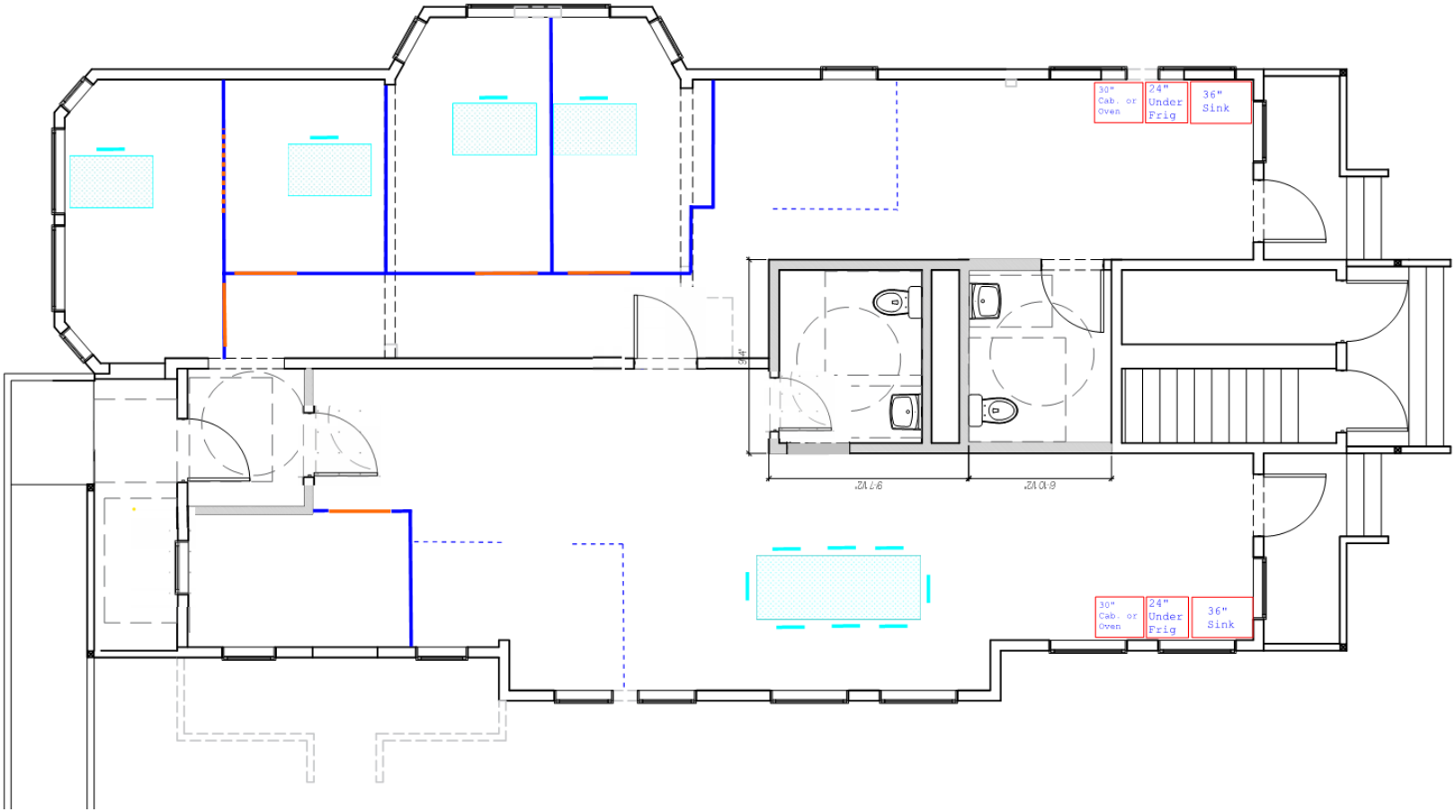
Fiscal Impact.
The fiscal impact of selection Option 1 is approximately $75,000 but the exact figure will not be known until estimates are obtained.

Staff Impact.
The staff impact of dividing the east side of the Si Ferrin commercial space into an office, a partial wall office and conference space is positive in that it allows several teams or personnel to move over to this new space opening office space at Town Hall to keep specific teams in close proximity. Staff has spent approximately 20 hours considering options, discussing pros and cons, and developing potential layouts.

Attachments or Links.
Floor Plan for Si Ferrin ground floor.

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

I move to direct staff to proceed with dividing the Si Ferrin commercial space into 5 private office spaces, 2 semi-private office spaces, a conference room/flex space, 2 ADA restrooms and two mini-kitchens and authorize the expenses to be included in either the FY21 or FY22 budget as appropriate.


30" Cab. or Oven
24" Under Frig
36" Sink
30" Cab. or Oven
24" Under Frig
36" Sink

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Property Tax
Submitting Department:	Administration	**Presenter:**	Larry Pardee & Kelly Thompson
Agenda Item:	Property Tax Discussion	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to provide further information to Town Council on property tax options and for Council to consider imposing a property tax in the Town of Jackson for tax year 2021.

Requested Action.
To review, discuss and provide direction on property tax options for FY2022 budget.

Recommendations.
To discuss and recommend property tax adjustments to FY2022 budget.

Background.
We request Council review, discuss, and provide input on property tax options for FY2022 budget. We want to make sure our budget reflects Council's priorities and values on behalf of our community for fiscal year 2022.

The Town has the authority to impose up to 8 mill(s) in ½ mill increments. In order to impose a tax, pursuant to Wyoming Statute 39-13-104(k)(i)(B), the Town must notify the Teton County Commissioners and the the County Assessor on or before July 31st.

Property tax in Wyoming is an ad valorem tax, meaning it is a property tax based on the assessed value of real property. Moreover, Wyoming is a fractional assessment state, meaning property tax applies to *only a fraction* of the fair market value of property. Finally, the rate at which the fraction of the fair market value is taxed is set by statute. The rate for residential and commercial property is 9.5% (of the fair market value) and the rate for industrial property is 11.5% (of the fair market value). The mill levy is the tax rate that is applied to the assessed value of a property and one mill is equal to one dollar per $1,000 of assessed value.

Town of Jackson Property Tax

	2020 Property	
Residential	$ 286,163,341	61.1%
Commercial	$ 179,461,462	38.3%
Personal Property	$ 443,762	0.1%
State Assessed	$ 2,570,425	0.5%
	$ 468,638,990	

Town of Jackson Annual Property Tax Impact on Properties

Valuation	0.5 mill(s)	1.0 mill(s)	4.0 mill(s)	8.0 mill(s)
$350,000	$16.63	$33.25	$133.00	$266.00
$450,000	$21.38	$42.75	$171.00	$342.00
$550,000	$26.13	$52.25	$209.00	$418.00
$650,000	$30.88	$61.75	$247.00	$494.00
$750,000	$35.63	$71.25	$285.00	$570.00
$1,000,000	$47.50	$95.00	$380.00	$760.00
Estimated Revenue	**$234,319**	**$468,639**	**$1,874,556**	**$3,749,112**

Points to Consider

- Pledging specific uses that benefit residents to fund a specific use e.g., Fire/EMS.
- Brings tax structure from 1980s closer to where the reality of the Town of Jackson is now.
- Can be approached incrementally.
- Assessment valuations determined by Teton County and recently updated.
- Can be implemented by majority of Council without popular vote.
- Could place some funding aside for property tax relief in aid of the poor.

Potential Uses

- Fire/EMS Operations.
- Health & Human Services.
- Housing.
- Multimodal Transportation.
- Snow Removal.
- Any operational or capital governmental use.

Equity

- Paid by all property owners but not necessarily all users of government services.

Progressive/Regressive

- Progressive in part, higher valuation property owners pay more based on valuation.
- Regressive in part, if two individuals in the same tax jurisdiction live in and/or own properties with the same values, they pay the same amount of property tax, regardless of their income.

Who Pays

- All residential, commercial, and industrial property owners within corporate limits of Town of Jackson limits.

Volatility

- Rise and fall with assessed valuations.

Diversification of Revenue

- Diversifies Town revenue so not only sales tax, lodging tax, fees for service, and state funds are used to fund local government.

Alternatives.
N/A

Comprehensive Plan & Priority Alignment.

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

- Principle 5.4 – Use a balanced set of tools to meet our housing goal.
  - Policy 5.4.e: Establish a reliable funding source for workforce housing provision.
- Principle 7.1 Meet future transportation demand through the use of alternative modes.
  - Policy 7.1.g: Establish a permanent funding source for an alternative transportation system Staff Report Page 3 of 3
- Principle 8.1- Maintain current, coordinated service delivery
  - Policy 8.1.e: Budget for service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery

- Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.
There was no fiscal impact related to preparation of this staff report.

Staff Impact.
Extensive and ongoing staff time is spent in preparing, reviewing, and adjusting the recommended budget.

Attachments or Links.
Attachment: Tax Relief Programs

Suggested Motion.
I move to 1) impose a property tax in the Town of Jackson of _____ mills for tax year 2021; and 2) direct the Town Manager to issue formal notice to and follow all procedures of Teton County Wyoming to effectuate the property tax in accordance with state statute.

Property Tax Relief Programs

Teton County and the State administer the following Tax Relief Programs. Details are available at https://www.tetoncountywy.gov/222/Tax-Relief-Programs.

- **Property Tax Deferral Program**: The Property Tax Deferral Program allows deferment for up to 1/2 of the ad valorem taxes owed, the amount deferred may not exceed 1/2 of the fair market value of the property.
- **Property Tax Refund Program**: This program allows people of any age to apply for property tax relief as long as eligibility requirements are met.
- **Tax Rebate to Elderly & Disabled Program**: For information and participation, contact the Wyoming Department of Health 307-777-6794 or Senior Center of Jackson Hole.
- **Veterans Exemption**: Administered by the County Assessor and Treasurer, this program aids qualified veterans by reducing property taxes on principle residences or motor vehicles.

PROPERTY TAX DEFERRAL PROGRAM:

Pursuant to W.S. 39-13-107(A), if qualified pursuant to provisions within the statute, any person may apply to the board of county commissioners for deferral of the collection of not to exceed one-half (1/2) of any real estate ad valorem taxes owed by the property owner on a principal residence. Any deferral of collection of taxes granted by the board of county commissioners shall constitute a perpetual tax lien against the property pursuant to W.S. 39-13-108(d)(i) with priority over any other lien.

INCOME LIMIT:

250% of the Federal Poverty Level (Monthly) for a household of four (4): $5,458.00

Teton County Comparative Cost of Living Index: 161

TOTAL MONTHLY INCOME LIMIT: $8,787.38

QUALIFICATIONS:

- Must be principal residence
- Must be a parcel of land not more than forty (40) acres
- Owner's Affidavit demonstrates income below limits as determined each year
- Owner is a person over the age of 62 years
- Owner is a person with a disability as determined by the social securing administration, OR
- Owner purchased property at least ten (10) years prior to the beginning of the tax year for which the owner is applying for deferral of taxes
- Proof that first half (1/2) of property tax due has been paid to County Treasurer

TERMS:

Any deferral of collection of taxes granted by the board of county commissioners shall constitute a perpetual tax lien against the property pursuant to W.S. 39-13-108(d)(i) with priority over any other lien.

Notwithstanding W.S. 39-13-108(b)(ii), interest shall accrue on any tax collection deferral granted by the board of county commissioners at a compounded rate of four percent (4%) per annum, except for persons who qualify solely under subdivision (N)(III) of W.S. 39-13-107.

Application and Affidavit for Property Tax Deferral due NOVEMBER 10TH OF EACH YEAR.

The application can be found here: Property Tax Deferral Program Application & Affidavit

PROPERTY TAX REFUND PROGRAM:

This program allows people of any age to apply for property tax relief as long as eligibility requirements are met. The program refunds no more than one-half of the applicant's prior year's property tax and refunds cannot exceed one-half of the median residential property tax in the county of residence (as determined by the Wyoming Department of Revenue). If qualifying individuals for this program are recipients of other tax relief programs, the amount they receive from the other programs is deducted from the amount received from the Property Tax Refund Program.

This program is only available when the State Legislature appropriates funding.

Applications must be filed annually with either the County Treasurer or Wyoming Department of Revenue. Applications must be filed by the first Monday in June.

For more information, please contact the Teton County Treasurer's Office by calling 307-733-4770 or emailing property tax.

TAX REBATE TO ELDERLY & DISABLED PROGRAM:

For information and participation, contact the Wyoming Department of Health by calling 307-777-6794 or the Senior Center of Jackson Hole.

This program is only available when the State Legislature appropriates funding.

Application deadline is on or before the last working day in August.

VETERANS EXEMPTION:

Administered by the County Assessor and Treasurer, this program aids qualified veterans by reducing property taxes on principle residences or motor vehicles. To receive the veterans exemption, the Veterans Property Tax Exemption Application (PDF) must be completed and returned to the Assessor's Office by the fourth Monday of May every year.

Lifetime Cap Removed

In 2007, the Wyoming State Legislature passed a bill that increased the annual veteran's exemption savings by removing the $800 lifetime cap that had previously been in place. Many veterans who had reached their lifetime benefit are now eligible for this exemption.

Application/Signature Needed Every Year

If you wish to use the exemption for a reduction of approximately $175 in property taxes on your principal residence, or approximately $90 on a motor vehicle, the Veterans Property Tax Exemption Application must be filed with the Assessor's office by the fourth Monday of May of every year.

If you have filed in the past, your signature is needed once a year to retain the exemption. You must sign by the fourth Monday in May every year by visiting the Assessor's Office. We can now also accept a signature by phone for principle residence claims.

Principal Residence or Motor Vehicle

On a principal residence the exemption can be used for a reduction of approximately $175 in property taxes. The savings are greater on your principal residence than they are on motor vehicles. However, if you do not own your home you can choose to use this program on a motor vehicle.

Eligibility Requirements
Pursuant to Wyoming Statute 39-13-105, to be eligible for the Wyoming Veterans Exemption, in addition to being a Wyoming resident for three years, you must also meet one of the following criteria.

Criteria 1

- Honorably discharged veteran of World War II, who served in the military service of the United States between December 7, 1941 and December 31, 1946
- Honorably discharged veteran of the Korean War emergency, who served in the military service of the United States between June 2, 1950 and January 31, 1955
- Honorably discharged veteran of the Vietnam War emergency, who served in the military service of the United States between February 28, 1961 and May 7, 1975
- Honorably discharged veteran who served in the military service of the United States, who was awarded the armed forces expeditionary medal or any other authorized service or campaign medal indicating service for the United States in any armed conflict in a foreign country
- List of qualified medals (PDF)
- Disabled veteran with a compensable service-connected disability certified by the Veterans Administration or a branch of the armed forces of the United States Veteran's Administration Verification Form

Criteria 2
You must be the surviving spouse of a veteran who met one or more requirements in Criteria 1 above. As a surviving spouse, you must also meet all of the following criteria:

- You and your spouse were residents of Wyoming at the time of your spouse's death
- Resident of Wyoming for three years at the time of the application
- Not remarried

STAFF REPORT

Meeting Date:	Monday June 21, 2021	**Meeting Title:**	Regular Meeting
Submitting Department:	Finance	**Presenter:**	Kelly Thompson, Finance Director
Agenda Item:	Fiscal Year 2021 Budget - Amendment #4	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Town Council to approve a resolution adopting amendments to the Town of Jackson's fiscal year 2021 budget.

Requested Action.
Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.
Staff recommends that the Mayor & Council approve the attached resolution.

Background.
The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Analysis.
The attached resolution proposes modifications to the Town's current FY 2021 budget. The resolution represents the 2021 amended budget divided into budget divisions (Mayor & Council, Municipal Judge, Town Attorney, etc.). Significant items include budget amendment of $126,450 for Town 45% share of Salt Lake Express contract for START service to Teton Village, $99,322 for State unemployment insurance increase, $25,000 for recruiting, $100,940 for COVID-19 expenditures, $150,000 for various IT contracts, $27,520 to shift FTE from Patrol to Investigations, $326,199 for Town 45% share of County managed joint department increases, and $39,000 for paint projects.

Alternatives (Optional).
None

Comprehensive Plan & Priority Alignment.
Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
  - Policy 8.1.e: Budget for service delivery
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.
The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget

Staff Impact.
Town Manager and Directors spend about 20 hours a month reviewing budget. About 10 hours is spent drafting quarterly budget amendments, Adoption of the resolution will require printing, signatures, and permanent record storage and archiving and will be approximately 1 hour of work by the Town Clerk.

Attachments or Links.
Resolution 21-20 adopting amendments to the Fiscal Year 2021 Budget.
Exhibit A – Schedule of Increases/Decreases.

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

I move to approve Resolution 21-20 adopting amendments to the fiscal year 2021 budget.

RESOLUTION 21-20

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2021 BUDGET OF THE TOWN OF JACKSON.

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

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

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2021 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	360,227	71,500	431,727
Town Attorney	328,810	1,746	330,556
Municipal Judge	257,070	1,559	258,629
Administration	289,062	2,649	291,711
Town Clerk & Personnel	628,649	19,189	647,838
Finance	604,896	3,519	608,415
Community Development	446,952	2,191	449,143
Information Technology	572,327	4,111	576,438
Planning	748,401	2,846	751,247
Town-Wide Services	1,772,993	113,440	1,886,433
Town Facilities	750,759	10,000	760,759
Police - Administration	540,083	2,166	542,249
Police - Investigations	372,313	36,591	408,904
Police - Patrol	3,083,704	(15,670)	3,068,034
Police - Community Service Officer	429,319	3,503	432,822
Police - Special Operations	19,394	-	19,394
Victim Services	291,491	1,743	293,234
Animal Shelter/Control	265,624	1,742	267,366
Building Inspections	375,857	10,012	385,869
Public Works Administration	312,534	2,574	315,108
Streets	1,377,393	12,460	1,389,853
Engineering	407,835	4,068	411,903
Yard Operations	30,197	15,944	46,141
Memorial Park (Cemetery)	15,369	93	15,462
Social Services	855,452	-	855,452
Community Initiatives	226,976	3,000	229,976
County Budgeted Joint Programs	3,498,452	326,199	3,824,651
Transfers Out	3,925,200	-	3,925,200
Total General Fund	22,787,339	637,175	23,424,514
Affordable Housing	623,609	-	623,609
Total Affordable Housing Fund	623,609	-	623,609
Parking Exactions	25,000	1,500	26,500
Total Parking Exactions Fund	25,000	1,500	26,500
Parks Exactions	-	-	-
Total Park Exactions	-	-	-
Employee Housing	661,155	-	661,155
Total Employee Housing Fund	661,155	-	661,155
Animal Care	55,000	-	55,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	90,000	-	90,000
Lodging Tax	-	-	-
Transfers Out	334,224	126,450	460,674
Total Lodging Tax Fund	334,224	126,450	460,674
START Administration	885,011	17,515	902,526
START Operations	4,198,811	22,240	4,221,051
START Capital	7,915,651	-	7,915,651
START Indirect Cost Allocations	80,307	-	80,307
Total START Fund Expenditures	13,079,780	39,755	13,119,535
Capital Outlay	3,993,024	20,000	4,013,024
Transfers Out	150,000	-	150,000
Total Capital Projects Fund	4,143,024	20,000	4,163,024

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	105,133	-	105,133
Total 2006 SPET	105,133	-	105,133
Capital Outlay	165,860	-	165,860
Total 2010 SPET	165,860	-	165,860
Capital Outlay	239,967	-	239,967
Total 2014 SPET	239,967	-	239,967
Capital Outlay	29,750	-	29,750
Total 2016 SPET	29,750	-	29,750
Capital Outlay	970,369	-	970,369
Total 2017 SPET	970,369	-	970,369
Capital Outlay	455,000	-	455,000
Total 2019 SPET	455,000	-	455,000
Water Maintenance & Operation	885,343	693	886,036
Water Wells	289,321	14,000	303,321
Water Billing & Accounting	187,083	1,766	188,849
Water Capital Outlay & Improvements	563,073	102,096	665,169
Water Debt Service	188,071	-	188,071
Water Transfers Out	444,850	-	444,850
Sewage Plant Operations	1,015,444	(8,366)	1,007,078
Sewage Maint. & Operations	344,862	19,829	364,691
Sewage Billing & Accounting	171,972	1,766	173,738
Sewage Capital Outlay & Improvements	1,571,123	22,600	1,593,723
Sewage Transfers Out	444,850	-	444,850
Total Enterprise Funds	6,105,992	154,384	6,260,376
Employee Insurance	2,692,185	-	2,692,185
Total Insurance Fund	2,692,185	-	2,692,185
Fleet Expenditures	1,985,204	4,336	1,989,540
Total Fleet Management Fund	1,985,204	4,336	1,989,540
Central Equipment Expenses	108,252	23,384	131,636
Total Central Equipment Fund	108,252	23,384	131,636
IT Services	1,043,061	75,000	1,118,061
Total IT Service Fund	1,043,061	75,000	1,118,061

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	3,916,329	-	3,916,329
Licenses & Permits	996,540	-	996,540
Intergovernmental Revenue	9,778,230	-	9,778,230
Charges for Services	668,247	-	668,247
Fines & Forfeitures	327,500	-	327,500
Miscellaneous Revenue	351,679	-	351,679
Transfers In	1,005,007	-	1,005,007
Total General Fund	17,043,532	-	17,043,532
Licenses & Permits	250,000	-	250,000
Intergovernmental Revenue	72,000	-	72,000
Miscellaneous Revenue	20,000	-	20,000
Transfers In	1,276,901	-	1,276,901
Total Affordable Housing Fund	1,618,901	-	1,618,901
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	-	-	-
Total Parking Exactions Fund	65,500	-	65,500
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	3,900	-	3,900
Total Park Exactions Fund	13,900	-	13,900
Miscellaneous Revenue	431,160	-	431,160
Transfers In	212,026	-	212,026
Total Employee Housing Fund	643,186	-	643,186
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	334,124	-	334,124
Miscellaneous Revenue	100	-	100
Total Lodging Tax Fund	334,224	-	334,224
Intergovernmental Revenue	10,943,221	-	10,943,221
Charges for Services	955,816	-	955,816
Miscellaneous Revenue	13,000	-	13,000
Transfers In	420,497	-	420,497
Total START Fund Revenues	12,332,534	-	12,332,534
Intergovernmental	1,453,581	-	1,453,581
Miscellaneous Revenue	298,368	-	298,368
Transfers In	2,022,500		2,022,500
Total Capital Projects Fund	3,774,449	-	3,774,449
Miscellaneous Revenue	4,400	-	4,400
Total 2006 SPET	4,400	-	4,400
Intergovernmental	94,199	-	94,199
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	100,199	-	100,199
Miscellaneous	55,900	-	55,900
Total 2014 SPET	55,900		55,900
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Miscellaneous	6,500	-	6,500
Total 2017 SPET	6,500	-	6,500
Taxes	2,221,566	-	2,221,566
Miscellaneous	3,500	-	3,500
Total 2019 SPET	2,225,066	-	2,225,066
Water Intergovernmental	101,250	-	101,250
Water Charges for Services	2,370,617	-	2,370,617
Water Miscellaneous	79,720	-	79,720
Water Transfers In	75,000	-	75,000
Sewage Charges for Services	2,516,658	-	2,516,658
Sewage Miscellaneous	70,800	-	70,800
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,289,045	-	5,289,045
Charges for Services	2,172,469	-	2,172,469
Miscellaneous Revenue	37,000	-	37,000
Transfers In	450,000	-	450,000
Total Employee Insurance Fund	2,659,469	-	2,659,469
Charges for Services	1,574,446	-	1,574,446
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	1,575,046	-	1,575,046
Miscellaneous Revenue	25,700	-	25,700
Transfers In	200,000	-	200,000
Total Central Equipment Fund	497,550	-	497,550
Charges for Services	820,643	-	820,643
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	821,643	-	821,643

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(5,743,807)	(637,175)	(6,380,982)
Affordable Housing	995,292	-	995,292
Parking Exactions Fund	40,500	(1,500)	39,000
Park Exactions Fund	13,900	-	13,900
Employee Housing Fund	(17,969)	-	(17,969)
Animal Care Fund	(29,800)	-	(29,800)
Lodging Tax Fund	-	(126,450)	(126,450)
Start Fund	(747,246)	(39,755)	(787,001)
Capital Projects	(368,575)	(20,000)	(388,575)
2006 SPET	(100,733)	-	(100,733)
2010 SPET	(65,661)	-	(65,661)
2014 SPET	(184,067)	-	(184,067)
2016 SPET	(24,350)	-	(24,350)
2017 SPET	(963,869)	-	(963,869)
2019 SPET	1,770,066	-	1,770,066
Enterprise Funds	(816,947)	(154,384)	(971,331)
Employee Insurance Fund	(32,716)	-	(32,716)
Fleet Management Fund	(410,158)	(4,336)	(414,494)
Central Equipment Fund	389,298	(23,384)	365,914
IT Services Fund	(221,418)	(75,000)	(296,418)

PASSED, APPROVED, & ADOPTED this 21st day of June , 2021

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Lynsey Lenamond
Town Clerk

Exhibit A -Schedule of Increases\Decreases

General Fund Expenditures and Other Uses		
Mayor & Town Council		
Litigation	70,000	Litigation
General/Office Supplies	1,000	Exceeded COVID-19 budget reductions
Printing & Publication	500	Exceeded COVID-19 budget reductions
Town Attorney		
State Unemployment	1,746	State increased SUTA effective 1/1/2021
Municipal Judge		
State Unemployment	1,559	State increased SUTA effective 1/1/2021
Administration		
Dues & Subscriptions	1,497	Exceeded COVID-19 budget reductions
State Unemployment	1,152	State increased SUTA effective 1/1/2021
Town Clerk & Personnel		
Employee Recruitment	10,000	Additional recruiting
Employee Recognition Program	6,000	Value Rocks and Longevity Awards
Dues & Subscriptions	100	Exceeded COVID-19 budget reductions
State Unemployment	3,089	State increased SUTA effective 1/1/2021
Finance		
State Unemployment	3,519	State increased SUTA effective 1/1/2021
Community Development		
State Unemployment	2,191	State increased SUTA effective 1/1/2021
Information Technology		
Petroleum Products	500	Exceeded budget
State Unemployment	3,611	State increased SUTA effective 1/1/2021
Planning		
State Unemployment	2,846	State increased SUTA effective 1/1/2021
Town Facilities		
Parking Garage	2,800	Exceeded COVID-19 budget reductions
Home Ranch Restrooms	2,000	Exceeded COVID-19 budget reductions
Deloney Restrooms	3,300	Exceeded COVID-19 budget reductions
155 Pearl St	900	Exceeded budget
Snow King Sports & Events Center	1,000	Exceeded COVID-19 budget reductions
Police - Administration		
State Unemployment	2,166	State increased SUTA effective 1/1/2021
Police - Investigations		
Salaries & Benefits	35,895	Reclass SERT position to Investigations from Patrol division
State Unemployment	696	State increased SUTA effective 1/1/2021
Police - Patrol		
Salaries & Benefits	(35,895)	Reclass SERT position to Investigations from Patrol division
State Unemployment	20,225	State increased SUTA effective 1/1/2021
Police - Community Service Officer		
State Unemployment	3,503	State increased SUTA effective 1/1/2021
Victim Services		
State Unemployment	1,743	State increased SUTA effective 1/1/2021
Animal Shelter/Control		
Training, Travel, & Meetings	1,000	Exceeded COVID-19 budget reductions
State Unemployment	742	State increased SUTA effective 1/1/2021
Building Inspections		
Bank/Credit Card Fees	7,500	New fee allocation
State Unemployment	2,512	State increased SUTA effective 1/1/2021
Public Works Administration		
Overtime	829	Exceeded COVID-19 budget reductions
State Unemployment	1,745	State increased SUTA effective 1/1/2021
Yard Operations		
Training, Travel, & Meetings	100	Exceeded COVID-19 budget reductions
Utilities	10,000	Exceeded COVID-19 budget reductions

Streets		
State Unemployment	5,844	State increased SUTA effective 1/1/2021
R & M - Street Lights	7,000	Exceeded COVID-19 budget reductions
R & M - Snow Clearing	(7,000)	Reallocate funds
Overtime	2,460	Exceeded COVID-19 budget reductions
R & M - Winter Sanding	(29,000)	Reallocate funds
R & M - Paint Projects	39,000	Cost increase and extra paint projects
Engineering		
Training, Travel, & Meetings	1,000	Exceeded COVID-19 budget reductions
State Unemployment	3,068	State increased SUTA effective 1/1/2021
Community Initiatives		
Recycling Services	3,000	Cost increase
Memorial Park (Cemetery)		
State Unemployment	93	State increased SUTA effective 1/1/2021
Town-Wide Services		
COVID-19	110,940	COVID-19 expenditures
Professional Services	2,500	Spanish fluency testing services
County Budgeted Joint Programs		
Communications Center	200,000	Town 45% match for County budget amendment
Fire/EMS Operations	83,861	Town 45% match for County budget amendment
Parks & Recreation Operations	37,341	Town 45% match for County budget amendment
Housing Dept Operations	4,997	Town 45% match for County budget amendment
Total General Fund	**637,175**	
Special Revenue Fund Expenditures and Other Uses		
Parking Exactions Fund		
Bank/Credit Card Fees	1,500	New fee allocation
START Administration		
Employee Recruitment	15,000	Director and Operator recruiting
State Unemployment	2,515	State increased SUTA effective 1/1/2021
START Operations		
State Unemployment	22,240	State increased SUTA effective 1/1/2021
Lodging Tax Fund		
Transfer to Start Bus System	126,450	Town 45% share of Salt Lake Express contract
Total Special Revenue Fund	**167,705**	
Capital Project Fund Expenditures and Other Uses		
Capital Projects Fund		
Hansen Sidewalk	20,000	Exceeded budget
Jackson Street - Sidewalk	-	Exceeded budget
Total Capital Projects Fund	**20,000**	
Water Fund Expenditures and Other Uses		
Maintenance & Operations		
Repair & Maint - Shop Parts	4,111	Exceeded COVID-19 budget reductions
Uniform Cleaning	436	Exceeded COVID-19 budget reductions
Repair & Maint - Dist Syst	(14,000)	Reallocate funds
Litigation	7,500	Litigation
State Unemployment	2,646	State increased SUTA effective 1/1/2021
Wells		
Repair & Maint - Machinery	14,000	Reallocate funds
Billing & Accounting		
Banking Fees	260	Exceeded budget
Credit Card Fees	720	Exceeded budget
State Unemployment	786	State increased SUTA effective 1/1/2021
Capital Outlay		
Well #7	12,096	Exceeded budget
Cache Creek - Broadway Willow	90,000	Contract amendment approved at 5/17/2021 Regular Council
Total Water Fund	**118,555**	

Sewer Fund Expenditures and Other Uses		
Plant Operations		
State Unemployment	2,651	State increased SUTA effective 1/1/2021
Litigation	7,500	Litigation
Salaries & Benefits	(18,518)	Staff reallocation
Maintenance & Operations		
State Unemployment	1,312	State increased SUTA effective 1/1/2021
Salaries & Benefits	18,518	Staff reallocation
Billing & Accounting		
Banking Fees	260	Exceeded budget
Credit Card Fees	720	Exceeded budget
State Unemployment	786	State increased SUTA effective 1/1/2021
Capital Outlay		
Cache Creek Phase 2C	19,100	FY2020 Capital Project Budget Roll-Over
UV Siding	3,500	FY2020 Capital Project Budget Roll-Over
Total Sewage Fund	**35,829**	

Internal Service Fund Expenditures and Other Uses		
IT Service Fund		
Contract Maintenance	150,000	Security platform purchase, vendor price increases
Rubrik Backup System Expansion	(75,000)	Project not needed
Fleet Management Fund		
State Unemployment	4,336	State increased SUTA effective 1/1/2021
Central Equipment Fund		
Vehicle - Patrol	23,384	Carryover from FY2020
Total Internal Service Fund	**102,720**	
Total Expenditures and Other Uses	**1,081,984**	

Special Revenue Fund		
START Fund		
Teton County Grant - Operation	(126,450)	Reduce County 55% share of Salt Lake Express contract
Transfer In - Town Lodging Tax	126,450	Town 45% share of Salt Lake Express contract
Total Special Revenue Fund	**-**	
Total Revenues and Other Sources	**-**	

STAFF REPORT

Meeting Date:	June 21, 2021	**Meeting Title:**	Regular Meeting
Submitting Department:	Administration, Finance	**Presenter:**	Larry Pardee, Kelly Thompson
Agenda Item:	Adoption of Fiscal Year 2022 Budget	**Public Comment:**	Yes

Purpose & Policy Considerations.
To pass a resolution adopting the Fiscal Year 2022 Budget. It is necessary for the Mayor to open a public hearing to hear public comment regarding the budget. After public comment has been taken, the Mayor must close the public hearing.

Requested Action.
Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.
Staff recommends that the Mayor & Council approve the attached resolution.

Background.
The Mayor and Council are required by statute and sound fiscal management practice to formally adopt an annual budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1. By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

Analysis. Preserving, Resorting & Investing for the best possible future for the Town of Jackson.

The Town of Jackson's mission is to provide municipal services that enhance the quality of life for our residents and guests and to help support the local economy. We train, mentor and challenge our employees to develop to their highest potential and provide service that exceeds expectations.
We foster partnerships to solve problems and more effectively use our resources. We appreciate the unique environmental resources and scenic beauty where we live and work and acknowledge our responsibilities to future generations.

Preservation – We are preserving and protecting the environment, people, and economy that helps us maintain the quality of life we all cherish. When we think of things to preserve, many of them are the "unsung services" that we hear about when they are not working but rarely when things are going smoothly, which in Jackson, is most of the time. This includes the roads, sidewalks, public facilities, water, sewer, Fire/EMS, and police. It also includes the health and human service provided to ensure everyone in our community, especially the youngest and oldest among us, can find care when they need it most and can live a life with dignity.

- $1.3M to 25 local organizations to preserve community health and human services and other community initiatives.
- $34M to help 39 Town of Jackson Core Program Services provide for the health, safety and welfare of our community.

Restoration – One year ago, no one knew what the COVID-19 pandemic would bring or how long-lasting the effects on the health of individuals or our local economy would be. We made prudent decisions to cut as we waited out the last year and are now in a position to restore things to pre-pandemic levels. The FY22 budget includes $33M in program service expenditures, restoring funding for all our 39 programs and $21M in Capital projects for major maintenance and new capital projects.

- Restored 6.5 FTE positions totaling $638k for an associate engineer, a patrol officer, a community service officer, a principal long-range planner, an information coordinator, and START bus drivers to pre-COVID staffing levels.
- $1.4M for affordable housing - $412,444 for operation and $1,125,000 supply,
- $560-K for Town employee housing.
- $100-K in employee leadership, culture and diversity, equity & inclusion training opportunities.
- $550-K for central equipment to replace vehicles and heavy equipment.

Investment – As much as we all focus on the day-to-day and what is right in front of us, we are also determined to consider and invest in choices we can make today that will lead to the best possible future for Town residents. To that end, we are investing in the future health, safety and welfare of our community including affordable housing, the environment, multimodal transit, parks and recreation, and for the first time programs and services our community has asked us to provide support not previously seen.

- $100K for Childcare – this budget will also prioritize finding levers to address the challenges families have with finding safe and affordable options for early childhood education in our community.
- Staff time to implement Council priorities.
- New capacity with **8.5 FTE** positions totaling $1.3M including:
    - Mental Health Advocate to work in the Police Department and support individuals needing assistance from a mental health provider
    - Affordable Housing to help with supply and enforcement programs
    - START bus drivers shifting from seasonal to full time and 2 additional Commuter Driver
    - Joint Transportation Integrated Transportation Plan Lead
    - Eco-System Stewardship Administrator
    - Joint Parks/Rec & Pathways Project Manager
- START's new route plan will be fully implemented utilizing $1.4M to improve efficiency and capacity through new micro-transit east Jackson, express runs to Teton Village, and new additional routes for commuter services.
- Capital Improvements:
    - $6M for initial construction on the Core Services Fleet Maintenance Facility.
    - $2.3M in pedestrian improvements projects on Rancher Street and Pearl Avenue in Town.
    - $233k upgrades to Snow King Sports & Events Center.
    - $225K in Stormwater improvements and upgrades
    - $45k in Public Arts Program Projects.

Alternatives (Optional).
None

Comprehensive Plan & Priority Alignment.
Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
  - Policy 8.1.e: Budget for service delivery
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.
The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

Staff Impact.
Town Manager, Directors, and staff spend about 2,500 hours during the annual budget process.

Attachments or Links.
Resolution 21-21 adopting the Fiscal Year 2022 Budget.
Public e-mail comments

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

I move to approve Resolution 21-21 adopting the fiscal year 2022 budget.

RESOLUTION 21-21

A RESOLUTION ADOPTING THE FISCAL YEAR 2022 BUDGET FOR THE TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2022 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2022
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	**$17,562,318**	**$ 9,266,585**	**$16,479,263**	**$10,381,089**	**$ 3,321,856**	**$ 57,011,111**
Revenues:						
Taxes	9,019,898	918,085	6,147,490	-	-	16,085,473
Licenses & Permits	1,279,143	391,000	-	-	-	1,670,143
Intergovernmental	12,433,361	9,089,719	649,434	-	-	22,172,514
Charges for Services	656,549	1,413,624	-	5,614,318	6,529,163	14,213,654
Fines & Forfeitures	350,000	-	-	-	-	350,000
Miscellaneous Revenue	370,463	648,060	235,569	133,920	16,100	1,404,112
Total Revenues	**24,109,414**	**12,460,488**	**7,032,493**	**5,748,238**	**6,545,263**	**55,895,895**
Transfers In	1,610,916	3,367,254	5,450,242	640,000	75,000	11,143,412
Total Sources	**25,720,330**	**15,827,742**	**12,482,735**	**6,388,238**	**6,620,263**	**67,039,307**
Expenditures:						
General Government	6,592,783	476,459	420,000	-	4,077,354	11,566,596
Public Safety	9,092,013	20,000	900,178	-	327,500	10,339,691
Public Works	2,803,183	-	9,981,428	5,190,596	2,285,395	20,260,602
Community Health & Human Services	1,114,659	-	-	-	-	1,114,659
Community Initiatives	296,300	1,589,044	-	-	-	1,885,344
Transit	-	12,001,153	-	-	-	12,001,153
Culture & Recreation	1,422,510	357,156	932,929	-	-	2,712,595
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	327,562	-	-	-	-	327,562
Total Expenditures	**21,649,010**	**14,443,812**	**12,234,535**	**5,257,566**	**6,690,249**	**60,275,172**
Transfers Out	8,087,686	1,037,234	640,000	1,378,492	-	11,143,412
Total Uses	**29,736,696**	**15,481,046**	**12,874,535**	**6,636,058**	**6,690,249**	**71,418,584**
Ending Fund Balance	**$ 13,545,952**	**$ 9,613,281**	**$ 16,087,463**	**$ 10,133,269**	**$ 3,251,870**	**$ 52,631,834**
Change in Fund Balance	***(4,016,366)***	***346,696***	***(391,800)***	***(247,820)***	***(69,986)***	***(4,379,277)***

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2022:

General Fund	
General Government	
Mayor & Town Council	$ 895,091
Town Attorney	547,795
Municipal Judge	279,131
Administration	310,836
Town Clerk & Personnel	780,755
Finance	638,047
Community Development	640,305
Information Technology	850,143
Planning	911,374
Town Facilities	739,306
Public Safety	
Police	5,438,573
Fire/EMS (County)	2,023,148
Communications Center (County)	561,970
Victim Services	341,592
Animal Shelter/Control	284,925
Building Inspections	441,805
Public Works	
Publice Works Administration	341,796
Streets	1,792,345
Town Engineer	619,333
Yard Operations	49,709
Health and Welfare	
Social Services	1,114,659
Community Development	
Community Promotion	296,300
Culture and Recreation	
Parks & Recreation (County)	1,356,225
Pathways	47,295
Memorial Park (Cemetery)	18,990
Unallocated	
Town-Wide Services & Insurance	327,562
Transfers Out	8,087,686
Total	$ 29,736,696

Special Revenue Funds	
Affordable Housing	
Community Development	$ 1,587,444
Parking Exactions	
Community Development	1,600
Park Exactions	
Culture & Recreation	30,000
Employee Housing	
General Government	476,459
Transfers Out	76,744
Animal Care	
Public Safety	20,000
Transfers Out	35,000
Lodging Tax	
Culture and Recreation	327,156
Transfers Out	804,810
START Bus System	
Administration	1,519,766
Operations	5,012,820
Capital Outlay	5,468,567
Transfers Out	120,680
Total	$ 15,481,046

Capital Projects Funds	
Capital Projects (5th cent)	
Public Works	
Annual Street Reconstruction	$ 825,000
Stormwater Upgrades	225,000
Upper Deck Concrete Sealing & Restriping	125,000
Public Works Epoxy Roof Coating (Bays 1 - 5)	135,000
Rancher Street - Complete Street	1,320,000
Vine St (Sewer, Water, Complete Street) 770' - LF	60,000
Pearl St. Sidewalk - Willow to Gros Ventre	600,000
Rusty Parrot Storm Cost Share	60,000
Thaw Well #3 SCADA	30,000
Home Ranch Heat Pump and Control Replacement	36,500
Pathways	
TOJ Bicycle Network Improvements	20,000
Pathways Annual Cap. Repairs	26,523
Garaman Flood Mitigation	100,000
Bike Racks	7,000
Pathway Benches	5,000
USFWS Connector & North Cache Streetscape - Planning Study North Park	10,000
Town Mobility Overlay	50,000
High School Road Southside Pathway (WYDOT TAP Funding)	15,000
Scott Lane-Maple Way Bike/PED/ADA Improvements	15,000
Culture and Recreation	
Parks & Rec Capital	451,406
Snow King Center Improvements - Fascia & Soffit	155,000
Snow King Center Improvements - Emergency East Egrees Snow Roof	10,000
Snow King Ice Patio Replacement/Airlock Doors Replacement	25,000
Snow King Maintenance Shop Epoxy for Flooring	43,000
Public Safety	
Fire/EMS	853,278
Patrol Rifles	29,900
Police Department Tasers	17,000
General Government	
Si Ferrin Commercial Remodel	250,000
Council Chambers A/V Upgrade	125,000
Public Arts Program Projects	45,000
Transfers Out	640,000
2014 SPET	
North Cache Streetscape Phase II	130,000
2016 SPET	
West Broadway Landslide	20,000
2017 SPET	
Center Street ADA - Design	20,000
Pearl Ave Willow to Gros Ventre	379,928
ADA Improvements Design - King St & Deloney St.	15,000
2019 SPET	
Core Maintenance Facility	6,000,000
Total	$ 12,874,535
Enterprise Funds	
Water Utility	
Public Works	
Maintenance and operations	$ 939,235
Water wells	254,374
Billing, accounting, & insurance	251,355
Capital outlay	1,012,000
Debt service	66,970
Transfers Out	689,246
Sewage Utility	
Public Works	
Sewage plant operations	972,163
Maintenance and operations	404,343
Billing, accounting, & insurance	251,626
Capital outlay	1,105,500
Transfers Out	689,246
Total	$ 6,636,058
Internal Service Funds	
Employee Insurance	$ 2,850,726
Fleet Management	2,063,395
Central Equipment	549,500
IT Services	1,226,628
Total	$ 6,690,249

PASSED, APPROVED, & ADOPTED this 21st **day of** June **, 2021**
Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Lynsey Lenamond
Town Clerk

STAFF REPORT

MEETING DATE & TITLE: June 7 Regular Town Council

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Lynsey Lenamond

SUBJECT: Ordinance X Annexing a portion of High School Road – approximately 1709.7 linear feet starting at South Park Loop and going east **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATION:
Wyoming Statutes require all annexations be conducted by Ordinance. These annexations will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws.

REQUESTED ACTION:
Staff requests Council approval of Ordinance X, as presented that allows annexation of one portion of a roadway to clarify the Town's jurisdictional boundaries.

RECOMMENDATION:
Staff recommends Council approve Ordinance X at first reading as presented.

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 boundaries 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 area to be annexed with Ordinance X is identified as

- A portion of High School Road – approximately 1709.7 linear feet starting at South Park Loop and going east

At the May 17, 2021, Regular Town Council meeting the required Public Hearing was opened and then continued to the June 7, 2021 Regular Town Council meeting to allow staff to prepare the required ordinances for consideration. There was no public comment received on any of the proposed annexation requests. The ordinances are now ready for adoption.

The ordinances are being presented for first reading again as the exhibits were not attached to the ordinances at the June 7 meeting and were only attached to the public hearing staff report.

ANALYSIS:
This item represents the first reading for Ordinance X, which will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws. This item has been discussed in previous workshops and regular meetings.

ALTERNATIVES (Optional):

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:
Approval of the proposed annexations would be consistent with and/or further the following goals in the Comprehensive Plan: Policy 3.3.c: Provide predictability in land use decisions.

- Approval of annexations will expand the Town boundaries 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.

- The annexations of the proposed properties will create an opportunity to better plan for and enhance these important gateways 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 these highly visible gateways.

FISCAL IMPACT:

The fiscal impact of these annexations is approximately $2,200-2,600 and includes preparation of surveys, legal descriptions, and administrative costs associated with recording documents and advertising. As noted in the Annexation Reports, there would be no fiscal impact to property owners.

STAFF IMPACT:

The impact on staff when an ordinance is passed includes the Town Clerk's office preparing the ordinances for publication at third reading, updating the Jackson Municipal Code, posting the ordinances on the website and placing the fully executed ordinances in the permanent record storage books in the vault.

ATTACHMENTS OR LINKS:

Ordinance X

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Ordinance X, annexing a portion of High School Road – approximately 1709.7 linear feet starting at South Park Loop and going east, on first reading as presented.

ORDINANCE X

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.
The City of Jackson hereby finds as follows:

a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of High School Road, situate in S1/2 NW1/4 Section 6, Township 40 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Kenneth Magrath, a Professional Land Surveyor, licensed in the State of Wyoming; and
c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

.

SECTION II.
That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.
On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.
The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibits A and classify it consistent with the adjacent zoning.

SECTION V.
The Clerk of the City of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

SECTION VI.
This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.
PASSED 2ND READING THE _____ DAY OF _____, 2021.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, 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 & 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 ___ in Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____
Lynsey Lenamond, Town Clerk

Exhibit A

½ MILE RADIUS
COTTONWOOD PARK
CORNER CREEK
MIDDLE SCHOOL ROAD
ELEMENTARY SCHOOL
HIGH SCHOOL
SUBJECT PROPERTY

STAFF REPORT

MEETING DATE & TITLE: June 7 Regular Town Council

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Lynsey Lenamond

SUBJECT: Ordinance Y, Annexing a portion of Highway 22 – at the Y where it connects with Hwy 89 and the Town's western border **PUBLIC COMMENT:** Yes

PURPOSE & POLICY CONSIDERATION:
Wyoming Statutes require all annexations be conducted by ordinance. This annexation will clarify the Town's jurisdictional boundary and allow for consistent enforcement of Town laws.

REQUESTED ACTION:
Staff requests Council approval of Ordinance Y as presented.

RECOMMENDATION:
Staff recommends Council approve Ordinance Y at first reading as presented.

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 boundaries 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 area to be annexed with Ordinance Y is:

- a portion of Highway 22 – at the Y where it connects with Hwy 89 and the Town's western border.

At the May 17, 2021, Regular Town Council meeting the required Public Hearing was opened and then continued to the June 7, 2021 Regular Town Council meeting to allow staff to prepare the required ordinances for consideration. There was no public comment received on any of the proposed annexation requests. The ordinances are now ready for adoption.

The ordinances are being presented for first reading again as the exhibits were not attached to the ordinances at the June 7 meeting and were only attached to the public hearing staff report.

ANALYSIS:
This item represents the first reading for Ordinance Y, which will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws. This item has been discussed in previous workshops and regular meetings.

ALTERNATIVES (Optional):

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:
Approval of the proposed annexations would be consistent with and/or further the following goals in the Comprehensive Plan: Policy 3.3.c: Provide predictability in land use decisions.

- Approval of annexations will expand the Town boundaries 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.

- The annexations of the proposed properties will create an opportunity to better plan for and enhance these important gateways 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 these highly visible gateways.

FISCAL IMPACT:

The fiscal impact of these annexations is approximately $2,200-2,600 and includes preparation of surveys, legal descriptions, and administrative costs associated with recording documents and advertising. As noted in the Annexation Reports, there would be no fiscal impact to property owners.

STAFF IMPACT:

The impact on staff when an ordinance is passed includes the Town Clerk's office preparing the ordinances for publication at third reading, updating the Jackson Municipal Code, posting the ordinances on the website and placing the fully executed ordinances in the permanent record storage books in the vault.

ATTACHMENTS OR LINKS:

Ordinance Y

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Ordinance Y, annexing a portion of Highway 22 – at the Y where it connects with Hwy 89 and the Town's western border. on first reading as presented.

ORDINANCE Y

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.
The City of Jackson hereby finds as follows:

a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of Wyoming State Highway No. 22, situate in S1/2 NE1/4 Section 32, Township 41 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.
That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.
On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.
The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A and classify it consistent with the adjacent zoning.

SECTION V.
The Clerk of the City of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

SECTION VI.
This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.
PASSED 2ND READING THE _____ DAY OF _____, 2021.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

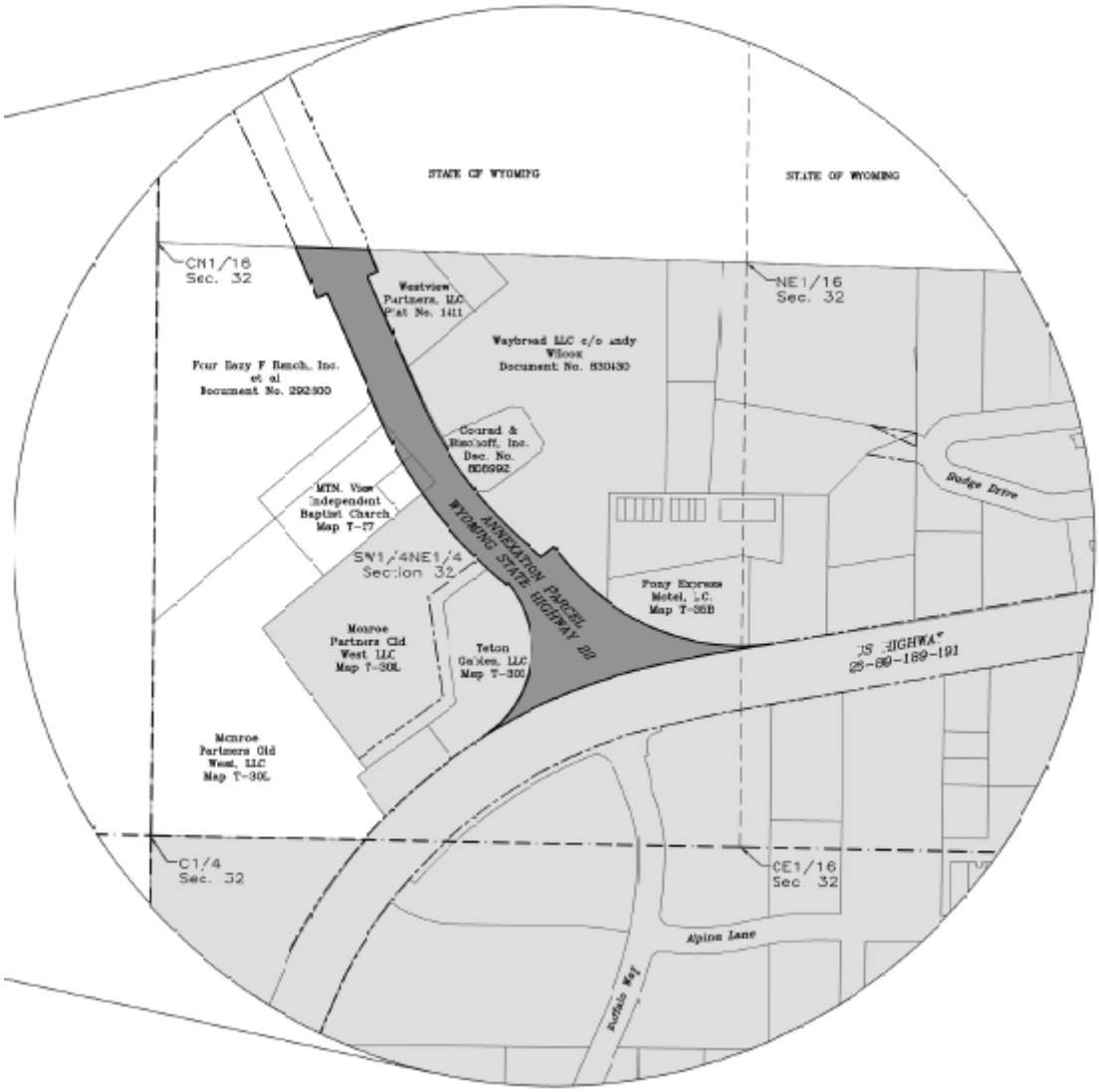
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ___ was duly published in the Jackson Hole News & 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 ___ in Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____
Lynsey Lenamond, Town Clerk

Exhibit A


STATE OF WYOMING
STATE OF WYOMING
CN1/16
Sec. 32
NE1/16
Sec. 32
Westview
Partners, LLC
Plat No. 1411
Waybread LLC c/o Andy
Wilcox
Document No. 830430
Four Bazy F Ranch, Inc.
et al
Document No. 292900
Conrad &
Rachoff, Inc.
Doc. No.
ANNEXATION PARCEL
WYOMING STATE HIGHWAY 22
Dodge Drive
MTN. View
Independent
Baptist Church
Map T-27
SW1/4NE1/4
Section 32
Pony Express
Motel, LC.
Map T-28B
Monroe
Partners Old
West LLC
Map T-30L
Teton
Gables, LLC
Map T-30C
US HIGHWAY
25-89-189-191
Monroe
Partners Old
West, LLC
Map T-30L
C1/4
Sec. 32
CE1/16
Sec. 32
Alpine Lane
Buffalo Way

STAFF REPORT

MEETING DATE & TITLE: June 7 Regular Town Council

SUBMITTING DEPARTMENT: Administration

PRESENTER: Lynsey Lenamond

SUBJECT: Ordinance Z, Annexing a portion of Highway 89 – at Dairy Queen and to the Town's northern border

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATION:
Wyoming Statutes require all annexations be conducted by ordinance. This annexation will clarify the Town's jurisdictional boundary and allow for consistent enforcement of Town laws.

REQUESTED ACTION:
Staff requests Council approval of Ordinance Z as presented.

RECOMMENDATION:
Staff recommends Council approve Ordinance Z at first reading as presented.

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 boundaries 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 area to be annexed with Ordinance Z is identified as

- a portion of Highway 89 – at Dairy Queen and to the Town's northern border

At the May 17, 2021, Regular Town Council meeting the required Public Hearing was opened and then continued to the June 7, 2021 Regular Town Council meeting to allow staff to prepare the required ordinances for consideration. There was no public comment received on any of the proposed annexation requests. The ordinances are now ready for adoption.

The ordinances are being presented for first reading again as the exhibits were not attached to the ordinances at the June 7 meeting and were only attached to the public hearing staff report.

ANALYSIS:
This item represents the first reading for Ordinance Z, which will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws. This item has been discussed in previous workshops and regular meetings.

ALTERNATIVES (Optional):

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:
Approval of the proposed annexations 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 annexations will expand the Town boundaries 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.

- The annexations of the proposed properties will create an opportunity to better plan for and enhance these important gateways 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 these highly visible gateways.

FISCAL IMPACT:

The fiscal impact of these annexations is approximately $2,200-2,600 and includes preparation of surveys, legal descriptions, and administrative costs associated with recording documents and advertising. As noted in the Annexation Reports, there would be no fiscal impact to property owners.

STAFF IMPACT:

The impact on staff when an ordinance is passed includes the Town Clerk's office preparing the ordinances for publication at third reading, updating the Jackson Municipal Code, posting the ordinances on the website and placing the fully executed ordinances in the permanent record storage books in the vault.

ATTACHMENTS OR LINKS:

Ordinance Z

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Ordinance Z, annexing a portion of Highway 89 – at Dairy Queen and to the Town's northern border, on first reading as presented.

ORDINANCE Z

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.
The City of Jackson hereby finds as follows:

a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of North Cache Street, situate in SW1/4 NW1/4 Section 27 & SE1/4 NE1/4 Section 28, Township 41 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.
That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.
On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.
The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A and classify it consistent with the adjacent zoning.

SECTION V.
The Clerk of the City of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

SECTION VI.
This Ordinance shall be in full force and effect upon its publication..

PASSED 1ST READING THE _____ DAY OF _____, 2021.
PASSED 2ND READING THE _____ DAY OF _____, 2021.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

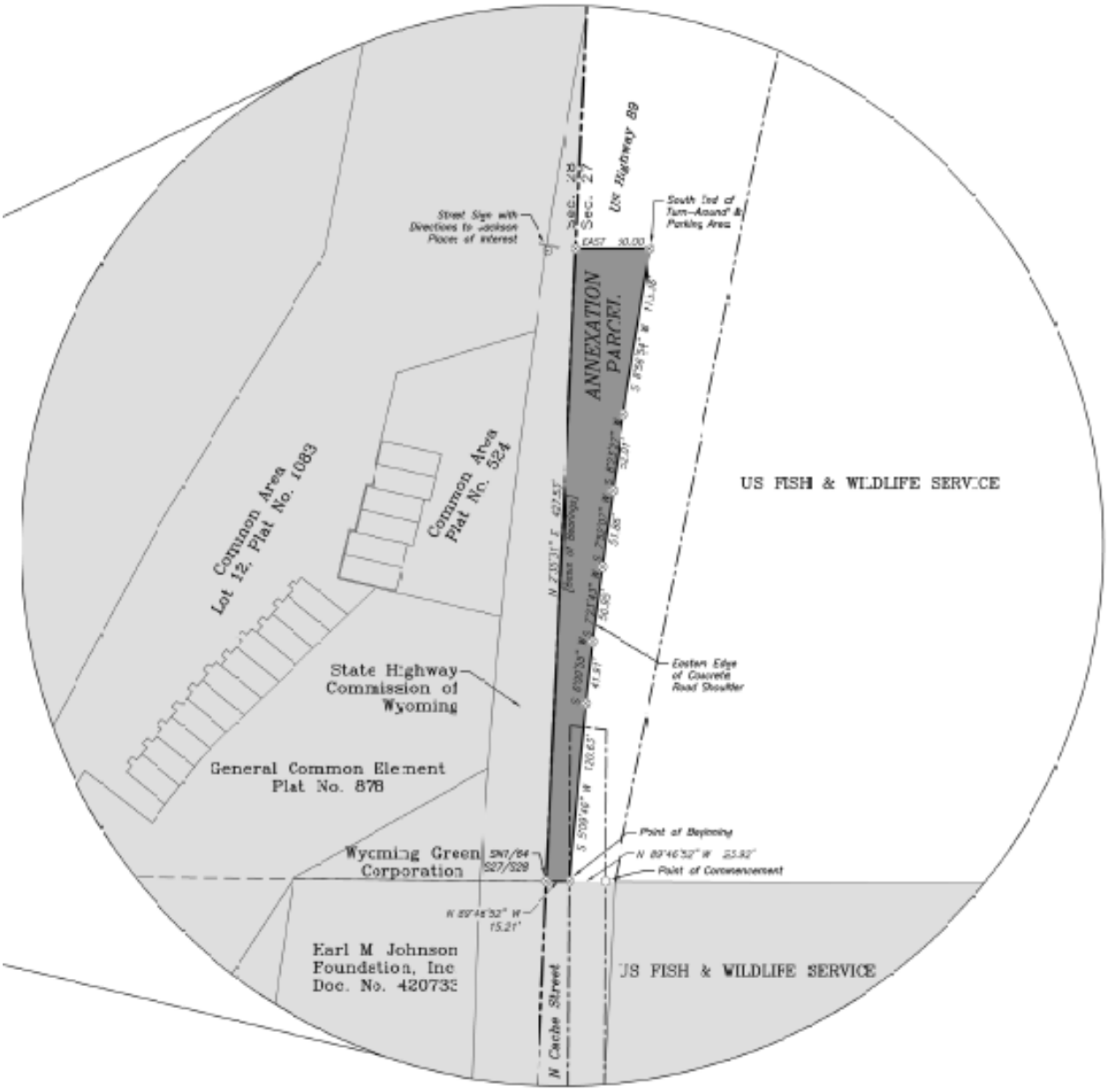
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ___ was duly published in the Jackson Hole News & 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 ___ in Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____
Lynsey Lenamond, Town Clerk

Exhibit A


US Highway 89
Sec. 27
Street Sign with Directions to Jackson Places of Interest
South End of Turn-Around & Parking Area
EAST 30.00
ANNEXATION PARCEL
S 89°59'54" W 113.38'
Common Area Lot 12, Plat No. 1083
Common Area Plat No. 524
US FISH & WILDLIFE SERVICE
N 2°03'31" E 497.57'
(Basis of Bearings)
S 72°03'07" W 51.88'
S 72°03'07" W 50.00'
S 69°03'33" W 41.91'
Eastern Edge of Concrete Road Shoulder
State Highway Commission of Wyoming
General Common Element Plat No. 878
S 5°09'46" W 120.63'
Point of Beginning
N 89°46'52" W 25.92'
Point of Commencement
Wyoming Green Corporation
SW1/64 S27/S28
N 89°46'52" W 15.21'
Earl M Johnson Foundation, Inc Doc. No. 420733
US FISH & WILDLIFE SERVICE
N Cache Street

STAFF REPORT

MEETING DATE & TITLE: June 7 Regular Town Council

SUBMITTING DEPARTMENT: Administration

PRESENTER: Lynsey Lenamond

SUBJECT: Ordinance A, Annexing a .49 acre rural parcel along Flat Creek

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATION:
Wyoming Statutes require all annexations be conducted by ordinance. This annexation will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws.

REQUESTED ACTION:
Staff requests Council approval of Ordinance A as presented.

RECOMMENDATION:
Staff recommends Council approve Ordinance A at first reading as presented.

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 boundaries 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 area to be annexed with Ordinance A is identified as a .49 acre rural parcel along Flat Creek

At the May 17, 2021, Regular Town Council meeting the required Public Hearing was opened and then continued to the June 7, 2021 Regular Town Council meeting to allow staff to prepare the required ordinances for consideration. There was no public comment received on any of the proposed annexation requests. The ordinances are now ready for adoption.

The ordinances are being presented for first reading again as the exhibits were not attached to the ordinances at the June 7 meeting and were only attached to the public hearing staff report.

ANALYSIS:
This item represents the first reading for Ordinance A, which will clarify the Town's jurisdictional boundaries and allow for consistent enforcement of Town laws. This item has been discussed in previous workshops and regular meetings.

ALTERNATIVES (Optional):

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:
Approval of the proposed annexations would be consistent with and/or further the following goals in the Comprehensive Plan: Policy 3.3.c: Provide predictability in land use decisions.

- Approval of annexations will expand the Town boundaries 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.

- The annexations of the proposed properties will create an opportunity to better plan for and enhance these important gateways 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 these highly visible gateways.

FISCAL IMPACT:
The fiscal impact of these annexations is approximately $2,200-2,600 and includes preparation of surveys, legal descriptions, and administrative costs associated with recording documents and advertising. As noted in the Annexation Reports, there would be no fiscal impact to property owners.

STAFF IMPACT:
The impact on staff when an ordinance is passed includes the Town Clerk's office preparing the ordinances for publication at third reading, updating the Jackson Municipal Code, posting the ordinances on the website and placing the fully executed ordinances in the permanent record storage books in the vault.

ATTACHMENTS OR LINKS:
Ordinance A

SUGGESTED MOTION:
(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Ordinance A, annexing a .49 acre rural parcel along Flat Creek on first reading as presented.

ORDINANCE A

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE NEIGHBORHOOD LOW DENSITY – 3 (NL-3) DISTRICTAND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.
The City of Jackson hereby finds as follows:

a) That the governing body of the City of Jackson initiated proceedings to annex the .49 acre parcel part of the NE¼ SE¼ of Section 32, T. 41N, R. 116W, 6th P.M., Teton County, Wyoming; and
b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.
That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.
On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.
The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A in the Neighborhood Low Density – 3 (NL-3) district.

SECTION V.
The Clerk of the City of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

SECTION VI.
This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.
PASSED 2ND READING THE _____ DAY OF _____, 2021.
PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

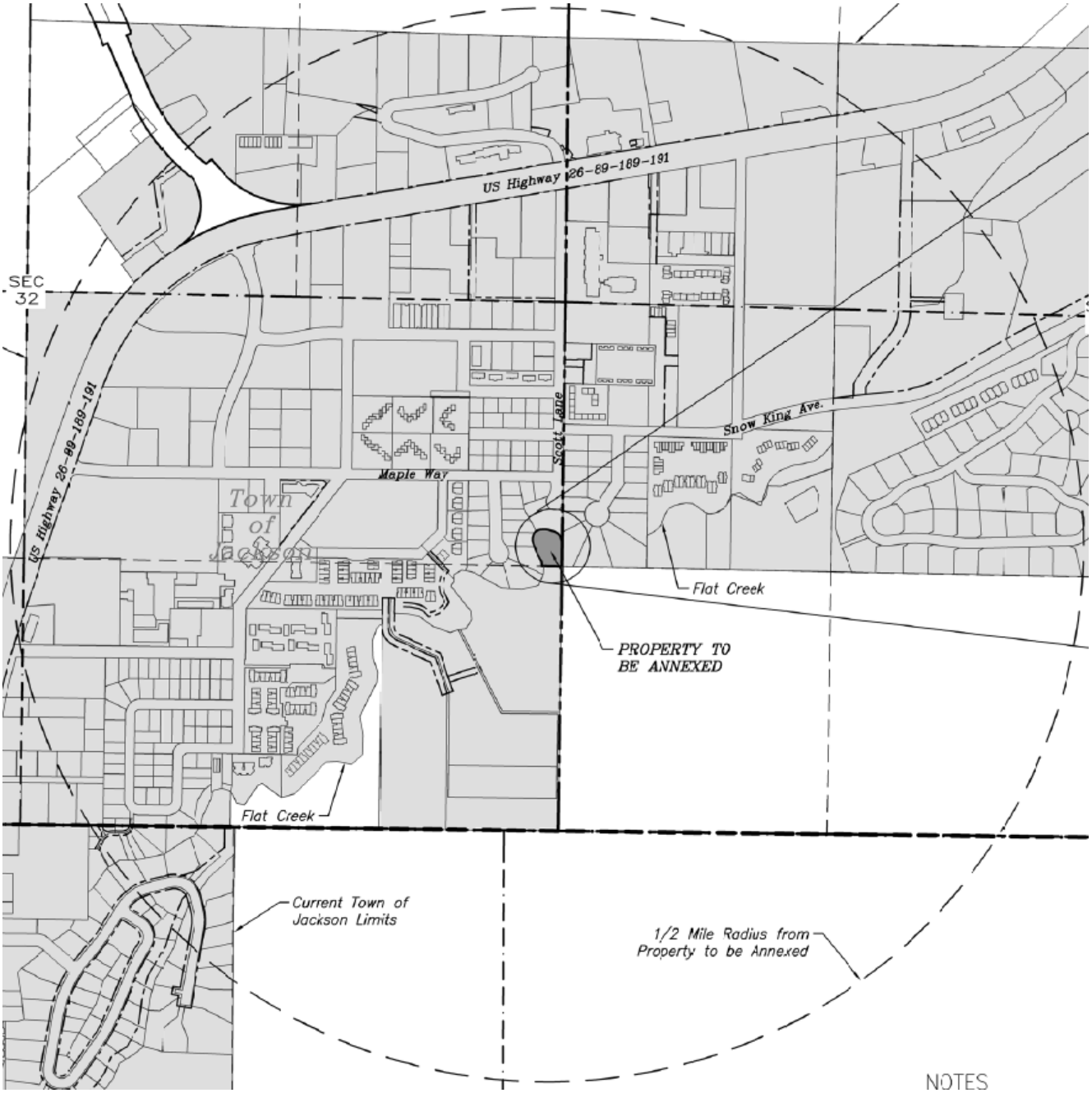
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. ___ was duly published in the Jackson Hole News & 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 ___ in Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____
Lynsey Lenamond, Town Clerk

Exhibit A


US Highway 26-89-189-191
SEC 32
US Highway 26-89-189-191
Scott Lane
Snow King Ave.
Maple Way
Town of Jackson
Flat Creek
PROPERTY TO BE ANNEXED
Flat Creek
Current Town of Jackson Limits
1/2 Mile Radius from Property to be Annexed
NOTES

STAFF REPORT

MEETING DATE & TITLE: June 21 Regular

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Lynsey Lenamond

SUBJECT: Ordinance B Amending JMC Title 6

PUBLIC COMMENT: Yes

PURPOSE & POLICY CONSIDERATIONS:

At the May 17, 2021 workshop, the Council directed staff to bring back an ordinance with updates to Jackson Municipal Code (JMC) Title 6 to match changes to the state statutes.

REQUESTED ACTION:

Staff requests the Town Council approve the ordinance at first reading.

BACKGROUND:

At the May 17 Town Council Workshop, Council directed staff to draft an ordinance based on the Council discussion and direction provided therein, and bring back a draft ordinance.

ANALYSIS:

This item represents the first reading for Ordinance B, which will amend Jackson Municipal Code Title 6. This item has been discussed in previous workshops.

ALTERNATIVES (Optional):COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Aligns with Comprehensive Plan Policy 8.1.a. for the delivery and quality of desired levels of service to the community and the decisions related to liquor licensing have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

FISCAL IMPACT

The fiscal impact of passage of an ordinance after third reading varies between $1,400 and $3,300 depending on the length of the ordinance. Ordinances are advertised the Wednesday immediately following Town Council approval on third reading.

STAFF IMPACT:

The Town Clerk's office prepares a brief, courtesy public notice for the ordinance and scheduled date of the third reading. The staff impact of passage upon third and final reading is notable in that it requires publishing the full ordinance in the newspaper, and codifying the municipal code. The ordinance is also processed for permanent records storage, the electronic database, posted on the Town's website, and provided to liquor license holders.

ATTACHMENTS OR LINKS:

Ordinance B

SUGGESTED MOTION:

(Council always has the option to adopt, approve with conditions, continue, or deny items.)

I move to approve Ordinance B at first reading.

Or

I move to direct staff to make the changes discussed today and bring back a revised ordinance for first reading at a future regular Council meeting.

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 90, 90A, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, AND 1245, SECTION 2 OF ORDINANCE NOS. 90A AND 227, SECTION 3 OF ORDINANCE NOS. 90, 90A, 503, AND 853, SECTION 6 OF ORDINANCE NO. 853, SECTION 7 OF ORDIANCE NO. 504, AND SECTIONS 8, 9, AND 13 OF ORDINANCE NO. 90; AND SECTIONS 6.10,010, 6.30.020, 6.30.030, 6.30.040, AND 6.40.045 OF THE JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Ordinance Nos. 90, 90A, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, and 1245, Section 2 of Ordinance Nos. 90A AND 227, Section 3 of Ordinance Nos. 90, 90A, 503, and 853, Section 6 of Ordinance No. 853, Section 7 of Ordinance No. 504, and Sections 8, 9, and 13 of Ordinance No. 90 and Sections ,6.10.010, 6.30.020, 6.30.030, 6.30.040, and.40.045 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

6.10.010 Definitions.

D. Restaurant means space in a building maintained, advertised, and/or held out to the public as a place where individually-priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.

1. Full-service restaurant means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
4. Restaurant shall designate dispensing areas to contain all open alcohol containers and beer taps and for servers to open, pour, and mix alcoholic drinks. No alcohol may be consumed within these areas and drinks will be delivered to seated customers. Alcohol may not be passed over an eating counter or bar from the dispensing area to the customer. Only employees over 18 are permitted in dispensing area and only employees over 21 may dispense and sell alcohol.
5. Alcohol shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority.

(Ord._____ §_____, 2021; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965)

6.30.020 Restaurant Liquor Licenses

A restaurant liquor licensee shall not promote or operate the restaurant as a bar or lounge.

A Restaurant Liquor License does not allow:

1. Providing liquor service at dances, receptions, or other social gatherings.
2. Advertising as a bar or saloon in publications or signage.
3. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
4. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a "happy hour," unless the special price or promotion includes a qualifying restaurant meal.
5. Collecting a "cover charge" that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.

(Ord._____ §_____, 2021; Ord. 1245 § 1, 2020; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995; Ord. 388 § 1, 1989; Ord. 90A § 2, 1973; Ord. 90 § 3, 1965)

6.40.030 Hours of Sale: Unlawful Acts Designated.

A. All persons licensed under this Title shall close the dispensing area and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day.

6.40.040 Place of Sale: Location, Regulation, and Restrictions.

The place in which alcoholic and malt beverages are sold shall be located in the Licensed Building for which the license is approved and issued. Alcoholic beverages may only be served in the Licensed Building and in an immediately adjacent fenced or enclosed area as approved by the Licensing Authority.

The adjacent area shall not be located in another building. The Licensing Authority which issued the license shall as often as may be deemed necessary inspect the Licensed Building and adjoining areas where alcoholic beverages are served to determine compliance with sanitation, fire hazard, local permitting, and other applicable laws.

6.40.045 Off-Premises Open Container Sales.

A. Retail liquor and microbrewery Licensees selling alcoholic beverages that are not in the original package or are in reused original packages for off-premise consumption (sloshies, growlers and the like), shall seal the container in a fashion so that it is obvious when the seal is broken, and so that it is not possible to consume any of the beverage as long as the seal is in place.

The Licensee shall use any of the following approved methods to seal the container, or in a manner previously approved in writing by the Chief of Police, or designee:

1. A shrinkable band, or shrinkable film, covering the lid and neck of the container; or
2. A "milk" jug or glass jug with Tamper Evident Seal; or
3. An aluminum can sealing by a seaming machine; or
4. In a plastic bag and heat sealed closed; or
5. In a container that has a breakable seal incorporated in the container cap; or
6. A solid length of a Tamper Evident Seal that is placed over the lid, covering any opening(s) in the lid, and down at least two sides of the container.

a. Tamper Evident Seal is defined as a distinct tape or sealing device designed to provide visible evidence if the opening of a container has been interfered with.

(Ord._____ §_____, 2021; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996: Ord 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)

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

SECTION III.
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

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

PASSED 1ST READING THE _____ DAY OF _____2021.
PASSED 2ND READING THE _____ DAY OF _____2021.
PASSED AND APPROVED THE _____ DAY OF _____ 2021.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Lynsey Lenamond, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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_____
Lynsey Lenamond, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: June 21, 2021

RE: Town Manager's Report

2nd Monday of Month for Special Town Council Workshop for Council Priorities

Staff is proposing that the 2nd Monday of each month be set aside for special workshops that focus on Council priorities in order to assist Council in working through these important issues. The backlog of regular issues in the coming months does not allow adequate time for these larger in depth discussions about Council's priorities. Below is the tentative schedule staff is looking at for the next 4-6 months.

Special Town Council Workshops on Council Priorities				
Date	Time	Potential Issues for Discussion	Time Needed	Explanation
August 9, 2021	2-4PM	Future Funding of Local Government	60 mins	County Catch up at 4pm (7/12 is special Mtg with Human Services 1-3)
August 9, 2021	2-4PM	Equity Commission	60 mins	County Catch up at 4pm
September 13, 2021	1-3PM	Work Plan Review from Retreat	60 mins	JIM moved to 9/13 3-5 due to Labor Day Holiday
September 13, 2021	1-3PM	Early Childhood Education	60 mins	JIM moved to 9/13 3-5 due to Labor Day Holiday
October 11, 2021	2-4PM	Insert Item Here	120 mins	County Catch up at 4pm
November 8, 2021	2-4PM	Insert Item Here	120 mins	County Catch up at 4pm
December 13, 2021	2-4PM	Insert Item Here	120 mins	County Catch up at 4pm
January 10, 2021	2-4PM	Insert Item Here	120 mins	County Catch up at 4pm

There are also other options for the Council to consider, such as scheduling some of these more in depth discussions of Council's Priorities during regular evening meetings where the agenda appears to be light.

With the Council's acceptance of the Town Manager's report into the record, staff will proceed with scheduling, noticing, and preparing for these special workshops as outlined above. Should Council wish to do something different, please do not hesitate to pull this item off the Town Manager's report and provide different direction.

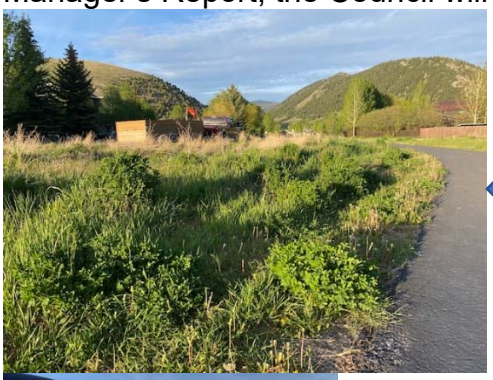
Construction Management Plan for 175 Center Street

Staff has approved a construction management plan for 175 Center Street. Pedestrian and vehicle access will be continuously maintained. Please contact Town Engineering with any questions.

No Parking for Safety Reasons on Portion of Blair Drive

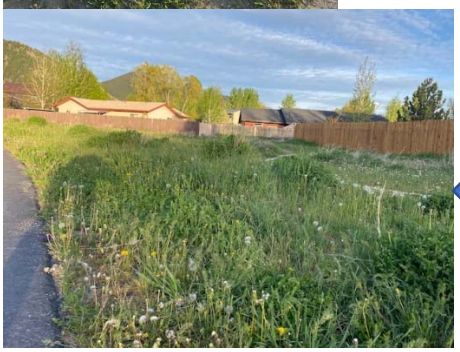
In early June several staff members met to discuss on-going traffic parking concerns within the Town of Jackson. After reviewing concerns specifically in the area of Blair Drive, Chief Weber recommends that the Town of Jackson place "NO PARKING" signs on both sides of Blair Drive from Middle School Road to Whitehouse Drive. The northside of Blair Drive has a manicured lawn, maintained by the Blair Apartments. The southside of Blair Drive is owned by the Town of Jackson and is not maintained. The justification

for recommending NO PARKING in this area is twofold. 1) There is a bike pathway, the Kids Pump Park and Rangeview Park that are utilized by many young children in the area. There are three access points from Blair Drive to the pathway. If cars, campers and boats are parked along that area, it is difficult to see the small children until they are on the roadway. 2) Because the area is not maintained, the grass/weeds become tall and tend to dry out very early into the summer season. The Chief's concern is that this area could become a fire hazard, particularly with running vehicles pulling in/out of the area on a regular basis. Chief Weber recommends placing "Community Garden Park Parking Only" signs directly in front of the Community Garden area. With the acceptance of this Town Manager's Report, the Council will authorize staff to move forward as recommended.



View on Blair Drive facing west.

View on Blair Drive facing west. Arrow indicates pedestrian access onto Blair Drive.



Arrow indicates Kids Pump Park.

<u>Retail and Bar and Grill Liquor License Public Hearing Date</u>

Our advertising period for the retail liquor licenses and the bar and grill license closes on June 15. As of June 14, we had received 3 completed applications and were working with approximately 9 – 11 other applicants. Some applicants submitted for both

the Bar and Grill and the Retail license. We need to set a date to conduct the public hearing on these license applications. The original timeframe for the public hearing was scheduled for June 20-30, however staff is proposing the hearing date now be set for August 23, 2021 due to Mayor and Council availability. Staff is estimating 10-15 minutes for a presentation and Q&A for each applicant for each type of license. The Council will then make a determination as to whether to take action on the applications based on the findings or whether to postpone a decision to a future regular or special meeting. The earlier the Council establishes the date for the public hearing, the more time applicants have to plan for attendance and prepare their presentation.

With a hearing date of August 23, 2021, the ad for the public hearing must be sent to the newspaper no later than July 29 in order to be published on August 4 and 11.

By accepting the Town Manager's report into the record, staff will proceed with a special Town Council workshop to conduct this Public Hearing on Monday, August 23 from 8:30 12:00PM and from 1:00PM – 3PM. If you would prefer a different date than August 23, please let us know.