

Jackson Town Council Regular Meeting

November 1, 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/85600441711?pwd=b012TjdMOXJ0bUR0YllncUc4NHJ4dz09>

If the link does not work, join at zoom.com with Webinar ID **856 0044 1711** Password: **83001**

or join by phone **1.669.900.9128** with Webinar ID **856 0044 1711** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Introduction of Matthew Doyle, Associate Engineer

III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

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. October 18, 2021 special workshop
 - 2. October 18, 2021 regular meeting
- B. Disbursements
- C. Special Event: Pedigree Dog Sled Race
- D. Special Event: Red Kettle Salvation Army Fundraising
- E. Special Event: Town Square Lighting
- F. P21-245 Temp Sign Permit Art Association Holiday Mudpots
- G. Easement for Water, Sewer and an Access Road to Top of Snow King Mountain

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

- A. Legal
 - 1. Terra Firma Franchise Request (Lea Colasuonno)

VI. ORDINANCES

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

- A. **Ordinance Q:** Vacancies in Elected Office – (presented for second reading, Roxanne Robinson)
- B. **Ordinance R:** Terra Firma Franchise Agreement (presented for first reading, Lea Colasuonno)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Discussion of Process for Applying for a Retail and/or Bar and Grill Liquor License (Lynsey Lenamond)
- B. Time for Regular Workshops (Roxanne Robinson)
- C. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

Matthew Doyle was born and raised in Denver, Colorado. He went to Colorado State University, where he got his bachelor's degree in Civil Engineering. Before coming to the Town of Jackson he worked as a consultant engineer at Martin/Martin. In his free time, Matt enjoys skiing and training for triathlons.

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

October 18, 2021

JACKSON, WYOMING

The Jackson Town Council met in a special workshop session at 2:00 P.M. This meeting was held virtually through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Floren Poliseo, Jeff Deal, Kelly Thompson, Michelle Weber, Brady Hansen, and Lynsey Lenamond.

Mayor Morton Levinson introduced new employees Karl Meyer and Brian McCabe.

Director Updates. Floren Poliseo, Paul Anthony, Michael Palazzolo, and Brady Hansen provided department updates.

Eco Stewardship Position. Tyler Sinclair made staff comment. Council held discussion with staff. Abigail Karin made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to authorize the advertisement for, and selection of an Ecosystem Administrator staff member as described in this October 18 staff report. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Jackson Hole Historical Society New Museum Presentation. Paul Anthony made staff comment. Council held discussion with staff. Morgan Jaouen, Jason Berning, and Joan Soranno made comment on behalf of the Museum. Abigail Karin made public comment.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 4:06 p.m.

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk

minutes:ll

Publish JH News & Guide: October 27, 2021

Mayor Hailey Morton Levinson

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

October 18, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular session at 6:00 P.M. This meeting was held virtually through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* None. *Via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers joined at 6:02 p.m.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Floren Poliseo, Jeff Deal, Johnny Ziem, Kelly Sluder, Kelly Thompson, Brian Lenz, Michelle Weber, and Lynsey Lenamond.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance, then read proclamations for National Disability Awareness Month and the Fall Clean-up and Burn Week, and introduced new employees Clay Wilson and Bruce Abel.

Public Comment. Samuel Petri made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-G as presented with the following motions.

A. Meeting Minutes. To approve the meeting minutes as presented for the October 4, 2021 regular meeting, the October 11, 2021 special workshop, and the October 12, 2021 special meeting.

B. Disbursements. To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$608.00; ACE HARDWARE \$1,721.20; AFLAC \$2,501.18; AIRGAS INTERMOUNTAIN INC. \$202.96; AMAZON \$219.86; APEX SAGE INC \$12,929.25; APPLE INC \$118.00; ARBOR WORKS TREE SERVICE, LLC \$100.00; ARMSCOR CARTRIDGE INCORPORATED \$9,000.00; BADGER DAYLIGHTING CORP \$3,127.00; BIG R RANCH & HOME \$379.45; BISON LUMBER \$20.09; BLUE SPRUCE CLEANERS, INC. \$23.45; BMV LLC \$67.54; CARQUEST AUTO PARTS INC. \$913.98; CASELLE INC. \$1,744.00; CENTRALSQUARE \$3,024.00; COMMUNITY SAFETY NETWORK \$14,093.75; CONTROL SYSTEM TECHNOLOGY, INC. \$3,045.00; CONVERGEONE, INC \$6,300.00; CORE & MAIN LP \$12,985.12; CUMMINS ROCKY MOUNTAIN LLC \$900.00; DEAN'S PEST CONTROL LLC \$250.00; DELTA DENTAL PLAN OF WYOMING \$5,812.00; DIAMOND VOGEL PAINTS, INC. \$565.70; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; DO NOT USE USE # 581 \$668.00; DOVER, JOHN \$100.00; E.R. OFFICE EXPRESS \$161.45; ELECTRICAL WHSLE SUPPLY CO INC \$119.18; ENERGY LABORATORIES INC. \$4,700.00; FERGUSON ENTERPRISES, INC \$24.34; FIRE SERVICES OF IDAHO \$137.00; FREEDOM MAILING SERVICE INC. \$1,876.31; FRIENDS OF PATHWAYS \$7,816.00; GARCIA-ALVARADO, JUAN \$1,740.00; GE SOFTWARE \$80.00; GILLIG LLC \$321.72; HEALTHIEST YOU \$2,376.00; HIGH COUNTRY LINEN \$1,297.14; IDAHO STATE TAX COMMISSION \$3,259.00; IDAHO TRAFFIC SAFETY, INC. \$935.00; INTERNATIONAL LEAGUE OF CITIES \$250.00; INTERSTATE BATTERY \$749.70; IPRO TECH, LLC \$500.00; JACKSON ANIMAL HOSPITAL \$918.49; JACKSON HOLE AIR \$15,000.00; JACKSON HOLE COMMUNITY COUNSEL \$28,412.50; JACKSON HOLE NEWS & GUIDE \$2,664.16; JACKSON HOLE SECURITY, LLC \$1,516.10; JACKSON LUMBER INC \$334.27; JEWISON, SAMUEL LEE \$241.50; KIMLEY HORN \$4,277.50; LAWSON PRODUCTS INC. \$657.02; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$38,058.02; MACY'S SERVICES \$483.75; MATEOSKY CONSTRUCTION \$3,000.00; MILLER SANITATION \$315.00; MOBILITY FOREFRONT LLC \$46,547.31; MOBYCON CORP \$1,600.00; MSC INDUSTRIAL SUPPLY CO \$224.30; NAPA AUTO PARTS INC. \$181.55; NELSON ENGINEERING \$3,377.00; ONE CALL OF WYOMING \$378.00; O'NEILL RENTAL PROPERTIES \$204.83; OPTION ONE \$4,000.00; OTAK, INC. \$10,159.50; PREMIER TRUCK- SALT LAKE CITY \$1,734.44; PRO RENTAL & SALES INC \$200.94; PROTERRA \$1,567.84; QUADIENT FINANCE USA, INV \$1,000.00; RAE, JOSHUA \$50,600.00; RHINEHART OIL CO, LLC \$29,084.74; RUI INC. DBA VILLAGE GARDNER \$402.00; SAFETY SUPPLY & SIGN CO., INC. \$471.36; SANFORD HEALTH OCCUPATIONAL MEDICINE \$234.00; SAUNDERS, HANNA \$300.00; SHERWIN-WILLIAMS CO. \$546.46; SILVER CREEK SUPPLY \$215.81; SNAKE RIVER ROASTING \$48.95; SPECTRUM \$190.14; SPRING CREEK ANIMAL HOSPITAL \$188.41; STANDARD INSURANCE COMPANY \$5,328.12; SWAGIT PRODUCTIONS, LLC \$3,550.00; TEAM LABORATORY CHEMICAL CORP \$867.50; TETON COUNTY CLERK \$321,125.13; TETON COUNTY HISTORIC \$5,500.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$592.00; TETON COUNTY SPECIAL FIRE FUND \$99,533.17; TETON COUNTY-FUND 10 \$48,311.38; TETON COUNTY-FUND 19 \$6,581.25; TETON RENTAL CENTER \$1,099.99; TETON TOOLS LLC \$362.00; TETON YOUTH & FAMILY SERVICES \$64,062.50; THE CHILDREN'S LEARNING CENTER \$29,252.75; THE TIRE RACK, INC. \$823.88; THYSSEN KRUPP ELEVATOR CORP. \$222.50; TIMBERLINE CONCRETE \$341.00; TITLE 22 CONSULTANTS \$1,076.36; TMSC LLC \$6,461.69; TWO OCEAN BUILDERS, LLC \$14,243.75; ULINE \$289.65; VALLEY VIEW SEWER CO. LLC \$5,000.00; VERIZON WIRELESS \$11,841.87; VISION SERVICE PLAN - (WY) \$1,667.77; WAMCO LAB, INC. \$180.00; WESTBANK SANITATION \$1,596.13; WESTERN STATE \$6,346.26; WHITE GLOVE CLEANING, INC. \$12,201.12; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$15,633.97; WYOMING LAW ENFORCEMENT \$95.00; WYOMING RETIREMENT SYSTEM \$117,839.79; WYOMING.COM INC \$5.00; WY-TEST \$1,300.00; XEROX CORPORATION \$213.77; YELLOW IRON EXCAVATION, LLC \$105.00

C. September Municipal Court Report. To accept the September 2021 Municipal Court Report.

D. Exhibit Hall Lease. To approve the ground lease agreement with Teton County for the Exhibit Hall, grassy area and parking area as presented.

E. Lease Amendment to Fairgrounds Cell Tower. To approve the Lease Amendment as proposed in the staff report and authorize the Mayor to execute it, subject to minor changes by the Town Attorney.

F. Item P21-210: 580 S. Willow St. Encroachment Agreement. To approve the Shoring Encroachment Agreement between DW 580, LLC and the Town of Jackson subject to approval and minor changes by the Town Attorney and Town Engineer.

G. Item P21-247: 172 Center St. Lower Valley Gas Easement. To direct the Town Attorney and Town Engineer to prepare the appropriate documents to vacate the northern portion of the 2008 Access Easement and authorize the Mayor to execute all necessary documents, and to approve the Easement Agreement between Lower Valley Energy and the Town of Jackson and, upon review, including any minor changes thereto, by the Town Attorney and Town Engineer, authorize the Mayor to execute all necessary Agreements.

The vote showed all in favor and the motion carried.

Item P21-218: Water Sewer Connection Request 10 E. Snow King Avenue. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to 1) approve the Snow King Mountain Resort, LLC request for water supply and sewer collection and treatment services subject to the conditions of approval set forth in the staff report and 2) direct staff to draft a Water and Sewer Service Connection and Use Agreement for Snow King Mountain Resort, LLC and present the Agreement to Council for consideration at a future Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Council Rules and Procedures Update. Roxanne Robinson and Lea Colasuonno made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the updated Council Rules and Procedures as presented, subject to any minor formatting or grammatical corrections by staff and incorporating the recommendation made by staff for an amendment to the title of Section 17.C.(8)(f) to add the words “or raised” such that it reads ‘f. Items listed or raised by a Councilmember.’

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to amend the motion to incorporate the following language as an additional paragraph at the end of Section III Quorum:

The following reasons for a Councilmember or Mayoral absence(s) are considered excused, however any excusal shall be determined by a majority of Council pursuant to Wyo. Stat. Ann. § 15-1-107, as amended:

- For the birth and care of the newborn child of a Councilmember or the Mayor, or a family member thereof; or
- For placement with a Councilmember or the Mayor of a child for adoption or foster care; or
- To care for a Councilmember’s or the Mayor’s family member with a serious health condition; or
- To take medical leave when a Councilmember or the Mayor is unable to participate because of a serious health condition; or
- For a bereavement period related to the death of a family member; or
- The acceptance of a commission to any military office or the enlistment in or induction into the military service of the United States which may require an incumbent in an elective office to exercise military duties within or without the state for any period of time within the term for which such person has been elected or appointed; or
- The attendance, under military orders, at Reserve or National Guard monthly drill sessions or required training camps.

Mayor Morton Levinson called for the vote on the motion to amend the main motion. The vote showed Morton Levinson, Jorgensen, Rooks, and Schechter in favor, and the motion to amend the main motion carried. Sell Chambers abstained.

Mayor Morton Levinson called for the vote on the main motion. The vote showed Morton Levinson, Jorgensen, Rooks and Schecher in favor, Sell Chambers opposed. The motion carried.

Request to Change Eating Counter Design for Kampai Holdings, LLC. Lynsey Lenamond made staff comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the request for an altered design for the food counter than what was presented when the license was issued to Kampai Holdings LLC on April 12, 2021, specifically the 12” barrier on the eating counter may be removed. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Transfer of Retail Liquor License from Teton Gables LLC to Movieworks LLC. Lynsey Lenamond made staff comment. Mayor Morton Levinson opened a public hearing. Tyler Davis

made comment on behalf of the applicant. Mayor Morton Levinson closed the public hearing. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the transfer of the retail liquor license held by Teton Gables LLC to Movieworks LLC for the remainder of the license year ending March 31, 2022, subject to the original conditions of approval for the issuance of this retail liquor license detailed on August 24, 2021, and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Rodeo 2021 Report and 2022 Dates. Roxanne Robinson made staff comment. Rachel Grimes and Phil Wilson made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the rodeo schedule for 2022 as presented by JH Rodeo and accept the 2021 Rodeo Season Report as presented. Mayor Morton Levinson called for the vote. The vote showed Morton Levinson, Jorgensen, Rooks and Schechter in favor, Sell Chambers opposed. The motion carried.

Item P21-172: Text Amendment Regarding Definition of Family and Residential Occupancy Requirements. Tyler Sinclair made staff comment. Council held discussion with staff. Clare Stumpf made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the proposed text amendments, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the October 18, 2021, staff report, and direct staff to prepare the amendments for first ordinance reading at a future Town Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Resolution 21-27 A Resolution Adopting Amendments to the Fiscal Year 2022 Budget of the Town of Jackson.

Kelly Thompson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 21-27 adopting amendments to the fiscal year 2022 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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 2022 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	895,091	(500,000)	395,091
Town Attorney	547,795	-	547,795
Municipal Judge	279,131	-	279,131
Administration	310,836	-	310,836
Town Clerk & Personnel	780,755	-	780,755
Finance	638,047	-	638,047
Community Development	640,305	-	640,305
Information Technology	850,143	-	850,143
Planning	911,374	-	911,374
Town-Wide Services	327,562	-	327,562
Town Facilities	739,306	-	739,306
Police - Administration	645,505	3,482	648,987
Police - Investigations	646,819	-	646,819
Police - Patrol	3,546,493	-	3,546,493
Police - Community Service	578,580	-	578,580
Police - Special Operations	21,176	-	21,176
Victim Services	341,592	-	341,592
Animal Shelter/Control	284,925	-	284,925
Building Inspections	441,805	-	441,805
Public Works Administration	341,796	-	341,796
Streets	1,792,345	30,000	1,822,345
Engineering	619,333	-	619,333
Yard Operations	49,709	-	49,709
Cemetery	18,990	6,410	25,400
Social Services	1,114,659	-	1,114,659
Community Initiatives	296,300	(3,000)	293,300
County-Budgeted Joint Programs	3,988,638	-	3,988,638
Transfers Out	8,087,686	-	8,087,686
Total General Fund	29,736,696	(463,108)	29,273,588
Affordable Housing	1,587,444	-	1,587,444
Total Affordable Housing Fund	1,587,444	-	1,587,444
Parking Exactions Fund	1,600	25,000	26,600
Total Parking Exactions Fund	1,600	25,000	26,600
Parks Exactions	30,000	-	30,000
Total Park Exactions	30,000	-	30,000

Employee Housing Fund	553,203	1,000	554,203
Total Employee Housing Fund	553,203	1,000	554,203
Animal Care Fund	20,000	-	20,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	55,000	-	55,000
Lodging Tax Fund	327,156	-	327,156
Transfers Out	804,810	315,508	1,120,318
Total Lodging Tax Fund	1,131,966	315,508	1,447,474
START Administration	1,519,766	-	1,519,766
START Operations	5,012,820	80,393	5,093,213
START Capital	5,468,567	-	5,468,567
START Transfers	120,680	(15,000)	105,680
Total START Fund Expenditures	12,121,833	65,393	12,187,226
Capital Outlay	5,669,607	-	5,669,607
Transfers Out	640,000	-	640,000
Total Capital Projects Fund	6,309,607	-	6,309,607
EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	-	-	-
Total 2006 SPET	-	-	-
Capital Outlay	-	-	-
Total 2010 SPET	-	-	-
Capital Outlay	130,000	-	130,000
Total 2014 SPET	130,000	-	130,000
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	414,928	-	414,928
Total 2017 SPET	414,928	-	414,928
Capital Outlay	6,000,000	-	6,000,000
Total 2019 SPET	6,000,000	-	6,000,000
Water Maintenance & Operation	939,235	-	939,235
Water Wells	254,374	-	254,374
Water Billing & Accounting	251,355	-	251,355
Water Capital Outlay & Improvements	1,012,000	241,000	1,253,000
Water Debt Service	66,970	-	66,970
Water Transfers Out	689,246	(50,000)	639,246
Sewage Plant Operations	972,163	109,674	1,081,837
Sewage Maint. & Operations	404,344	-	404,344
Sewage Billing & Accounting	251,626	-	251,626
Sewage Capital Outlay & Improvements	1,105,500	-	1,105,500
Sewage Transfers Out	689,246	(50,000)	639,246
Total Enterprise Funds	6,636,059	250,674	6,886,733
Employee Insurance	2,850,726	-	2,850,726
Total Insurance Fund	2,850,726	-	2,850,726
Fleet Expenditures	2,063,395	33,161	2,096,556
Total Fleet Management Fund	2,063,395	33,161	2,096,556
Central Equipment Expenses	549,500	-	549,500
Total Central Equipment Fund	549,500	-	549,500
IT Services	1,226,628	167,158	1,393,786
Total IT Service Fund	1,226,628	167,158	1,393,786
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	9,019,898	302,000	9,321,898
Licenses & Permits	1,279,143	-	1,279,143
Intergovernmental Revenue	12,433,361	-	12,433,361
Charges for Services	656,549	-	656,549
Fines & Forfeitures	350,000	-	350,000
Miscellaneous Revenue	370,463	-	370,463
Transfers In	1,610,916	(115,000)	1,495,916
Total General Fund	25,720,330	187,000	25,907,330
Licenses & Permits	250,000	-	250,000
Miscellaneous Revenue	12,400	-	12,400
Transfers In	1,462,444	-	1,462,444
Total Affordable Housing Fund	1,724,844	-	1,724,844
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	14,500	-	14,500
Transfers In	250,000	-	250,000
Total Parking Exactions	365,500	-	365,500
Licenses & Permits	40,000	-	40,000
Miscellaneous Revenue	1,300	-	1,300
Total Park Exactions	41,300	-	41,300
Miscellaneous Revenue	543,060	-	543,060
Transfers In	500,000	-	500,000
Total Employee Housing Fund	1,043,060	-	1,043,060

	Approved Budget	Increase (Decrease)	Amended Budget
REVENUES AND OTHER SOURCES			
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	918,085	-	918,085
Miscellaneous Revenue	3,600	-	3,600
Total Lodging Tax Fund	921,685	-	921,685
Intergovernmental Revenue	9,089,719	44,216	9,133,935
Charges for Services	1,413,624	(279,331)	1,134,293
Miscellaneous Revenue	13,000	-	13,000
Transfers In	1,154,810	315,508	1,470,318
Total START Fund Revenues	11,671,153	80,393	11,751,546
Intergovernmental	649,434	-	649,434
Miscellaneous Revenue	161,341	-	161,341
Transfers In	5,450,242	-	5,450,242
Total Capital Projects Fund	6,261,017	-	6,261,017
Miscellaneous Revenue	2,200	-	2,200
Total 2006 SPET	2,200	-	2,200
Miscellaneous Revenue	1,400	-	1,400
Total 2010 SPET	1,400	-	1,400
Miscellaneous	15,100	-	15,100
Total 2014 SPET	15,100	-	15,100
Miscellaneous	3,300	-	3,300
Total 2016 SPET	3,300	-	3,300
Miscellaneous	4,100	-	4,100
Total 2017 SPET	4,100	-	4,100
Taxes	6,147,490	-	6,147,490
Miscellaneous	48,128	-	48,128
Total 2019 SPET	6,195,618	-	6,195,618
Water Intergovernmental	-	-	-
Water Charges for Services	2,839,893	-	2,839,893
Water Miscellaneous	79,720	-	79,720
Water Transfers In	320,000	-	320,000
Sewage Intergovernmental	-	50,000	50,000
Sewage Charges for Services	2,774,425	-	2,774,425
Sewage Miscellaneous	54,200	-	54,200
Sewage Transfers In	320,000	-	320,000
Total Enterprise Funds	6,388,238	50,000	6,438,238
CHANGE OF FUND BALANCE			
General Fund	(4,016,366)	650,108	(3,366,258)
Affordable Housing	137,400	-	137,400
Parking Exactions Fund	363,900	(25,000)	338,900
Park Exactions Fund	11,300	-	11,300
Employee Housing Fund	489,857	(1,000)	488,857
Animal Care Fund	5,200	-	5,200
Lodging Tax Fund	(210,281)	(315,508)	(525,789)
Start Fund	(450,680)	15,000	(435,680)
Capital Projects	(48,590)	-	(48,590)
2006 SPET	2,200	-	2,200
2010 SPET	1,400	-	1,400
2014 SPET	(114,900)	-	(114,900)
2016 SPET	(16,700)	-	(16,700)
2017 SPET	(410,828)	-	(410,828)
2019 SPET	195,618	-	195,618
Enterprise Funds	(247,821)	(200,674)	(448,495)
Employee Insurance Fund	(122,027)	-	(122,027)
Fleet Management Fund	(76,477)	(33,161)	(109,638)
Central Equipment Fund	36,700	-	36,700
IT Services Fund	91,818	(167,158)	(75,340)
Charges for Services	2,718,099	-	2,718,099
Miscellaneous Revenue	10,600	-	10,600
Total Employee Insurance Fund	2,728,699	-	2,728,699
Charges for Services	1,911,318	-	1,911,318
Miscellaneous Revenue	600	-	600
Transfers In	75,000	-	75,000
Total Fleet Management Fund	1,986,918	-	1,986,918
Charges for Services	582,300	-	582,300
Miscellaneous Revenue	3,900	-	3,900
Total Central Equipment Fund	586,200	-	586,200
Charges for Services	1,317,446	-	1,317,446
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	1,318,446	-	1,318,446

PASSED, APPROVED, & ADOPTED this 18st day of October , 2021

Exhibit A -Schedule of Increases\Decreases

General Fund Expenditures and Other Uses		
Mayor & Council		
Contingency	(500,000)	Incorrectly included in budget resolution
Patrol - Administration		
Salaries & Benefits	3,482	Salary adjustments
Streets		
R & M - Paint Projects	30,000	Cost increase and extra paint costs
Community Initiatives		
4th of July Fireworks	(3,000)	Incorrectly included in budget resolution
Cemetery		
Salaries & Benefits	4,410	Salary adjustments
Professional Services	2,000	New request for Cemetery CIP Design Work
Total General Fund	(463,108)	

Special Revenue Fund Expenditures and Other Uses		
Employee Housing Fund		
R&M - 955 Maple Way	1,000	Utility adjustments
Parking Exactions Fund		
Town Parking Study	25,000	FY2021 Project Budget Roll-Over
START Operations		
Salaries & Benefits	80,393	Winter season wage and bonus increase approved at 9/20/2021 Council meeting
START Transfers Out		
Indirect Cost Allocations	(15,000)	Incorrectly included in budget resolution
Lodging Tax Fund		
Transfer to Start Bus System	36,177	Winter season wage and bonus increase approved at 9/20/2021 Council meeting
Transfer to Start Bus System	279,331	Build grant adjustment
Total Special Revenue Funds	406,901	

Water Fund Expenditures and Other Uses		
Capital Outlay		
Well #9	241,000	Contract approved at 8/2/2021 Council meeting
Transfers Out		
Indirect Cost Allocation - GF	(50,000)	Incorrectly included in budget resolution
Total Water Fund	191,000	

Sewer Fund Expenditures and Other Uses		
Plant Operations		
Professional Services	109,674	WWTP Review Contract approved at 10/4/2021 Council meeting
Transfers Out		
Indirect Cost Allocation - GF	(50,000)	Incorrectly included in budget resolution
Total Sewage Fund	59,674	

Internal Service Fund Expenditures and Other Uses		
IT Service Fund		
Server SAN replacement	70,000	FY2021 Capital Project Budget Roll-Over
SmartGov Planning Platform	27,158	FY2021 Capital Project Budget Roll-Over
Server Virtualization Platform	20,000	FY2021 Capital Project Budget Roll-Over
Network Switch for Snow King C	10,000	FY2021 Capital Project Budget Roll-Over
Neptune Water Meter Platform	30,000	FY2021 Capital Project Budget Roll-Over
Water dept SCADA system	10,000	FY2021 Capital Project Budget Roll-Over
Fleet Management Fund		
Repair & Maint - Fuel Depot	33,161	FY2021 Capital Project Budget Roll-Over
Total Internal Service Fund	200,319	

Total Expenditures and Other Uses	394,786	
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General Fund Revenues and Other Sources		
Property Taxes	252,000	Property Tax approved at 6/21/2021 Council Meeting
Motor Vehicle Fees	50,000	Motor vehicle fees distribution related to property tax
Transfer In - Utility Funds	(100,000)	Incorrectly included in budget resolution
Transfer In - START Fund	(15,000)	Incorrectly included in budget resolution
Total General Fund	187,000	

Special Revenue Fund		
START Fund		
Teton County Grant - Operation	44,216	Winter season wage and bonus increase approved at 9/20/2021 Council meeting
Transfer In - Town Lodging Tax	36,177	Winter season wage and bonus increase approved at 9/20/2021 Council meeting
Transit Contract Fares	(279,331)	Build grant adjustment
Transfer In - Town Lodging Tax	279,331	Build grant adjustment
Total Special Revenue Fund	80,393	

Sewer Revenues and Other Sources		
Teton Conservation District	50,000	WWTP Review Grant - Teton Conservation District
Total Sewer Revenues and Other Sources	50,000	

Total Revenues and Other Sources	317,393	
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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 all in favor and the motion carried.

Ordinance O: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1214 AND 1221 AND SECTIONS 2.2.6 AND 6.1.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ALLOWED USES IN THE NEIGHBORHOOD LOW DENSITY-5 (NL-5) ZONING DISTRICT.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance O on third reading and designate it ordinance #1299. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance Q: AN ORDINANCE ADDING SECTION 2.04.060 AND 2.04.070 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ABSENCE AND VACANCY IN ELECTED OFFICE AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance Q on first reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. The Mayor announced that all Town Council meetings will be held virtually through the month of November. Council discussed bear proofing. Larry Pardee made staff comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to direct staff to: 1) Research options for adopting rules for the Town – whether formal regulations, guidelines or otherwise – that will make the Town more bear-safe, with an emphasis on making garbage and other bear attractants less accessible and less attractive to bears; and 2) Provide analysis of what resources, whether human, financial, or otherwise, will be needed to address the issue; whether those resources are readily available to the Town government; and, if not available, what trade-offs may be made to accomplish the goal; and 3) Present the options by February, 2022. Mayor Morton Levinson called for the vote. The vote showed Morton Levinson, Rooks, Schechter and Sell Chambers in favor with Jorgensen opposed. The motion carried. Council discussed the Housing Supply Board, the Historical Society, Teton County School District, Parks and Recreation, and the START board.

Town Manager’s Report. Larry Pardee and Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the Town Manager’s Report. The Town Manager’s report included information on Winter Season Housing. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 8:06 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk

minutes:ll

Publish JH News & Guide: October 27, 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
4452	3T PRODUCTS, LLC	79323	REFLECTIVE TAPE AND CAP, S	10/18/2021	1,017.40	1,017.40	10/27/2021
Total 4452:					1,017.40	1,017.40	
51	ACE HARDWARE	756832	CLAMPS	10/06/2021	37.88	37.88	10/27/2021
51	ACE HARDWARE	756993	DETECTOR SMOKE 9V BACKUP	10/07/2021	95.44	95.44	10/27/2021
51	ACE HARDWARE	757236	KEY SCHLAGE ORIGINAL	10/09/2021	13.47	13.47	10/27/2021
51	ACE HARDWARE	757363	CORD EXTN	10/11/2021	44.99	44.99	10/27/2021
51	ACE HARDWARE	757444	HORNET 7 WASP AEROSOL	10/11/2021	5.49	5.49	10/27/2021
51	ACE HARDWARE	757578	FAN HEATER, PADLOCK COMB	10/12/2021	42.98	42.98	10/27/2021
51	ACE HARDWARE	757667	9X2 INT SABER TORX	10/13/2021	8.99	8.99	10/27/2021
51	ACE HARDWARE	757847	FOAM GREATSTUFF, GARAGE	10/14/2021	31.98	31.98	10/27/2021
51	ACE HARDWARE	758302	BATTERY ALKLIN	10/18/2021	23.98	23.98	10/27/2021
51	ACE HARDWARE	758386	KEYKRAFTER	10/19/2021	8.97	8.97	10/27/2021
51	ACE HARDWARE	758396	2000 LUMAN WATERPROOF BI	10/19/2021	59.99	59.99	10/27/2021
51	ACE HARDWARE	758504	SCREW	10/20/2021	1.59	1.59	10/27/2021
51	ACE HARDWARE	758534	BATTERY ALKLIN	10/20/2021	27.98	27.98	10/27/2021
51	ACE HARDWARE	758715	VENT HOOD SURPUR 4" BRN C	10/21/2021	39.96	39.96	10/27/2021
51	ACE HARDWARE	758735	BNT WHITE, 2" PRO ANGLE BR	10/21/2021	24.68	24.68	10/27/2021
51	ACE HARDWARE	759100	HEATERS	10/25/2021	179.97	179.97	10/27/2021
Total 51:					648.34	648.34	
76	ADAMS, MELANIE	101821	REIMBURSE FOR EXPENDITUR	10/18/2021	596.12	596.12	10/27/2021
Total 76:					596.12	596.12	
4730	ADVANCED PUMP & EQUIPMEN	INVAPE11854	2021 ANNUAL LIFT STATION MA	09/09/2021	8,400.00	8,400.00	10/27/2021
Total 4730:					8,400.00	8,400.00	
6900	ALDER ENVIRONMENTAL LLC	2515	JOB: THAW WELL #3 AUTOMATI	10/01/2021	19,795.00	19,795.00	10/27/2021
Total 6900:					19,795.00	19,795.00	
5726	AMAZON	11CP-F1XY-NL	AIR LIFT LOADLIFTER AIR SPRI	10/11/2021	556.88	556.88	10/27/2021
5726	AMAZON	1996-WQND-N	DOOR BIN FOR REFRIGERATO	10/24/2021	49.59	49.59	10/27/2021
5726	AMAZON	1LR4-LDGW-3	DESK LOCK	10/26/2021	19.98	19.98	10/27/2021
5726	AMAZON	1RDM-KJ1R-J	POLARIS ATV HEADLAMP	10/06/2021	79.96	79.96	10/27/2021
5726	AMAZON	1YWP-PT96-T	CREDIT: POLARIS ATV HEADLIG	10/06/2021	79.96-	79.96-	10/27/2021
Total 5726:					626.45	626.45	
2763	AMERIWEST WATER SERVICES	21-152	ALL QWEST 200 POLYPHOSPH	09/28/2021	10,137.71	10,137.71	10/27/2021
Total 2763:					10,137.71	10,137.71	
6575	APEX SAGE INC	102721	SI-FERRIN	10/27/2021	1,181.25	1,181.25	10/27/2021
6575	APEX SAGE INC	102721-A	STAGE STOP	10/27/2021	1,017.50	1,017.50	10/27/2021
Total 6575:					2,198.75	2,198.75	
3487	ARCHITECTURAL BUILDING SU	71277610	Si-Ferrin	10/20/2021	1,692.34	1,692.34	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3487:					1,692.34	1,692.34	
1783	AT&T	287272169264	287272169264	10/07/2021	43.23	43.23	10/27/2021
Total 1783:					43.23	43.23	
4088	AVAIL VALLEY CONTRUCTION-I	102521	2021 fall patching pay app #1	10/25/2021	214,362.00	.00	
Total 4088:					214,362.00	.00	
6583	BESTDRIVE IDAHO FALLS	29002553	12R22.5 ST727 18/32	10/15/2021	2,316.00	2,316.00	10/27/2021
Total 6583:					2,316.00	2,316.00	
4774	BIG R RANCH & HOME	1473077	UTILITY KNIFE HIGH VISIB, EXT	10/26/2020	193.43	193.43	10/27/2021
4774	BIG R RANCH & HOME	1475623	CLOTHING: HAT, SWEATSHIRT	11/09/2020	188.44	188.44	10/27/2021
4774	BIG R RANCH & HOME	1496331	HEARING PROTECTION FOLDI	04/09/2021	16.99	16.99	10/27/2021
Total 4774:					398.86	398.86	
6899	BISCOMBE, KELLY	100421	REIMB GIFTS FOR SISTER CITY	10/04/2021	445.28	445.28	10/27/2021
Total 6899:					445.28	445.28	
1560	BLUE SPRUCE CLEANERS,INC	100121	LAUNDREY	10/06/2021	93.53	93.53	10/27/2021
Total 1560:					93.53	93.53	
4111	BRESSLER INSULATION	22452	PROJ: SI-FERRIN- CHANE ORD	10/21/2021	44,767.00	44,767.00	10/27/2021
4111	BRESSLER INSULATION	22453	PROJ: SI-FERRIN- CHANE ORD	10/21/2021	6,041.00	6,041.00	10/27/2021
Total 4111:					50,808.00	50,808.00	
6727	BRIGGS, ERIC L	9386	FLEX EZ	10/07/2021	69.95	69.95	10/27/2021
6727	BRIGGS, ERIC L	9391	IN HYPER	10/07/2021	2.50	2.50	10/27/2021
Total 6727:					72.45	72.45	
6156	BUCKRAIL	2120	MEMBERSHIP	09/01/2021	700.00	700.00	10/27/2021
Total 6156:					700.00	700.00	
5	CARQUEST AUTO PARTS INC.	6090-539528	AIRBAG COMPRESSOR	08/31/2021	582.00	582.00	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-541992	transpo error	09/17/2021	2.70	2.70	10/18/2021
5	CARQUEST AUTO PARTS INC.	6090-542176	AIR BAG	09/18/2021	520.00	520.00	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-544613	CABIN AIR FILTER	10/05/2021	23.93	23.93	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-544914	CABIN AIR FILTER	10/07/2021	49.10	49.10	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-545170	CREDIT: XBO	10/08/2021	520.00-	520.00-	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-545700	SUPER BATTERY CLAMP	10/12/2021	14.79	14.79	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-545914	U-CLAMP	10/14/2021	5.13	5.13	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-546052	U-CLAMP	10/15/2021	10.26	10.26	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-546838	AIR FILTER	10/21/2021	14.64	14.64	10/27/2021
5	CARQUEST AUTO PARTS INC.	6090-546851	AIR FILTER	10/21/2021	.98	.98	10/27/2021
Total 5:					703.53	703.53	
544	CENTURYLINK	307-433-3106-	307-733-3106 742B	10/13/2021	42.10	42.10	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 544:					42.10	42.10	
5967	CITY OF DRIGGS	BBSTART2021	BUS BARN RENT OCT2021	10/05/2021	1,584.19	1,584.19	10/27/2021
Total 5967:					1,584.19	1,584.19	
69	COMMUNITY ENTRY SERVICES	100721	2ND QUARTER PAYMENT	10/27/2021	15,375.00	15,375.00	10/27/2021
Total 69:					15,375.00	15,375.00	
4887	CONTROL SYSTEM TECHNOLO	10175	WATER WELLS 6,7,8	10/19/2021	150.00	150.00	10/27/2021
4887	CONTROL SYSTEM TECHNOLO	10178	thaw wells	10/20/2021	2,550.00	2,550.00	10/27/2021
Total 4887:					2,700.00	2,700.00	
1691	CORE & MAIN LP	P642298	WATER METERS	10/05/2021	35,939.20	35,939.20	10/27/2021
1691	CORE & MAIN LP	P685884	METER REGISTERS	10/14/2021	8,984.80	8,984.80	10/27/2021
Total 1691:					44,924.00	44,924.00	
3001	CREATIVE ENERGIES, LLC	6834	PROJ: PTB MODULE REPLACE	10/04/2021	1,193.00	1,193.00	10/27/2021
3001	CREATIVE ENERGIES, LLC	6852	PROJ: INVERTER REPLACEME	10/13/2021	236.85	236.85	10/27/2021
Total 3001:					1,429.85	1,429.85	
6124	DAVID STUBBS	211018	MORTON HEADSHOT	10/18/2021	250.00	250.00	10/27/2021
Total 6124:					250.00	250.00	
6883	DIVISION OF CHILD SUPPORT	102221	DCSE CASE #0005405448	10/21/2021	509.23	509.23	10/21/2021
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	18424	PAPER CLIPS,BINDER CLIPS, M	09/29/2021	48.40	48.40	10/27/2021
3408	E.R. OFFICE EXPRESS	18503	MANILLA END TAB	10/13/2021	114.05	114.05	10/27/2021
3408	E.R. OFFICE EXPRESS	18541	MANAGER STAMPS FOR FLEET	10/21/2021	110.94	110.94	10/27/2021
3408	E.R. OFFICE EXPRESS	18542	NOTARY STAMP	10/21/2021	26.99	26.99	10/27/2021
3408	E.R. OFFICE EXPRESS	18545	PAPER	10/21/2021	97.39	97.39	10/27/2021
Total 3408:					397.77	397.77	
502	ELECTRICAL WHSLE SUPPLY C	S5181161.001	WHT 2G BLANK PLATE	10/11/2021	16.75	16.75	10/27/2021
Total 502:					16.75	16.75	
4732	ERIKS NORTH AMERICA, INC	IF159594	FIRE HOSE	10/21/2021	260.00	260.00	10/27/2021
Total 4732:					260.00	260.00	
81	EVANS CONSTRUCTION INC	216796	DUMP FEE	08/17/2021	325.00	325.00	10/27/2021
81	EVANS CONSTRUCTION INC	218837	DUMP FEE	10/11/2021	130.00	130.00	10/27/2021
81	EVANS CONSTRUCTION INC	7029	PROJ: TOJ PAVING LODGEPOL	10/21/2021	5,450.00	5,450.00	10/27/2021
Total 81:					5,905.00	5,905.00	
3885	EVIDENT	184568A	SWAB BOXES	10/14/2021	69.39	69.39	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3885:					69.39	69.39	
4709	FLEETPRIDE	82923251	BENDIX REMAIN, AD9 CART CO	09/29/2021	906.08	906.08	10/27/2021
Total 4709:					906.08	906.08	
6904	FRANCO, KUIS CATALAB	102721	REFUND BOND CASE 21-09-039	10/27/2021	2,500.00	2,500.00	10/27/2021
Total 6904:					2,500.00	2,500.00	
668	FREEDOM MAILING SERVICE I	41531	BUSINESS LICENSE	10/13/2021	856.86	856.86	10/27/2021
668	FREEDOM MAILING SERVICE I	41531	BUSINESS LICENSE	10/13/2021	206.85	206.85	10/27/2021
668	FREEDOM MAILING SERVICE I	41556	CONTRACTOR LICENSES	10/20/2021	28.91	28.91	10/27/2021
668	FREEDOM MAILING SERVICE I	41556	CONTRACTOR LICENSES	10/20/2021	218.89	218.89	10/27/2021
668	FREEDOM MAILING SERVICE I	41556	CONTRACTOR LICENSES	10/20/2021	47.50	47.50	10/27/2021
Total 668:					1,359.01	1,359.01	
4212	GILLIG LLC	40793861	EQUALIZING ADJ BEAM, FIXED	04/02/2021	368.50	368.50	10/27/2021
4212	GILLIG LLC	40853604	VOLTAGE REGULATOR	10/13/2021	775.38	775.38	10/27/2021
Total 4212:					1,143.88	1,143.88	
5734	GREENWAY PAINTING LLC	1448	INTERIOR PAINT FINISHES @ 6	10/19/2021	2,300.00	2,300.00	10/27/2021
5734	GREENWAY PAINTING LLC	1449	INTERIOR PAINT FINISH @ PUB	10/19/2021	2,865.00	2,865.00	10/27/2021
Total 5734:					5,165.00	5,165.00	
4705	GYM OUTFITTERS INC	S028643	replace check	10/15/2021	1,295.00	1,295.00	10/15/2021
Total 4705:					1,295.00	1,295.00	
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	54.00	54.00	10/27/2021
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	431.75	431.75	10/27/2021
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	61.00	61.00	10/27/2021
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	54.58	54.58	10/27/2021
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	40.35	40.35	10/27/2021
5044	H&R ENTERPRISES	514	UNIFORM SHIRTS	10/18/2021	23.75	23.75	10/27/2021
Total 5044:					665.43	665.43	
6905	HALLING, SUSAN S.	102721	RELEASE BOND 742 RODEO D	10/27/2021	2,000.00	2,000.00	10/27/2021
Total 6905:					2,000.00	2,000.00	
4988	HD FOWLER COMPANY	07025462	BALL VALVE CURB STOP	05/19/2021	367.87	367.87	10/27/2021
4988	HD FOWLER COMPANY	07044664	SADDLE BODY AND NUTS	07/02/2021	837.07	837.07	10/27/2021
4988	HD FOWLER COMPANY	07156742	PLATED BOLT AND NUT KIT	09/28/2021	93.33	93.33	10/27/2021
4988	HD FOWLER COMPANY	0718810	TAPPING STAINLESS STEEL	09/27/2021	829.20	829.20	10/27/2021
4988	HD FOWLER COMPANY	07194454	TAPPING SLEEVE STAINLESS	09/28/2021	2,430.38	2,430.38	10/27/2021
4988	HD FOWLER COMPANY	07216871	FIP BALL VALVE CURB STOP	10/19/2021	3,438.14	3,438.14	10/27/2021
4988	HD FOWLER COMPANY	07217087	TAPPING SLEEVE STAINLESS S	10/19/2021	2,382.00	2,382.00	10/27/2021
4988	HD FOWLER COMPANY	07217099	RESILIENT WEDGE GATE	10/19/2021	2,175.41	2,175.41	10/27/2021
4988	HD FOWLER COMPANY	C530412	CREDIT	07/01/2021	670.07-	670.07-	10/27/2021
4988	HD FOWLER COMPANY	C537551	26 TYLER VAVE BOX	09/30/2021	69.87-	69.87-	10/27/2021
4988	HD FOWLER COMPANY	I5918497	8x4 sst taping	09/27/2021	829.20	829.20	10/27/2021
4988	HD FOWLER COMPANY	I5919976	10 plated bolt and nut	09/28/2021	93.33	93.33	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4988	HD FOWLER COMPANY	I5919977	SST TAPPING SLEEVE	09/28/2021	2,430.38	2,430.38	10/27/2021
4988	HD FOWLER COMPANY	I5923826	vavle box ext	10/01/2021	268.92	268.92	10/27/2021
Total 4988:					15,435.29	15,435.29	
96	HIGH COUNTRY LINEN	0280630	BUILDING MAIN- HOME RANCH:	10/04/2021	25.31	25.31	10/27/2021
96	HIGH COUNTRY LINEN	0280637	BUILDING MAINT- TOWN HALL:	10/04/2021	290.40	290.40	10/27/2021
96	HIGH COUNTRY LINEN	0281856	BUILDING MAIN- HOME RANCH:	10/11/2021	7.50	7.50	10/27/2021
96	HIGH COUNTRY LINEN	0282318	MATS	10/13/2021	220.50	220.50	10/27/2021
96	HIGH COUNTRY LINEN	0282418	BUILDING MAINT- SHOP SUPPL	10/14/2021	7.32	7.32	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: FACILITY	10/14/2021	9.70	9.70	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: STREETS	10/14/2021	38.80	38.80	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: FLEET	10/14/2021	38.80	38.80	10/27/2021
96	HIGH COUNTRY LINEN	0282418	BUILDING MAINT- PUBLIC WOR	10/14/2021	3.00	3.00	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: WWTP	10/14/2021	24.25	24.25	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: SEWER	10/14/2021	19.40	19.40	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: ADMIN	10/14/2021	4.85	4.85	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: WATER	10/14/2021	18.43	18.43	10/27/2021
96	HIGH COUNTRY LINEN	0282418	UNIFORMS: ADMIN	10/14/2021	4.85	4.85	10/27/2021
96	HIGH COUNTRY LINEN	0283024	BUILDING MAIN- HOME RANCH:	10/18/2021	25.31	25.31	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: FLEET	10/21/2021	38.80	38.80	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: SEWER	10/21/2021	19.40	19.40	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: WATER	10/21/2021	18.43	18.43	10/27/2021
96	HIGH COUNTRY LINEN	0283567	BUILDING MAINT- PUBLIC WOR	10/21/2021	149.58	149.58	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: WWTP	10/21/2021	24.25	24.25	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: STREETS	10/21/2021	38.80	38.80	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: ADMIN	10/21/2021	4.85	4.85	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: ADMIN	10/21/2021	4.85	4.85	10/27/2021
96	HIGH COUNTRY LINEN	0283567	BUILDING MAINT- SHOP SUPPL	10/21/2021	52.32	52.32	10/27/2021
96	HIGH COUNTRY LINEN	0283567	UNIFORMS: FACILITY	10/21/2021	9.70	9.70	10/27/2021
96	HIGH COUNTRY LINEN	0284119	ODOR CONTROL @ HOME RAN	10/25/2021	7.50	7.50	10/27/2021
Total 96:					1,106.90	1,106.90	
6041	HOLE FOOD RESCUE	101821	2ND QUARTER	10/18/2021	5,000.00	5,000.00	10/27/2021
Total 6041:					5,000.00	5,000.00	
4044	IDAHO FALLS PETERBILT	588393	GLOVES	10/15/2021	51.36	51.36	10/27/2021
Total 4044:					51.36	51.36	
6901	INNOVATIVE SERVICE LLC	100	PROJ: SNOW KING BOILER ER	09/02/2021	905.00	905.00	10/27/2021
Total 6901:					905.00	905.00	
106	INTERSTATE BATTERY	22251497	(1) MTP-65HD	10/07/2021	133.95	133.95	10/27/2021
106	INTERSTATE BATTERY	22251553	(1) MTX-48/H6, (2) SRM-24	10/19/2021	377.85	377.85	10/27/2021
106	INTERSTATE BATTERY	22251581	CREDIT: CORE	10/25/2021	15.00-	15.00-	10/27/2021
Total 106:					496.80	496.80	
5098	JACKSON ANIMAL HOSPITAL	47928	rabies	10/12/2021	19.00	19.00	10/27/2021
5098	JACKSON ANIMAL HOSPITAL	48140	spay and neuter	10/19/2021	218.50	218.50	10/27/2021
5098	JACKSON ANIMAL HOSPITAL	48141	rabies	10/19/2021	19.00	19.00	10/27/2021
5098	JACKSON ANIMAL HOSPITAL	48215	EXAM	10/22/2021	19.00	19.00	10/27/2021
5098	JACKSON ANIMAL HOSPITAL	48244	VACCINES	10/22/2021	19.00	19.00	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5098:					294.50	294.50	
2	JACKSON CURBSIDE INC.	00029384	OFF SQUASRE DOWNTOWN LO	10/10/2021	1,405.00	1,405.00	10/27/2021
2	JACKSON CURBSIDE INC.	00029397	RECYCLING @ TOWN SQUARE-	10/15/2021	63.35	63.35	10/27/2021
Total 2:					1,468.35	1,468.35	
5605	JACKSON HOLE COMMUNITY R	102021	FALL YARD WASTE	10/20/2021	255.00	255.00	10/27/2021
Total 5605:					255.00	255.00	
131	JACKSON HOLE NEWS & GUID	318222	AD#385627 P20-179	10/21/2021	29.93	29.93	10/27/2021
131	JACKSON HOLE NEWS & GUID	328738	RETIREMENT PARTY	07/31/2021	161.02	161.02	10/27/2021
131	JACKSON HOLE NEWS & GUID	331779	AD#398279 WINTER TRANSIT O	10/13/2021	571.20	571.20	10/27/2021
131	JACKSON HOLE NEWS & GUID	331867	AD#398391	10/13/2021	457.43	457.43	10/27/2021
131	JACKSON HOLE NEWS & GUID	331868	AD# 398109 TETON GABLES	10/13/2021	76.96	76.96	10/27/2021
131	JACKSON HOLE NEWS & GUID	331988	AD#398512 teton valley commute	10/20/2021	204.00	204.00	10/27/2021
131	JACKSON HOLE NEWS & GUID	331990	AD#398509 supervisor	10/20/2021	516.80	516.80	10/27/2021
131	JACKSON HOLE NEWS & GUID	331991	AD#398508	10/20/2021	387.60	387.60	10/27/2021
131	JACKSON HOLE NEWS & GUID	332070	AD#398584 sp meeting	10/20/2021	72.68	72.68	10/27/2021
131	JACKSON HOLE NEWS & GUID	332072	AD#398585 Ordiance 1299	10/20/2021	230.85	230.85	10/27/2021
131	JACKSON HOLE NEWS & GUID	332073	AD#398583	10/20/2021	106.88	106.88	10/27/2021
131	JACKSON HOLE NEWS & GUID	332144	AD #398588 p21-256	10/20/2021	29.93	29.93	10/27/2021
131	JACKSON HOLE NEWS & GUID	332145	AD #398587 p21-240	10/20/2021	29.93	29.93	10/27/2021
131	JACKSON HOLE NEWS & GUID	332146	AD#398586 p21-246	10/20/2021	29.93	29.93	10/27/2021
Total 131:					2,905.14	2,905.14	
114	JACKSON LUMBER INC	0000708606-0	TYVEK STRAIGHT FLASH, GRE	10/08/2021	139.48	139.48	10/27/2021
114	JACKSON LUMBER INC	0000708612-0	CREDIT: TYVEK STRAIGHT FLA	10/08/2021	132.89-	132.89-	10/27/2021
114	JACKSON LUMBER INC	0000708613-0	GRACE WINDOW FLASHING	10/08/2021	36.85	36.85	10/27/2021
114	JACKSON LUMBER INC	0000709757-0	FIRE BARRIER CAULK, RATCHE	10/12/2021	46.47	46.47	10/27/2021
114	JACKSON LUMBER INC	0000710483-0	FOAM DISPEENSING GUN	10/14/2021	78.69	78.69	10/27/2021
Total 114:					168.60	168.60	
6807	LANGUAGE TESTING INTERNA	L49279-IN	SPANISH TESTING	10/08/2021	31.00	31.00	10/27/2021
6807	LANGUAGE TESTING INTERNA	L49582-IN	SPANISH TESTING	10/19/2021	323.00	323.00	10/27/2021
Total 6807:					354.00	354.00	
5694	LEIGH, CHRISTOPHER S.	101221	court coverage	10/12/2021	350.00	350.00	10/27/2021
Total 5694:					350.00	350.00	
5691	LEPCO	45874	GRANULAR BASE, LUSTRASHI	10/15/2021	893.00	893.00	10/27/2021
5691	LEPCO	45878	VAC HOSE, MOTOR REBUILD, V	10/15/2021	864.40	864.40	10/27/2021
5691	LEPCO	45960	PREVENTATIVE MAINT @ STAR	10/15/2021	275.00	275.00	10/27/2021
Total 5691:					2,032.40	2,032.40	
5607	LINCOLN COUNTY SHERIFF	AUGUST	AUGUST 2021	10/04/2021	1,595.00	1,595.00	10/27/2021
Total 5607:					1,595.00	1,595.00	
6526	LSC TRANSPORTATION CONSU	60844	WINTER ROUTE PLANNING	10/07/2021	3,780.00	3,780.00	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6526:					3,780.00	3,780.00	
6881	MATEOSKY CONSTRUCTION	102521	RETURN BOND B21-0635 984 B	10/25/2021	2,000.00	2,000.00	10/25/2021
Total 6881:					2,000.00	2,000.00	
998	METROQUIP INC	P12317	FAN-PUSHER, RADIATOR OILC	10/15/2021	2,789.00	2,789.00	10/27/2021
Total 998:					2,789.00	2,789.00	
3932	MILLER SANITATION	19431	CITY CANS 74 CANS FOR @ PU	10/04/2021	8,029.00	8,029.00	10/27/2021
Total 3932:					8,029.00	8,029.00	
6766	MOHROR, SCOTT	101521	TRAVEL REIMBURSTMENT TO	10/15/2021	426.08	426.08	10/27/2021
Total 6766:					426.08	426.08	
6466	MOUNTAIN ALARM	263050	SERVICE CALL	08/30/2021	380.00	380.00	10/27/2021
Total 6466:					380.00	380.00	
4623	MSC INDUSTRIAL SUPPLY CO	4927924001	WORM GEAR HOSE, FRT	09/30/2021	26.16	26.16	10/27/2021
4623	MSC INDUSTRIAL SUPPLY CO	4927924002	DOT UNION, BOWMALLOY, CAP	10/01/2021	256.85	256.85	10/27/2021
Total 4623:					283.01	283.01	
257	NAPA AUTO PARTS INC.	019853	BRAKE PADS AND ROTORS	09/27/2021	180.99	.00	
257	NAPA AUTO PARTS INC.	020959	CABIN AIR FILTER, FRT	10/01/2021	21.10	.00	
257	NAPA AUTO PARTS INC.	0216690	NAPAGOLD AIR FILTER	10/05/2021	81.80	.00	
257	NAPA AUTO PARTS INC.	021712	SEALED BATTERY	10/05/2021	81.89	.00	
257	NAPA AUTO PARTS INC.	023423	NAPA LIGHT BULB	10/12/2021	137.45	.00	
257	NAPA AUTO PARTS INC.	023667	FILTERS	10/13/2021	28.68	.00	
257	NAPA AUTO PARTS INC.	023672	ADAPTERS	10/13/2021	12.52	.00	
257	NAPA AUTO PARTS INC.	023784	ALTERNATOR BEARING	10/13/2021	100.68	.00	
257	NAPA AUTO PARTS INC.	023963	FLASHER ELECTRI MECH	10/14/2021	19.79	.00	
257	NAPA AUTO PARTS INC.	024058	DIODE RECTANGULAR	10/14/2021	201.22	.00	
257	NAPA AUTO PARTS INC.	024329	AIR FILTER	10/15/2021	16.66	.00	
257	NAPA AUTO PARTS INC.	024379	CONNECTOR	10/15/2021	11.99	.00	
257	NAPA AUTO PARTS INC.	024481	AIR AND OIL FILTER	10/16/2021	17.58	.00	
257	NAPA AUTO PARTS INC.	024612	OIL AND FUEL FILTER	10/18/2021	63.48	.00	
257	NAPA AUTO PARTS INC.	024627	FUEL FILTER	10/18/2021	21.98	.00	
257	NAPA AUTO PARTS INC.	025574	OIL FILTER	10/21/2021	9.26	.00	
257	NAPA AUTO PARTS INC.	025633	AIR FILTER	10/21/2021	11.31	.00	
257	NAPA AUTO PARTS INC.	025638	AIR FILTER	10/21/2021	66.60	.00	
Total 257:					1,084.98	.00	
187	NELSON ENGINEERING	56598	14-175-03 LANDSLIDE	09/30/2021	1,730.75	1,730.75	10/27/2021
187	NELSON ENGINEERING	56888	SI-FERRIN REMODEL	10/26/2021	1,446.25	1,446.25	10/27/2021
Total 187:					3,177.00	3,177.00	
5870	ONE 22, INC.	102021	REFUND RECORD REQUEST	10/20/2021	14.00	14.00	10/27/2021
Total 5870:					14.00	14.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6514	Option One	101421	return bond B21-0662 285 S glen	10/14/2021	4,000.00	4,000.00	10/14/2021
	Total 6514:				4,000.00	4,000.00	
226	O'RYAN CLEANERS	1000805-10-01	DRY CLEANING	09/30/2021	82.10	82.10	10/27/2021
	Total 226:				82.10	82.10	
6898	OWENS, ROBERT W.	102121	REFUND BOND B21-0521 785 S	10/21/2021	4,000.00	4,000.00	10/21/2021
	Total 6898:				4,000.00	4,000.00	
6483	PREMIER TRUCK- SALT LAKE C	775325410	KIT SEAT	10/05/2021	95.64	95.64	10/27/2021
6483	PREMIER TRUCK- SALT LAKE C	775331055	HEATER	10/11/2021	67.91	67.91	10/27/2021
6483	PREMIER TRUCK- SALT LAKE C	775331933	TUBE OIL	10/12/2021	265.94	265.94	10/27/2021
6483	PREMIER TRUCK- SALT LAKE C	775334498	TUBE	10/20/2021	67.96	67.96	10/27/2021
6483	PREMIER TRUCK- SALT LAKE C	CM775328606	CREDIT	10/15/2021	191.19-	191.19-	10/27/2021
	Total 6483:				306.26	306.26	
6594	PROTERRA	1031998	PUMP	10/07/2021	635.29	635.29	10/27/2021
	Total 6594:				635.29	635.29	
6833	PROTHMAN	2021-7585	REIMBURSE EXPENSE FOR TR	10/05/2021	2,459.90	2,459.90	10/27/2021
	Total 6833:				2,459.90	2,459.90	
532	QUICK BROWN FOX LLC	3857	COMMUTER PASSES	10/14/2021	550.00	550.00	10/27/2021
	Total 532:				550.00	550.00	
1839	RAFTER J IMPROV/SERV DIST	4636	Quarterly Billing	07/01/2021	146.43	146.43	10/27/2021
1839	RAFTER J IMPROV/SERV DIST	4649	Quarterly Billing	10/01/2021	146.43	146.43	10/27/2021
	Total 1839:				292.86	292.86	
215	RED'S AUTO GLASS, INC.	I039478	WINDSHIELD	08/17/2021	190.00	190.00	10/27/2021
215	RED'S AUTO GLASS, INC.	I039594	WINDSHIELD	09/01/2021	190.00	190.00	10/27/2021
215	RED'S AUTO GLASS, INC.	I039595	WINDSHIELD	09/01/2021	190.00	190.00	10/27/2021
	Total 215:				570.00	570.00	
6855	RHINEHART OIL CO, LLC	IN-458304-21	FUEL	10/12/2021	30,558.47	30,558.47	10/27/2021
	Total 6855:				30,558.47	30,558.47	
5672	RINK-TEC INTERNATIONAL, INC	4685	MAINTENCE SERVICE	10/18/2021	1,373.29	1,373.29	10/27/2021
	Total 5672:				1,373.29	1,373.29	
1551	ROCKY MOUNTAIN INFO NETW	27098	MEMBERSHIP DUES WYPD018	07/01/2021	100.00	100.00	10/27/2021
	Total 1551:				100.00	100.00	
6889	SAFELITE FULFILLMENT INC	05008-000083	WINDSHIELD	08/14/2021	377.98	377.98	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6889:					377.98	377.98	
13	SAFETY SUPPLY & SIGN CO., I	178391	RETIREMENT SIGN	09/20/2021	42.86	42.86	10/27/2021
Total 13:					42.86	42.86	
4691	SCHOW'S TRUCK CENTER	C005049936.0	BRAKE DRUM	08/17/2021	1,197.00	1,197.00	10/27/2021
Total 4691:					1,197.00	1,197.00	
6897	SEITH, LOGAN	101821	BAIL REFUND CASE 21-07-0043	10/18/2021	1,240.00	1,240.00	10/18/2021
Total 6897:					1,240.00	1,240.00	
4548	SILVER CREEK SUPPLY	0005211676-00	TOTO DRAKE TANK & UNIVERS	09/23/2021	306.08	306.08	10/27/2021
Total 4548:					306.08	306.08	
4720	SILVERSTAR	54639 100121	307-733-3022	10/01/2021	2,490.40	2,490.40	10/27/2021
Total 4720:					2,490.40	2,490.40	
6616	SIMON, JENNIFER	TOJ00103	government affairs and policy wor	10/19/2021	1,500.00	1,500.00	10/27/2021
Total 6616:					1,500.00	1,500.00	
236	SMITH POWER PRODUCTS,INC	3141725	SENSOR	04/29/2021	161.30	161.30	10/27/2021
236	SMITH POWER PRODUCTS,INC	500392	SERVICE TRANSMISSION CON	04/09/2021	784.55	784.55	10/27/2021
Total 236:					945.85	945.85	
6491	SMITH, GREGORY J	101421	dot physical	10/14/2021	155.00	155.00	10/27/2021
Total 6491:					155.00	155.00	
4699	SNAKE RIVER ROASTING	74568	COFFEE	10/18/2021	97.90	97.90	10/27/2021
4699	SNAKE RIVER ROASTING	75025	COFFEE	10/25/2021	102.45	102.45	10/27/2021
Total 4699:					200.35	200.35	
6903	SNYDER, ELORIS	102621	REFUND BOND	10/26/2021	2,000.00	2,000.00	10/27/2021
Total 6903:					2,000.00	2,000.00	
1505	SPRING CREEK ANIMAL HOSPI	625006813	EXAM	05/26/2021	382.35	382.35	10/27/2021
1505	SPRING CREEK ANIMAL HOSPI	625013207	EXAM	09/14/2021	47.19	47.19	10/27/2021
1505	SPRING CREEK ANIMAL HOSPI	625014819	EXAM	10/13/2021	15.00	15.00	10/27/2021
Total 1505:					444.54	444.54	
241	ST JOHN'S HOSPITAL	50000521	case blood draws	09/11/2021	130.00	130.00	10/27/2021
Total 241:					130.00	130.00	
4874	STANDARD DRYWALL, INC	102521	SI-FERRIN REMODEL DRYWALL	10/25/2021	10,632.70	10,632.70	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4874:					10,632.70	10,632.70	
581	TETON COUNTY INTEGRATED	531180	DIM/LUMBER	09/15/2021	76.00	76.00	10/18/2021
581	TETON COUNTY INTEGRATED	532317	DIM/LUMBER	09/22/2021	137.00	137.00	10/18/2021
581	TETON COUNTY INTEGRATED	532318	DIM/LUMBER	09/22/2021	146.00	146.00	10/18/2021
581	TETON COUNTY INTEGRATED	532385	TRASH	09/22/2021	12.00	12.00	10/18/2021
581	TETON COUNTY INTEGRATED	532577	DIM/LUMBER	09/23/2021	59.00	59.00	10/18/2021
581	TETON COUNTY INTEGRATED	533838	DIM/LUMBER	09/30/2021	110.00	110.00	10/18/2021
581	TETON COUNTY INTEGRATED	533952	DIM/LUMBER	09/30/2021	128.00	128.00	10/18/2021
581	TETON COUNTY INTEGRATED	537317	DUMP FEES	10/19/2021	214.00	214.00	10/27/2021
581	TETON COUNTY INTEGRATED	6478	CARDBOARD PICKUP @ PW- 07	10/01/2021	318.00	318.00	10/27/2021
Total 581:					1,200.00	1,200.00	
6813	TETON COUNTY PLANNING & B	172	NEIGHBORHOOD PLAN	09/07/2021	16,991.25	16,991.25	10/27/2021
Total 6813:					16,991.25	16,991.25	
6902	TETON COUNTY PUBLIC WORK	2	AUGUST1 TO AUGUST 31 2021	09/29/2021	26,509.62	26,509.62	10/27/2021
Total 6902:					26,509.62	26,509.62	
55	TETON COUNTY SHERIFF'S-JAI	601	SEPT INMATES	10/13/2021	1,152.00	1,152.00	10/27/2021
Total 55:					1,152.00	1,152.00	
268	TETON MOTORS INC	5099975	CABIN FILTER	10/06/2021	20.18	20.18	10/27/2021
268	TETON MOTORS INC	5100081	ELEMENT	10/15/2021	53.10	53.10	10/27/2021
Total 268:					73.28	73.28	
3162	TETON TRASH REMOVAL, INC.	21 OCT 962	TRASH 145 west hansen 2a	10/01/2021	48.00	48.00	10/27/2021
Total 3162:					48.00	48.00	
6810	THE TIRE RACK, INC.	GH78627	TIRES	08/30/2021	853.64	853.64	10/27/2021
6810	THE TIRE RACK, INC.	GK02891	TIRES	09/13/2021	2,204.52	2,204.52	10/27/2021
6810	THE TIRE RACK, INC.	GM99846	TIRES	10/15/2021	608.92	608.92	10/27/2021
Total 6810:					3,667.08	3,667.08	
5038	TREFONAS LAW, P.C.	100321	TOWN DEFENDER	10/03/2021	895.75	895.75	10/27/2021
Total 5038:					895.75	895.75	
3420	VISA	Admin 1 #5397	recruitment	09/23/2021	912.94	912.94	10/27/2021
3420	VISA	Admin 1 #5397	credit yeti	09/23/2021	90.00-	90.00-	10/27/2021
3420	VISA	Admin 2 #9118	wyoming bar	09/23/2021	275.00	275.00	10/27/2021
3420	VISA	Animal #2344 0	animal shelter supplies	09/23/2021	783.46	783.46	10/27/2021
3420	VISA	Animal #2344 0	animal shelter supplies	09/23/2021	401.67	401.67	10/27/2021
3420	VISA	Chief 1115 09/2	amazon	09/23/2021	97.26	97.26	10/27/2021
3420	VISA	Chief 1115 09/2	dog	09/23/2021	84.00	84.00	10/27/2021
3420	VISA	Finance 1073 0	chiropractic & sport	09/23/2021	4,000.00	4,000.00	10/27/2021
3420	VISA	Finance 1073 0	Teton county filing fees	09/23/2021	115.88	115.88	10/27/2021
3420	VISA	Finance 1073 0	coolworks	09/23/2021	149.00	149.00	10/27/2021
3420	VISA	Finance 1073 0	police app	09/23/2021	600.00	600.00	10/27/2021
3420	VISA	IT - 6908 09/23	amazon	09/23/2021	78.99	78.99	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT - 6908 09/23	smart sign	09/23/2021	353.30	353.30	10/27/2021
3420 VISA		IT - 6908 09/23	concrete 5	09/23/2021	90.00	90.00	10/27/2021
3420 VISA		IT - 6908 09/23	apple	09/23/2021	145.10	145.10	10/27/2021
3420 VISA		IT - 6908 09/23	citizens iphone payment	09/23/2021	122.32	122.32	10/27/2021
3420 VISA		IT - 6908 09/23	dish	09/23/2021	.06	.06	10/27/2021
3420 VISA		LT 2 #1123 09/	travel	09/23/2021	937.05	937.05	10/27/2021
3420 VISA		LT 2 #1123 09/	ace hardware	09/23/2021	69.92	69.92	10/27/2021
3420 VISA		Planning 1 #60	casper star tribune	09/23/2021	19.99	19.99	10/27/2021
3420 VISA		Planning 1 #60	amazon	09/23/2021	22.25	22.25	10/27/2021
3420 VISA		Planning 1 #60	pine needle embroider	09/23/2021	97.00	97.00	10/27/2021
3420 VISA		Planning 1 #60	mail chimp	09/23/2021	52.99	52.99	10/27/2021
3420 VISA		Planning 2 #61	international code council	09/23/2021	219.00	219.00	10/27/2021
3420 VISA		Planning 2 #61	international code council	09/23/2021	69.00	69.00	10/27/2021
3420 VISA		Police 3 #0355	usps	09/23/2021	33.01	33.01	10/27/2021
3420 VISA		Police 3 #0355	ups	09/23/2021	9.16	9.16	10/27/2021
3420 VISA		Police 3 #0355	tactical gear	09/23/2021	169.60	169.60	10/27/2021
3420 VISA		PW 1 #8144 09	1-800 stencil	09/23/2021	349.00	349.00	10/27/2021
3420 VISA		PW 1 #8144 09	cutty's	09/23/2021	145.17	145.17	10/27/2021
3420 VISA		PW 1 #8144 09	blindmax	09/23/2021	247.34	247.34	10/27/2021
3420 VISA		PW 1 #8144 09	usps	09/23/2021	5.55	5.55	10/27/2021
3420 VISA		PW 1 #8144 09	usps	09/23/2021	5.55	5.55	10/27/2021
3420 VISA		PW 1 #8144 09	gasxperts	09/23/2021	594.04	594.04	10/27/2021
3420 VISA		PW 1 #8144 09	american public works	09/23/2021	307.20	307.20	10/27/2021
3420 VISA		PW 1 #8144 09	loaf n jug	09/23/2021	8.48	8.48	10/27/2021
3420 VISA		PW 1 #8144 09	pinky g's	09/23/2021	162.08	162.08	10/27/2021
3420 VISA		PW 1 #8144 09	briggs steel	09/23/2021	419.12	419.12	10/27/2021
3420 VISA		PW 1 #8144 09	american public works	09/23/2021	350.00	350.00	10/27/2021
3420 VISA		PW 1 #8144 09	albertson	09/23/2021	70.12	70.12	10/27/2021
3420 VISA		PW 1 #8144 09	kohler	09/23/2021	85.47	85.47	10/27/2021
3420 VISA		PW 1 #8144 09	kohler	09/23/2021	50.00	50.00	10/27/2021
3420 VISA		PW 1 #8144 09	aquashield	09/23/2021	2,876.30	2,876.30	10/27/2021
3420 VISA		PW 1 #8144 09	briggs steel	09/23/2021	838.25	838.25	10/27/2021
3420 VISA		PW 1 #8144 09	virginian	09/23/2021	77.78	77.78	10/27/2021
3420 VISA		PW 1 #8144 09	paypal	09/23/2021	165.00	165.00	10/27/2021
3420 VISA		PW 1 #8144 09	fedex	09/23/2021	34.56	34.56	10/27/2021
3420 VISA		PW 3 #9688 09	credit lenz	09/23/2021	499.00-	499.00-	10/27/2021
3420 VISA		PW 3 #9688 09	home depot	09/23/2021	48.02	48.02	10/27/2021
3420 VISA		PW 3 #9688 09	home depot	09/23/2021	3,264.17	3,264.17	10/27/2021
3420 VISA		PW 3 #9688 09	lowes	09/23/2021	669.00	669.00	10/27/2021
3420 VISA		PW 3 #9688 09	lowes	09/23/2021	5,226.66	5,226.66	10/27/2021
3420 VISA		PW 3 #9688 09	ndna	09/23/2021	272.95	272.95	10/27/2021
3420 VISA		PW 3 #9688 09	indeed	09/23/2021	506.02	506.02	10/27/2021
3420 VISA		Sergeant #106	amazon	09/23/2021	56.84	56.84	10/27/2021
3420 VISA		Sergeant #106	amazon	09/23/2021	339.20	339.20	10/27/2021
3420 VISA		Sergeant #106	american assoc police	09/23/2021	125.00	125.00	10/27/2021
3420 VISA		START 2 #121	albertson	09/23/2021	1.99	1.99	10/27/2021
3420 VISA		START 2 #121	albertson	09/23/2021	7.00	7.00	10/27/2021
3420 VISA		START 2 #121	albertson	09/23/2021	69.98	69.98	10/27/2021
3420 VISA		START 2 #121	sidewinders	09/23/2021	105.32	105.32	10/27/2021
3420 VISA		START 2 #121	sidewinders	09/23/2021	150.26	150.26	10/27/2021
3420 VISA		START 2 #121	dollar tree	09/23/2021	26.70	26.70	10/27/2021
3420 VISA		START 2 #121	sidewinders	09/23/2021	151.94	151.94	10/27/2021
3420 VISA		VS 9126 09/23/	usps	09/23/2021	110.00	110.00	10/27/2021
3420 VISA		VS 9126 09/23/	coca cola	09/23/2021	31.60	31.60	10/27/2021
3420 VISA		VS 9126 09/23/	4te	09/23/2021	13.50	13.50	10/27/2021
3420 VISA		VS 9126 09/23/	nametag country	09/23/2021	20.30	20.30	10/27/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3420:					27,306.41	27,306.41	
5149	WAVINGATYOU.COM	091521	OUTDOOR FLAGS	09/15/2021	120.00	120.00	10/27/2021
Total 5149:					120.00	120.00	
563	WESTBANK SANITATION	3777453	TRASH REMOVAL @ 400 SNOW	09/01/2021	440.66	440.66	10/27/2021
Total 563:					440.66	440.66	
1640	WESTERN STATE	IN001805613	BATTERY	10/13/2021	788.37	788.37	10/27/2021
1640	WESTERN STATE	IN001811410	LAMP SIGN	10/19/2021	160.48	160.48	10/27/2021
Total 1640:					948.85	948.85	
3619	WY CHILD SUPPORT ENFORCE	102221	case #209790 GALLEGHER	10/21/2021	146.76	146.76	10/21/2021
Total 3619:					146.76	146.76	
2692	WY DEPT OF HEALTH - PHL	10013713	COLILERT	10/01/2021	48.00	48.00	10/27/2021
Total 2692:					48.00	48.00	
79	WYOMING DEPARTMENT OF E	102621	3RD QTR SUTA	10/26/2021	8,063.92	8,063.92	10/26/2021
Total 79:					8,063.92	8,063.92	
4839	Wyoming Water Development Co	101121	LOAN NUMBER RE0901057	10/27/2021	66,969.91	66,969.91	10/27/2021
Total 4839:					66,969.91	66,969.91	
5539	Y2 CONSULTANTS, LLC	17432	TOJ ANNEX LEGAL	03/11/2021	2,293.50	2,293.50	10/27/2021
Total 5539:					2,293.50	2,293.50	
2842	YELLOW IRON EXCAVATION, LL	62577	trash removal @ 155 E PEARL	09/30/2021	135.00	135.00	10/27/2021
2842	YELLOW IRON EXCAVATION, LL	62578	ANIMAL SHELTER TRASH REM	09/30/2021	70.00	70.00	10/27/2021
2842	YELLOW IRON EXCAVATION, LL	62579	trash removal snow king housing	09/30/2021	720.00	720.00	10/27/2021
Total 2842:					925.00	925.00	
Grand Totals:					682,325.00	466,878.02	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Pedigree Stage Stop Sled Dog Race	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, relief from Town ordinances and the authorization of staff overtime.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Pedigree Stage Stop Race to host the Pedigree Stage Stop Race Ceremonial Start.

Recommendations.

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

Background.

The applicant, Pedigree Stage Stop Sled Dog Race, has submitted a special event application to host the opening day of the Pedigree Stage Stop Sled Dog Race. The race is scheduled for Friday, January 28, 2022. The race will start at 6:30 P.M. with ceremonial teams will making their way to the start line at 6:15 P.M. Preparations for the event will begin at 5:00 A.M. and clean up should conclude by approximately 11:30 P.M. There are no material changes to the event as compared to previous years.

Town Staff will meet with event organizers as well as with Teton County Health Department representatives prior to the race to reevaluate COVID-19 situation in our community. If needed, the applicant will work with Town staff to ensure that Town Council policies regarding COVID-19 are followed as well as any local or state health orders. The applicant will work with Town staff and the Teton County Health Department to mitigate the risk of spreading COVID-19.

The applicant is seeking the following approvals from the Town:

- Use of town streets for the race, which will have the following course: From the Deloney parking lot at the corner of King and Deloney participants proceed west on Deloney and then diagonally across Town Square/George Washington Memorial Park to the race start line at Broadway and Cache, east on Broadway to Redmond, south on Redmond to Cache Creek Drive, through Snow King private property, around the Love Ridge Condos along Snow King Ave and ending in Phil Baux Park.
- Closure of the Snow King Ball Field/Phil Baux parking lot beginning at 3:00 P.M. for dog team parking and dog trucks.
- Closure of the Deloney parking lot from 6:00 A.M. to 8:00 P.M. for staging the event and pre-race vet checks and dog team staging which will begin at 9:00 A.M.
- Deloney Street from North King to Center Street: Parking closures on both sides of the street beginning at 6:00 A.M.
- Center Street between Broadway and Deloney: Parking closures on both sides of the street beginning at 6:00 A.M. for Public Works access to build the course and Sweet Cheeks vendor set up. The street will close at 12:00 noon.
- Broadway between Cache and Willow: Parking closures on both sides of the street beginning at 10:00 A.M. for Public Works access to build the course and vendor set up. The street will close at 12:00 noon.

- Broadway from Willow to Redmond: Parking closures on the south side of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.
- Redmond from Broadway to Cache Creek Drive: Parking closures on both sides of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.
- Cache Creek Drive: The street will close at 8:00 A.M. for Public Works access to build the course.
- Snow King Ave from Cache to King: Parking closures on both sides of the street beginning at 3:00 P.M. for dog handlers to have easy access to their teams. Race participants will have event-parking tags for their vehicles and will be allowed access on to that portion of Snow King to easily park and meet their teams.
- Approval of the attached sign permit application including off site banners, street pole banners, and sponsor pendants to be displayed along the rope barrier during the event. These signs have been approved in past years.
- Relief from ordinance 7.12.135 prohibiting dogs in Town parks.
- Relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson. Section 8.20.030 of the code allows the Town Council to grant a permit for supervised public displays of fireworks by organizations which are handled by a competent operator and which are not hazardous to property or endanger any person. Snow King Resort in conjunction with the Pedigree Dog Sled Race will be hosting a Torchlight Parade and a fireworks display on the ski hill following the sled dog race.
- Parks and Recreation services to build a race track through George Washington Memorial Park.
- Trash picked up from the cans surrounding the Town Square on Saturday, January 29, 2022.
- Town personnel services for signing of streets in advance for no parking and for the hospital detour route, monitoring and replacement of signs as needed, towing of vehicles in violation of signs, erection of barricades throughout the race course, personnel and equipment to truck in and lay down a snow track for the race, erection of bleachers at the corner of Broadway and Center street, clearing of the race track at the end of the race, removal of barricades, placement of light pole generators around Town Square, and substantial Police Department personnel for race day traffic, parking and animal control.
- That Fire/EMS park a fire truck in the center of Broadway next for display, the race photographer, and national anthem (in addition to being available in case of emergency).
- Issuance of an exposition license for all goods provided. Please note that this year there will be a merchandise tent with proceeds from merchandise sales directly benefitting the campaign promoting the adoption of shelter dogs.
- Permission from Town Council for amplified noise generated by the event including music and announcements.

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. If the public health orders or Town special event policies were to change prior to the Pedigree Stage Stop Dog Sled Race Ceremonial start, the applicant would need to abide by all current health orders policies.

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. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Income includes a \$27 Special Event Application Fee and a \$123 Exposition License Fee. Costs are incurred by Parks and Recreation, Public Works and the Police Department for personnel, equipment usage, and fuel. Estimated expenses include: Public Works - \$16,000, Police Department - \$1,100, Parks and Recreation - \$900.

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Parks and Recreation preparation and clean-up (11.5 hours)
- Public Works course preparation and removal (30 hours)
- Police Department planning, preparation and presence (6 hours)
- Departmental reviews (approximately 3 hours)
- Staff report preparation (1 hour)
- Follow-up (30 minutes)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

- The applicant will abide by all state and local Health Orders in place at the time of the event.
- The applicant will abide by any Town Council special event policies considering COVID-19.
- The applicant will utilize newspaper advertisement space and other forms of social media to inform residents and businesses along the race route.
- The applicant shall clean up the entire area immediately following the conclusion of the race. The applicant shall contract trash and recycling removal.
- Town staff shall approve any alterations to the original application and/or the site plan on a case-by-case basis.
- Advertisement of the event through the use of temporary banners shall be limited to those requested in conjunction with the special event application. All banners placed on private property must be approved by the property owner prior to placement.
- Any fireworks displays must be approved by the Fire Marshal prior to the event.
- Walkways around the square behind the vendor tents shall stay open and unblocked with no cords, boxes, supplies, etc. or blocked off completely at each end with barricades. All electrical cords shall be covered for pedestrian safety.
- The applicant shall coordinate all services with Public Works, Police, Parks and Recreation and Town Administration at least seven days prior to the event:
 - Volunteer placement and event details
 - Barricade request
 - Bleacher requests and deposits
 - Power and electrical needs
 - Road closings

- Traffic management

- The Parks and Recreation Department requires a damage deposits for bleachers prior to delivery.
- The applicant shall provide a minimum of ten (10) volunteers with vests to assist with traffic control. The applicant shall contact the Police Department at least ten (10) days prior to the event to verify volunteer placement and to coordinate all event details unless a joint meeting is arranged with all relevant Town departments.
- Parks and Recreation would prefer that straw bales not be used as barricades in Town Square as the straw is difficult to remove. Wood barricades may be used instead.
- The applicant shall facilitate parking of dog teams and dog trucks in the Phil Baux/Ball Field parking lot.
- The applicant shall provide six port-a-potties in the event area. The applicant shall confirm placement of port-a-potties with Parks and Recreation Department and Public Works prior to race day.
- 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.
- 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.
- 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).
- 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.
- 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 2403.6).
- Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 2404.2).
- Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 2404.5).
- Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 2404.6).
- All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 2404.7)
- Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 2404.12).
- Any cooking performed within tents shall require advance approval by this Department (IFC 2404.15.3 – 2404.15.7).
- 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 2404.19).
- All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from The Fire Department (IFC 605.9).
- Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code

official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2)

- The applicant shall obtain permission from the Lutheran Church to use their parking lot.
- Any additional requirements set forth by the Jackson Town Council

Attachments or Links.

Special Event Application

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

I move to approve the application made by Pedigree Stage Stop Dog Sled Race for the annual ceremonial start to the Pedigree Sled Dog Race special event on Friday, January 28, 2022, subject to the conditions 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



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

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

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

APPLICANT INFORMATION

Name of Event: Pedigree Stage Stop Race Ceremonial Start

Name of Organization: Pedigree Stage Stop Race

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

Mailing Address: P.O. Box 13443

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Dianna Lehn

Email Address: secretary@wyomingstagesstop.org

Work Phone: 3076405359 Cell Phone: 3076405359

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Ceremonial Start to Sled Dog Race

Description & Purpose of Event (Attach additional sheets if necessary): ceremonial start to Pedigree Stage Stop Race

Location of Event: Town Square to Phil Baux Park Alternative Location:

Date(s) of Event: 1/28/2022 Event Operating Hours: noon-8:00 pm

Event Set Up Begins Date: January 28, 2022 Time: noon

Event Clean Up Ends Date: January 29, 2022 Time: 8:00 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3500 Total Event: 3500

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): Mars

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: Dan Carter Cell Phone: 317-7786282

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes ☐ No

Area of Closure Request

Date(s)

Start Time

End Time

Town Square 1/28/2022 noon 8:00pm

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:

X _____ Large Street Barricades	X _____ "Road Closed" Street Signs
X _____ Small Sidewalk Barricades	X _____ "Local Traffic Only" Street Signs
X _____ 28 Inch Street Cones	X _____ "Detour" Street Signs
X _____ Candlestick Cones	X _____ 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: _____

Same request as previous years _____

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: _____

Same as previous years

**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: We have this entity covered.

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: noon Finish Time: 8:00 pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 5 Number of ADA Accessible Portable Toilets: 2

If "No", please explain: _____

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

Restroom Company: Maceys

Restroom Drop off / Pick Up Date for Drop Off: 1/28/2022 Time for Drop Off: noon

Date for Pick Up: 1/29/22 Time for Pick Up: 8:00 pm

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? Westbank

How many trash receptacles will be supplied for your event? 3 large dumpsters

When will the trash receptacles be delivered? 1/28/22

When will the trash receptacles be picked up and removed from site? 1/29/22

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

Westbank , will do the same protocol as previous years

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? Curbside

How many recycling receptacles will they (or you) supply for your event? 3

When will these recycling receptacles be delivered? 1/28/2022

When will recycling receptacles be picked up and removed from site? 1/29/22

Describe your plan for collection and removal of recyclable materials during your special event:
Curbside will do the same protocol as in previous years

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:

none , will do laser light show town square

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: dl _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: dl _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: dl

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: dl _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: dl _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Dianna Lehn
Printed Name

DATE: 09/11/2021

TITLE: _____

**Special Event Plan
for Pedigree Stage Stop Special Event Permit Application
Event Date Friday, January 28th 2022
Request to be on agenda for December**

- Race Staff will place an add in the Newspaper announcing the event.
 - Schools and Hospital notified of race route December 2021
 - Special Event Application presented for approval and public comment, Town Hall, November 2021
-

Friday, January 28th 2022

- Center Street closed and East Deloney Parking lot closed at 6:00 am (for staging lot and caterer)
- Sandwich vendor begins at 5:30 am
- Use of East Deloney Parking Lot for Vet Check and Staging Lot Area from 9:00 AM – 8:00 PM (Musher vehicle area) Parking Coordinator directs mushers/vehicles to assigned space.
- Use of Lutheran Church Parking lot for overflow of staging of dog teams & trucks for race
- Additional closure/reserved for musher parking at Snow King/Phil Baux parking lot at 3:00pm. Dianna to distribute reserved parking passes identified for mushers at 4:30PM and will be present to assist in directing the parking in lot and along Snow King Ave for dog trucks. No skiers/torchlight parade participants to park in this lot.
- Laser light show display will be at Town Square the night of January 28th 2022. As such, relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson is requested under Section 8.20.030 of the Code which allows the Town Council to grant a permit for supervised public displays of laser light show by organizations which are handled by a competent operator, and which are not hazardous to property or endanger any person. Permit filed
- Pre-assigned driving route for dog truck drivers/handlers along Willow to Snow King Ave since intersection at Snow King Ave & Cache to be closed.
- Pedigree crew and vendor booths start set up at 3:00 PM. Vendors are responsible for their own tables and trash removal.
- Jumbo Tron to begin 5:00 pm
- All vendors must enter through Broadway & Willow-north side due to Cache & Broadway being closed during snow track building by Jackson City Public Works dept.
- Electrical cords on sidewalks will be covered for pedestrian safety.
- Light pole generators to be placed inside fence of square onto snow by Public Works. Light towers to be placed in middle of Broadway.
- 6 port-a-potties (5 regular and 1 handicap) will be placed on Center Street by Macy's at 3:00 and pickup at 8:00 pm. (see attached site plan.) - **No Parking on Center Street**
- Noon, Audio/Video Crew Setup: 32' x 25' inflatable video screen will be placed to do video and LIVE feeds during the race. Snow fence will be around equipment area and for video vehicle. (2) 6x4 speakers will be stacked/hung at START area corners

- Trash receptacles and removal by Westbank will be contracted by Town of Jackson to ensure proper handling, clean up and disposal. Town square area receptacles' trash removal Saturday morning. Trash in container behind Wyoming Outfitters by contracted to Westbank Sanitation by IPSSDR for Saturday morning removal. Curbside Recycling contracted by IPSSDR to set up recycling bins, pick up recycling, recycle.
- Pig Roast vendor on center street to be 6 feet away from sidewalk, no awnings over sidewalk for safety
- Improved pedestrian crossing of race course to be attempted by placing "Gate" in snow fence with gatekeeper to assist in crossing race course.
- Public Works to place temporary road closed signs along 18 intersections 1 week prior to race approx Jan 20, 2020 (including East Deloney Parking Lot and Snow King parking lot).
- Request for public works to start track building at 8:00 – 9:00 AM at West Cache Creek to Willow by noon. At Noon start building track from Broadway & Cache (start line corner) to Willow. Build track from staging lot corner of Deloney & S King after 2PM.
- Parks & Rec. to build snow track inside square from corner of Deloney & Center to Broadway & Cache. 4 straw bales to be used as barricades to detour teams in the correct direction. Straw bales to be removed from inside square immediately following race (Sunrise Lumber drops off and picks up).
- Parks & Rec. to move 2 sets bleachers to intersection of Broadway near intersection of Center & Broadway to accommodate pig roast vendor tent placement facing Broadway.
- Vendors to use electrical outlets in antler arch stone bases on corner of Center & Broadway and Stage Stop Building.
- 16' x 60' setup JH Fire EMS fire truck to arrive not before 3:00PM to park in center of Broadway next to Wyoming Outfitters. Use for display, race photographer, and national anthem. Must enter through Willow & Broadway northeast side.
- Vehicle sponsors (3-4 trucks) to park near Center and Broadway at beginning of START line
- Temporary relief from no dogs in park ordinance.
- 2 insurance policies (liability & motor vehicle) will be provided to the city of Jackson for the 2021 race prior to the event by John(307-733-2464) of HUB-BHJ Insurance, Inc.
- Volunteer Organizations have been contacted and will provide volunteers to assist with traffic control as outlined in "Event Time Line" from Jackson City Police Dept. Volunteers will be stationed at Town Square and designated to assigned posts. Orange safety vests will be borrowed by Community Foundation and returned at Phil Baux Park to designated volunteer at Firework show.
- 1 vendors will be offering items for sale (Food Vendor). Pedigree, The Wort Hotel, and PAWS will only be offering "give-away" items. Pedigree Tent sells for Non Profit.
- A wireless PA system at of the start of the race will be used. National anthem at 6:24 pm. First team leaves at 6:30 pm.

SPECIAL COMMENTS:

_____ Laser Light show will be returning for a 2nd time.

See attached:

- ✓ Flyer for race route door hanger/notice in News Paper (2-sided notices to be distributed prior to the Town Council meeting on December 2021.)
- ✓ Copies of “Road Closure Announcement” signs
- ✓ Map of Snow King route
- ✓ Event Time Line from Police Dept from 2022 (to be provided by city of Jackson Police)
- ✓ Site plan
- ✓ IPSSSDR 501(C)(3) Document

Timeline race start at Town Square:

Time for 2021 Race Start at the Town Square January 28th 2022

5:30 Storm show Movie/ Laser Light Show

6:00 P.M. Welcome Spectators

6:03 Video begins (20.0 minutes)

6:15 Pedigree dignitaries at Antler Arch

6:20 National Anthem (2.5 minutes)

6:23 Pedigree Dignitaries say words to the crowd from Starting line

6:30 Pedigree Main Stage Team number 1& 2 Duel Start

With Junior Musher participant

7:00 – 9:00 pm Party at Snow King

? Last team arrives Snow King



SIGN PERMIT (SGN) APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Business/Description: Pedigree Stage Stop Race

Physical Address: Town Square to Snow King

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: See attached Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name, Agency: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

GENERAL INFORMATION. Have you attached the following? Please answer accordingly.

Yes ___ No ___ Is this a multi-tenant building? Name of Building: _____

Yes ___ No ___ Number of Tenants.

Yes ___ No ___ Length of building frontage in linear feet (1st frontage)

Yes ___ No ___ Length of building frontage in linear feet (2nd frontage if applicable)

Yes ___ No ___ How many signs are you planning to install/erect?

Yes ___ No ___ Dimensions of existing signage to remain.

Yes ___ No ___ Do you have a Master Sign Plan?

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/243/Sign-Permit for submittal requirements. Have you attached the following? Please circle.

Application Fees. Fees are cumulative. Go to www.townofjackson.com/243/Sign-Permit for the fees.

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

Yes ☒ No ☐ **Proposed Signs.** Please provide the information requested for each sign.

Yes ☒ No ☐ **Required Drawings.** Please provide the following drawings as part of your application.

Yes ☒ No ☐ A site plan, drawn to a recognized engineering scale, which depicts the property boundaries, building footprints, access and circulation, and the location of each proposed sign and any existing signs that will remain.

Yes ☒ No ☐ Description of the dimensions, colors, materials and types of any existing signs that will remain. Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ☒ No ☐ Installation specifications, required set backs, height, and any structural details or specifications required for freestanding signs.

Yes ☒ No ☐ Specifications for proposed lighting.

PROPOSED SIGNS. Please fill out the following information for each sign as applicable. If you are proposing more than two signs, you may provide this information on an additional sheet. Go to www.townofjackson.com/243/Sign-Permit for an explanation of the sign requirements below.

	SIGN 1
Type:	<u>See attached</u>
Dimensions:	<u></u>
Area (square feet):	<u></u>
Height:	<u></u>
Clearance:	<u></u>
Setback property line:	<u></u>
Sign color:	<u></u>
Sign material	<u></u>
Lighting type proposed:	<u></u>

	SIGN 2
Type:	<u>See attached</u>
Dimensions:	<u></u>
Area (square feet):	<u></u>
Height:	<u></u>
Clearance:	<u></u>
Setback property line:	<u></u>
Sign color:	<u></u>
Sign material	<u></u>
Lighting type proposed:	<u></u>

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

Dianna Lehn

Signature of Property Owner or Authorized Applicant/Agent

Dianna Lehn

Name Printed

9/14/2021

Date

Assnt Race Direct

Title

Jackson – Banner, Tent, Sign, Location & Sizes

Albertsons	4' X 30'	1/15/2019 – 1/30/2019
Smiths	4' X 30'	1/15/2019 – 1/30/2019
Bank of Jackson Hole	4 X 8'	1/15/2019 – 1/30/2019
Shirt Off My Back	4 X 8'	1/15/2019 – 1/30/2019
Street Pole Banners	3' X 26'	1/25/2019 - 1/30/2019
Light Pole Banners	23" X 46"	2 weeks prior to 1/25/2018
Sled Banners	24' X 36"	Triangular displayed on private business 2 weeks prior to race

Sponsor Banners displayed on Snow Fence day of race
1/26/2017 3' X 6' and 2' X 6'

Stage Tent corner of Broadway and Center near bleachers

10' X 20' Tent for Pedigree giveaways on Broadway near Start

20' X 30' Tent for Sweet Cheeks Catering. Food Vendor on the Square

Additional Banners	1/15/2018 – 1/30/2018
Kmart	4' X 8'
Wort Hotel	2' X 6'
Snow King Hotel	3' X 26"
Snow King Event Center	4' X 8'
Stage Stop	4' X 8'

DOG SLED RACE January 28th , 2022

Parking @ N. King Street and Deloney Street for sled dogs and equip.

Staging route and closure – Deloney to Center South on Center to Broadway
Center – closed from Deloney to Broadway. Diagonal lane giving sled dogs
access to Center. Deloney x King

Town Square closure consistent with the shootout.

Race Start and Course

Broadway Start. @ Cache ---
Broadway and Center –
Broadway and S. King ---
Broadway and Willow ---
Broadway and Jean –
Broadway and Gros Ventre—
Broadway and No Name ---
Broadway and Stormy Circle---
Broadway and Redmond--
Redmond and Upper Cache---
Redmond and Simpson---
Redmond and Hansen ---
Redmond and Kelly ---
Snow King at the Resort entrance ---
Snow King and S. Cache---
Snow King and S. Willow --
Snow King and S. King ---
Snow King Parking Lot--

VOLUNTEERS BRING A FLASHLIGHT

Parking lot closure of Snow King @ Phil Baux and Street closure from S. King to
Cache

Dog Sled Race Timeline

0500 hrs	Graveyard Shift block the access to the public parking lot at Deloney and N. King and Deloney and Willow.
0700 hrs	No Parking in effect on E Broadway (South side) from Willow to Redmond and Redmond South (both sides of street) to Cache Creek Drive.
0600 hrs	No Parking on Center from Broadway to Deloney (both sides)
1000 hrs	No parking on Broadway from Cache to Willow (both sides)
0600 hrs	No parking on Deloney from Center to King (both sides)
1500 hrs	No parking on Snow King From Cache to King @1500 hrs both sides and Phil Baux lot.
1200 hrs	Broadway from Cache to Willow is CLOSED Shut off traffic and travel on Broadway from Cache to Willow Center Street remains closed from Broadway to Deloney
1600hrs	Winterfest begins OFFICERS WITH ASSIGNMENTS UP TO WILLOW 10-8
1730hrs	OFFICER/VOLUNTEER MEETING ON SQUARE (Center of Town Square) AT 5:30PM
1745	All other officers with assignments 10-8
1830	Race Starts up to 25 teams + 3 ceremonial teams @ 3 minute intervals.
2030 hrs	Race should be over- plows clear intersections and scrape snow to curb.
2130 hrs	Event over Clean up should be complete.

SPECIAL EVENT PLAN

DOG SLED RACE

The event is being hosted by the Town of Jackson and is a ceremonial start.
Chief Smith will be the event commander.

CSO's will insure signage and posting occurs 24 hours prior to closures going into effect.

0500 hrs Graveyards will close off the Parking Lot at the E.Deloney and North King to block early morning access.

1200 hrs CSOs will block off Traffic for the road closure from on Broadway from Cache to Willow and Center to Deloney from Broadway.

1600hrs Special Event overtime begins for officers required to be on intersections around the Town Square out to Willow.

Race Specific Overtime Positions will start at **1745 hrs**

All officers assigned to overtime for this event will be authorized to dress in full winter gear as needed and deemed appropriate for their assignment. The idea is to look professional and be warm. Officers will be at their assigned post at 1630 hrs in preparation for the race to begin. At this time the event sponsor and the Howdy Partners have promised 12 volunteers to assist with the traffic control. Officers may be placed around the volunteers to insure safety of all participants and volunteers. Officers should take the time to meet and introduce themselves to the volunteers around them if applicable. The volunteers might need direction and will need a point of contact.

Cache and Broadway -Direct Traffic as needed and advise other officers of starting of racers on course.

Broadway and Center –

Broadway and S. King-

Center and Deloney- Coordinate the closure and facilitate the movement of teams from the staging area to the start line utilizing the route.

Broadway and Willow -Direct traffic around the race course and facilitate traffic on Broadway before and as needed during the race. Direct traffic on Willow to allow for movement and facilitate race.

Broadway and Gros Ventre –

Broadway and Jean –

Broadway and No Name –

Broadway and Stormy Circle –

Broadway and Redmond - Facilitate traffic as needed with the hospital and the alternate travel route on Kelly.

Redmond and Simpson –

Redmond and Hansen –

Redmond and Kelly – facilitate road closure for racers and traffic in between time.

Redmond and Upper Cache –

Snow King and Cache Area – Finish Line Area- Coordinate the vehicle and foot traffic in the area to facilitate the sled dog support teams picking up dog teams and leaving the area.

The following is a short list of personnel in this event plan.

Rover (troubleshooter)	
Event Commander	1600
Cache and Broadway	1600
Center and Deloney	1600
Broadway and Willow	1600
Deloney and King	1600 then move to Redmond and Simpson @1745
Broadway and Redmond	1745
Redmond and Simpson	1745
Redmond and Kelly	1745
Snow King and Cache pkng-lot	1800

PSSSDR TRAFFIC VOLUNTEER INFO: Friday, January 28th, 2022

Officers will be at their assigned post at 4:30pm in preparation for the race to begin. At this time we have promised 25+ volunteers to assist with the traffic control. Officers may be placed around the volunteers to insure safety of all participants and volunteers. An officer and race secretary will meet all volunteers at the corner of Broadway and Center at **5:30 pm** to take the time to meet and introduce themselves to the volunteers and confirm road assignments. Each volunteer receives one free dinner ticket at this time. Community Foundation volunteer disperses orange vests.

VOLUNTEERS: BRING FLASH LIGHT

Deloney Parking Lot – Friday, Jan 28th from 9:00am-1:30pm. These volunteer will need to be present at the Staging Lot area at the Deloney Parking Lot.

Musher Check In (check in mushers, direct parking, floater) (1) -
Chipping (writing numbers for vets) (2) -

Deloney and N. King - (1) Direct Mushers to Center St

Center and Deloney- Coordinate the closure and facilitate the movement of teams from the staging area to the start line utilizing the route.

Town Square – (2) Direct teams through Town Square to Start

Cache and Broadway – (1) Direct Traffic as needed and advise other officers of in bringing racers to START line.

The remaining traffic areas direct traffic around the race course and facilitate traffic before and as needed during the race. Direct traffic to allow for movement and facilitate race:

Broadway and S. King (1)

Broadway and Willow (1)

Broadway and S. Jean (1)

Broadway and Gros Ventre – (1)

Broadway and No Name – (1)

Broadway and Stormy Circle – (1)

Broadway and Redmond – (2) Facilitate traffic as needed with the hospital and the alternate travel route on Kelly.

Redmond and Simpson – (1)

Redmond and E. Hansen – (1)

Redmond and E. Kelly – (1) Facilitate closure for racers and traffic in between time.

Redmond and Cache Creek Drive – (1) Help direct turn for mushers

Upper Cache Creek Drive entering Love Ridge – (1) Help direct mushers

Love Ridge Area – (1) – Help direct mushers when necessary

Snow King Hotel Area – (1)

S. Willow and E. Snow King Ave – (1)

Finish Line - (1)

Snow King Parking Lot - (4) Help mushers get to trucks, facilitate traffic, no entry for cars without parking passes

Coordinate the vehicle and foot traffic in the area to facilitate the sled dog support teams picking up dog teams and leaving the area.

**The 2022
Pedigree
Stage Stop Sled Dog Race
will take place
Friday, January 28, 2022**

- St. Johns Hospital routes will be affected for this exciting event. Please see the map on the reverse side of this notice.
- Crews will begin building the course early the morning of the race. IPSSSDR requests to plan accordingly for your traffic detours during this event.
- *On race day, driveway and street accesses may be hampered by snow used for the course.*
- If you have questions about this event, the course, or snow grading, please call 307-640-5359.

**We greatly apologize for the inconvenience and
"Thank You" for your understanding.**



TOWN SQUARE

START

EAST BROADWAY

REDMOND
STREET

DOG SLED RACE ROUTE

SOUTH
CACHE
DRIVE

SNOW KING
RESORT

SNOW KING AVENUE

CACHE CREEK DRIVE

FINISH

SLED DOG RACE

JAN. 28TH, 2022 NOON – 9PM

PARTIAL ROAD CLOSURES

EXPECT DELAYS

USE ALTERNATE ROUTE

THANK YOU FOR YOUR COOPERATION
QUESTIONS? CALL THE RACE HOTLINE
AT 307-640-5359

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Red Kettle Salvation Army Fundraiser	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of public property and erecting any structure, display, or other object on any public sidewalk.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Good Samaritan Mission to host the Red Kettle Salvation Army Fundraiser.

Recommendations.

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

Background.

The Good Samaritan Mission has submitted a special event application for permission to set up a "Red Kettle" on the boardwalk in front of the southwest arch of the Town Square on Fridays and Saturdays during the dates of November 26 and December 24 between the hours of 10:00am and 6:00pm. In addition to the red kettle and red kettle stand there would also be a volunteer present ringing a bell and collecting donations. The money collected would be utilized as a holiday fundraiser for the Salvation Army.

The history of the Salvation Army's Red Kettle and bell ringers dates back to 1891 when Salvation Army Captain Joseph McFee resolved to provide a free Christmas dinner for the "destitute and poverty-stricken" in San Francisco by setting out a kettle with a sign next to it reading: "Keep the Pot Boiling." The money collected from this first iteration of the red kettle was used to feed the needy at Christmas. According to the Salvation Army's website "public contributions to Salvation Army kettles enable the organization to continue its year-round efforts at helping those who would otherwise be forgotten."

In previous years these red kettles have been located on private property outside of local grocery stores in Jackson. Recently, due to one grocery store closing and another grocery store with corporate policies that don't allow such practices, the red kettles will only be present at two grocery stores in town this holiday season. The applicant has approached the Town Council to consider the possibility of allowing a kettle, kettle stand and volunteer bell ringer to be located on the sidewalk, just outside the Town Square, for 2 days a week during specific dates and times this holiday season.

The applicant requests the following:

- Permission to place a red kettle and red kettle stand on the sidewalk located by the southwest antler arch at the intersection of Broadway and Cache between the hours of 10:00am and 6:00pm on Fridays and Saturdays between the dates of November 26, 2021 and December 24, 2021.

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 and Prevention guidelines, as well as the Town Special Event Policy with COVID-19 considerations. The Town of Jackson does not have a policy regarding fundraising events like this near the Town Square on public sidewalks.

Possible Alternatives.

The applicant has not provided any possible alternatives.

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. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

\$27.00 Special Event Application Fee

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 3 hours)
- Staff report preparation (1 hour)
- Follow-up (30 minutes)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The applicant shall adhere to all federal, state and local health orders in place throughout the period of operation.
2. The applicant shall adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
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 remove the red kettle and stand during days and times that have not otherwise been specifically approved by the Town Council.
6. A red kettle and red kettle stand may be placed on the sidewalk located by the southwest antler arch at the intersection of Broadway and Cache in a manner that does not unreasonably obstruct pedestrian traffic only between the hours of 10:00am and 6:00pm on Fridays and Saturdays between the dates of November 26, 2021 and December 24, 2021.

7. The red kettle shall be placed in the area depicted in the map included in this staff report.
8. The applicant shall clean up immediately after each day of the event at 6:00pm and not leave any red kettle unattended.
9. The red kettle shall not be placed inside of George Washington Memorial Park.
10. The applicant shall conduct all activities in a responsible, professional, and timely manner.
11. No ropes, exhibits, signs, banners or booths may be secured to any live forestry, the antler arches, or buckrail fence.
12. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
13. Any additional conditions as directed by the Town Council.

Attachments or Links.

Special Event Application
Map of Red Kettle Placement

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 Good Samaritan Mission to host the Red Kettle Salvation Army Fundraising special event, subject to the conditions and restrictions listed in the staff report.

An aerial photograph of a street intersection. A red dot is placed on the sidewalk on the left side of the intersection, near a cluster of trees. A white arrow points from a text box to this red dot. The street has several cars parked and driving. There are trees and a grassy area on the right side of the street. A building is visible in the background on the right.

Placement of the red kettle which
would not unreasonably impede
or obstruct pedestrian traffic.

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: Red Kettle Salvation Army fund raiser

Name of Organization: Good Samaritan Mission

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

Mailing Address: 285 W Pearl

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Rebecca Erskine

Email Address: rQerskine@gmail.com

Work Phone: 3077134480 Cell Phone: _____

EVENT INFORMATION

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

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

Bell ringers to collect donations for the Salvation Army.

Location of Event: Corner of Broadway & Cache Alternative Location: _____

Date(s) of Event: Fridays and Saturdays Event Operating Hours: 10 am to 6 pm

Event Set Up Begins Date: November 26, 2021 Time: 10 am

Event Clean Up Ends Date: December 24, 2021 Time: 6 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2 people ea hour Total Event: 16

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: Chuck Fideroff Cell Phone: 307-733-3165

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

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

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

- ☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

- ☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.
- ☐ Electricity Access
- ☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.
- ☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

- ☐ Foot Patrol ☐ Ambulance ☐ Fire Engine
- ☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☒ No

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

Will your event feature any musical entertainment?

☐ Yes

☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☐ Yes

☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: RE

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: RE _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: RE

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: RE _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: RE

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Rebecca Erskine
Printed Name

DATE: 10/14/2021

TITLE:

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Town Square Lighting Ceremony	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of Town Square.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Jackson Hole Chamber of Commerce to host the Town Square Lighting Ceremony.

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, requests approval to host the annual Town Square Lighting Ceremony on Friday, November 26, 2021 from 3:00 to 7:00 P.M. with set up beginning at 2:00 P.M. and tear down ending by 7:30 P.M. The ceremony will include a performance by the Jackson Hole Community Band and Jackson Hole Chorale, a tree lighting countdown by the Mayor, and the arrival of Santa via sled dogs or via a fire engine. The Howdy Partners will provide security and will be serving hot drinks and cookies (following the recommendations of TC Department of Health).

Please see the attached application and event plan for more detail. This plan will only take place if Teton County is in the "green" or "yellow" COVID-19 community risk levels. If Teton County is in "orange" or "red" COVID-19 community safety risk levels then Santa will drive to the neighborhoods like last year. The "covid safety precautions" outlines these different plans.

The applicant requests the following:

1. Use of Town Square.
2. Use of power in the Town Square.
3. Assistance from the Police Department to help get Santa across Town Square to the Stage Stop.
4. (The applicant is not requesting any closures; rather, assistance in the intersection at Deloney and Center from 5:45 to 6:15 P.M. so that Santa Claus can cross from Wells Fargo to the northeast corner of Town Square.
5. The Mayor or alternative representative from the Town Council to announce Santa's arrival.
6. Town personnel to turn on the tree lights at 5:30 P.M. at the Mayor's signal.
7. The use (including drop off and pick up) of Town barricades to line the approach of Santa Claus.

The application has been submitted to all Town departments for recommendation and comment. **There are no changes to this event as compared to previous 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.

Applicant did not list alternative.

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. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

\$27.00 Special Event Application Fee

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 1 hour)
- Staff report preparation (1 hour)
- Parks and Recreation Personnel to assist with utilities (30 minutes)
- On-duty police officers to assist with the escorting of Santa Claus (30 minutes)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The applicant shall adhere to all federal, state, and local health orders in place throughout the period of operation.
2. The applicant shall adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required at least 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.
5. The applicant shall coordinate all set up with the Parks and Recreation department at least one week prior to the event.
6. No alterations of park amenities are permitted without the prior permission of the Parks & Rec Department, and no items may be secured to any live forestry.
7. Nothing shall be placed on the pedestrian walkways.
8. Any power or sound cords that cross walkways shall be taped and secured to prevent a tripping hazard.

9. The applicant shall provide and be responsible for the sound system and have it ready for the start of the event.
10. The applicant shall clean up immediately after the event.
11. Applicant shall provide and be responsible for additional trash receptacles at all food and beverage areas.
12. Food service shall be coordinated with Teton County Public Health.
13. Any additional conditions as directed by the Town Council.

Attachments or Links.

Special Event Application

Temporary Sign Permit

Event Map

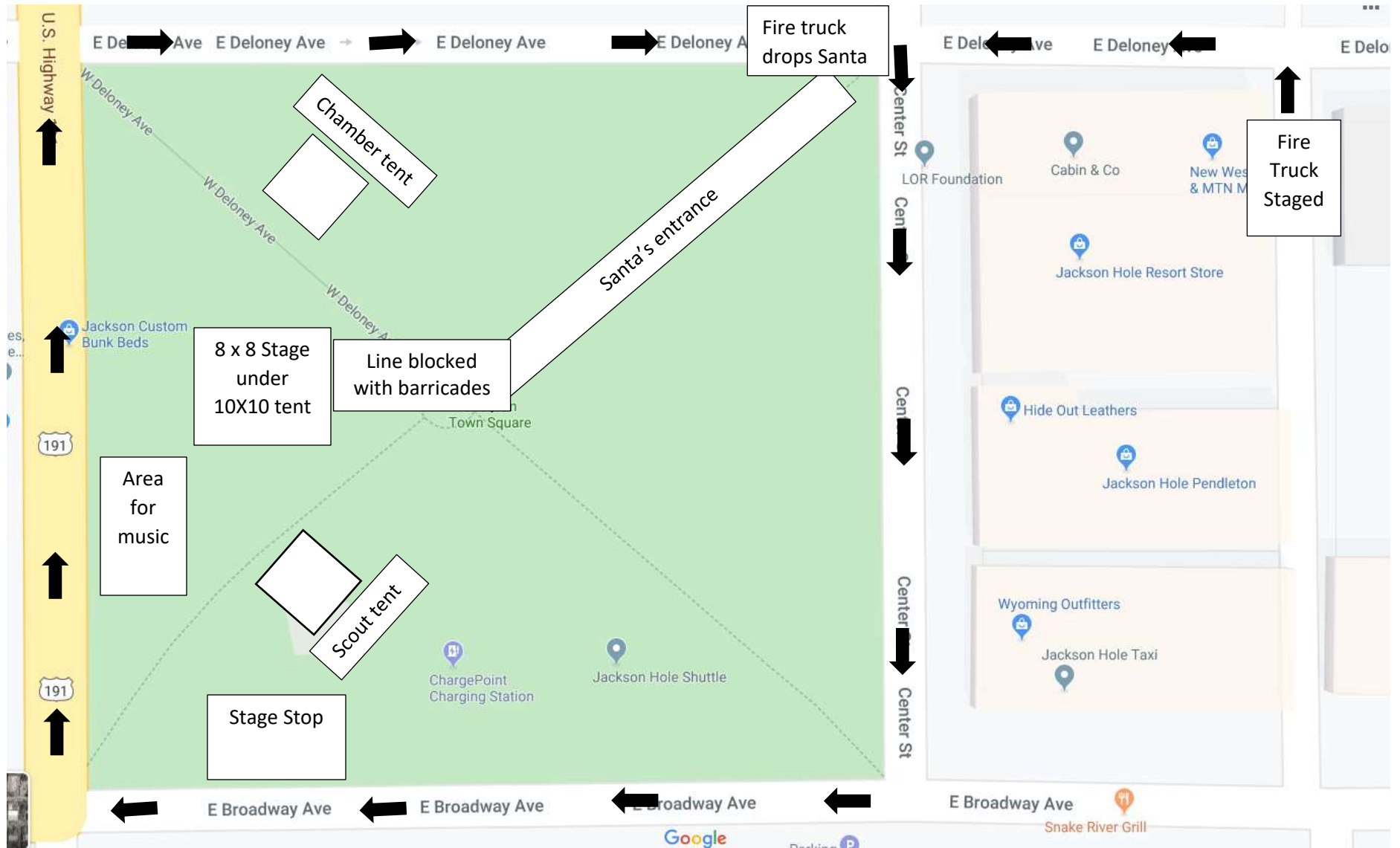
COVID-19 Safety Precaution Plan

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 Chamber of Commerce to host the Town Square Lighting special event, subject to the conditions and restrictions listed in the staff report.

Town Square Lighting – 2021

Friday, November 26, 2021: 3-7 PM





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Town Square Lighting Physical Address of Event: 10 E. Broadway
Description of Event: →

Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name: Britney Magleby / Chamber of Commerce
Mailing Address: PO Box 550 Phone: (307) 733-3316

E-mail: britney@jacksonchamber.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Stage Stop
Physical Address: 10 E Broadway
Dates of Display: 11/1/21 - 11/26/21
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Town Square corner
Physical Address: Cache 3 Broadway
Dates of Display: 11/26/21
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Town Square corner
Physical Address: Delaney 3 Center
Dates of Display: 11/26/21
Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: albertsons
Physical Address:
Dates of Display: 11/15/21 - 11/26/21
Consent from Owner Obtained? Yes ☒ No ☐

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

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

Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.

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

Britney Magleby
Signature of Authorized Event Applicant

10/19/21
Date

Britney Magleby
Applicant Name Printed

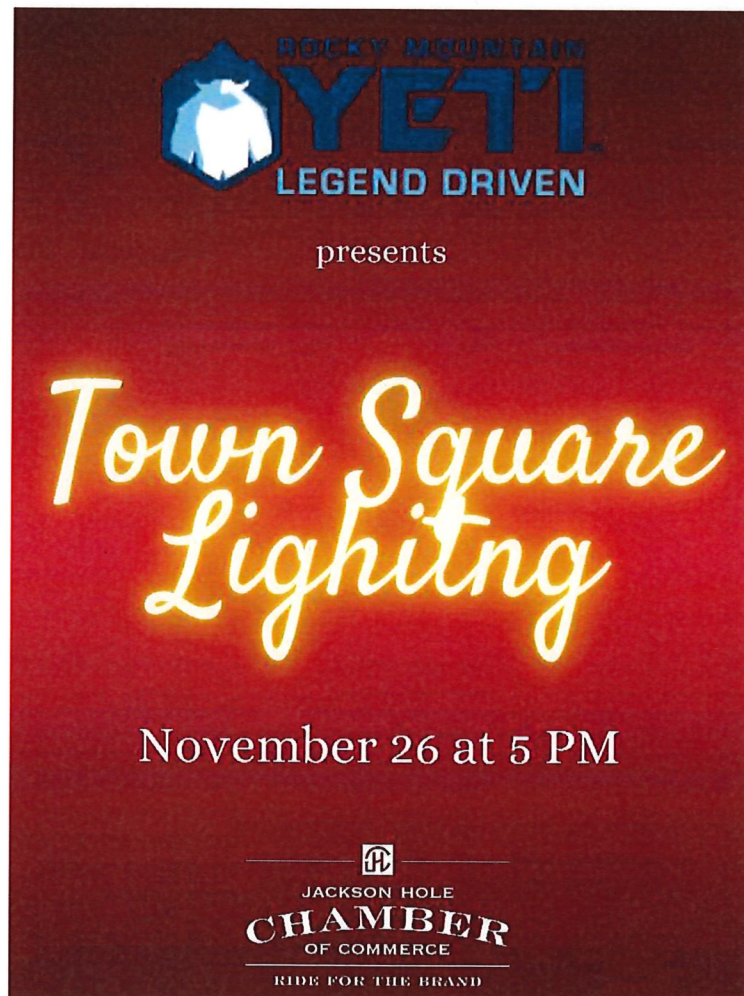
Special Events Director
Title



9 ft x 3 ft banner on fabric with grommets

1 hung on Stage Stop from overhang with nails and string – throughout November

2 hung on Town Square corners from antler arches with zip ties – on November 26 (event day) only



9 ft x 12 ft banner on fabric with grommets

Hung at Albertsons with string



Town Square Lighting 2021
Covid Safety Precautions

“Green” Risk Level – If Public Health declares Jackson is at a “green” risk level, the Town Square Lighting will proceed as follows:

- Face coverings available at four corners of the Square
- Hand sanitizer available at hot chocolate and cookies tent
- Messaging about staying home if you’re showing symptoms
- Abide by all statewide orders, Town recommendations, and Public Health recommendations

“Yellow” Risk Level - If Public Health declares Jackson is at a “yellow” risk level, the Town Square Lighting will proceed as follows:

- Face coverings available at four corners of the Square
- Hand sanitizer available at hot chocolate and cookies tent
- Messaging about staying home if you’re showing symptoms
- Abide by all statewide orders, Town recommendations, and Public Health recommendations

“Orange” Risk Level – If Public Health declares Jackson is at a “orange” risk level, the Town Square Lighting will proceed as follows:

- In-person attendance discouraged on Town Square
 - Encouraged to watch the lighting on social media and spread out along the parade map to see Santa
- Santa to visit neighborhoods via fire truck, waving as he goes
- No in-person event with food & beverage

“Red” Risk Level – If Public Health declares Jackson is at a “red” risk level, the Jackson Hole Marathon will proceed as follows:

- In-person attendance discouraged on Town Square
 - Encouraged to watch the lighting on social media and spread out along the parade map to see Santa
- Santa to visit neighborhoods via fire truck, waving as he goes
- No in-person event with food & beverage

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: Town Square Lighting

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: Lighting the Town Square with Santa

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

Ring in the holiday season in Jackson, drive traffic to downtown businesses

Location of Event: Town Square Alternative Location: N/A

Date(s) of Event: 11/26/2021 Event Operating Hours: 3 - 7 pm

Event Set Up Begins Date: November 26, 2021 Time: 2 pm

Event Clean Up Ends Date: November 26, 2021 Time: 8 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 Total Event: 1000

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

Santa will enter on fire truck led by police cars, but no street closures requested.

He will be dropped on the Town Square at the corner of Cache and Deloney, then the fire truck will immediately depart.

Requesting closure of Deloney parking on one side for fire truck access.

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: 15 parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

Lead Santa in the fire truck to Town Square if they wish

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: Parks & Rec to turn on the holiday lights!

**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 to bring Santa to the Square

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: 3 pm Finish Time: 7 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 certificate must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: Not enough people for a long enough period of time to require 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?

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:

Boy Scouts will collect and remove all trash generated from hot chocolate and cookies

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:
Boy Scouts will collect and remove all trash generated from hot chocolate and cookies

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:

I'd like to request closure of all parking space on one side of Deloney for the fire truck to get through. In 2019, it was unable to drive on Deloney due to spacing.

Covid safety precautions outlined on separate attachment.

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 CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Britney Magleby
Printed Name

DATE: 10/19/2021

TITLE: Special Events Director

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-245 TEMPORARY SIGN PERMIT Art Assoc. of JH Holiday Mudpot Sale	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

The Art Association of Jackson Hole has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs for their Mudpot sale (see attached for details 8' x 6' canvas at Albertsons and 3' 10" x 1' 8" canvas).

- 105 Buffalo Way, Albertson's during:
 - November 15 – November 19
- 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 16 – November 19

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 15 – November 19
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 16 – November 19

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 banners in conjunction with The Art Association of Jackson Hole subject to three (3) conditions of approval:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 15 – November 19
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 16 – November 19



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Holiday Mudpots Physical Address of Event: 240 S Glenwood St
Description of Event: Two-day sale of ceramics, prints, etc made by local artists
Grand Opening ☐ Yes ☒ No No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Art Association of Jackson Hole Phone: 307-733-6973, x7
PO Box 1248 ZIP: 83001
E-mail: kaylee@artassociation.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Miller Park Tennis Court</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>Deloney & Millward St</u>
Dates of Display: <u>11/15 - 11/19 2021</u>	Dates of Display: <u>11/16 - 11/19 2021</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Kaylee Pickett
Signature of Authorized Event Applicant
Kaylee Pickett
Applicant Name Printed

9/16/21
Date
Events Coordinator
Title

Temporary Sign Permit
Banner Proposals

Art Association of Jackson Hole
Event: Holiday Mudpots 2021

Banner to be hung at Albertson's



Dimensions: 8'x6'
Material: canvas

Banner to be hung at Miller Park Tennis Courts



Dimensions: 46"x20"
Material: canvas

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Easement for Water, Utility, and an Access Road to Top of Snow King Mountain	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider granting an easement to Snow King Mountain Resort, LLC for water, utilities, and road access on Aspen Hill Cemetery and the Mountain Tract.

Requested Action.

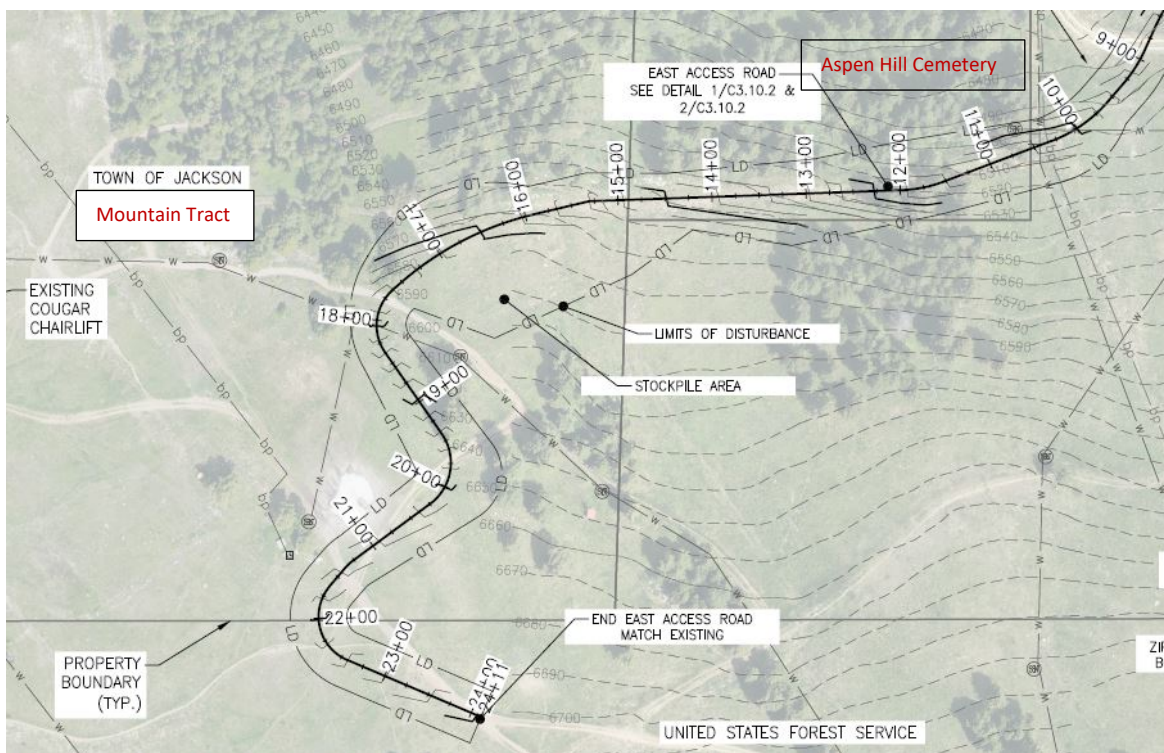
Staff requests Council review and consider granting an easement to Snow King Mountain Resort, LLC for water, utility, and road access on Aspen Hill Cemetery and the Mountain Tract.

Recommendations.

Staff recommends Council approve the draft Water, Utility, and Road Access Easement ("Easement ") as presented in the draft attached to this staff report.

Background.

As part of the changes taking place on Snow King Mountain, Snow King Mountain Resort, LLC requests an easement for a new access road that leads to the top of the mountain, which will be used as a new "green" run for skiers, and for water and utilities lines. As with numerous of the changes being made to Snow King Mountain, a portion of the new road and portions of the utility and water lines would cross Town of Jackson property, specifically the southern boundary of the Aspen Hill Cemetery and the south-east portion of the Mountain Tract.



Analysis.

Notable elements of the Easement include that:

- The agreement includes three different burdens on the Town properties: 1) an access road; 2) a water line; and 3) a utilities line.
- The disturbed area will be larger initially and, after construction operations cease, will be reduced to a smaller footprint.
- Snow King will be required to rehabilitate 1) the areas disturbed by the construction of the road and water and utility lines in this easement and, 2) all areas disturbed by Snow King over the last many years that are not covered by current easements (*an exhibit showing exactly which disturbed areas will be rehabilitated is forthcoming and will be added to the agreement*). Rehabilitation will include returning the land to conditions capable of supporting the land's prior natural state; mitigating the adverse effects on the environment caused by the disturbance; recontouring slopes to minimize erosion and runoff; planting of native species of vegetation to prevent erosion and to encourage self-sustaining development of a productive ecosystem on the reclaimed land, including wildlife access and habitat.
- In order to carry out the construction and rehabilitation, it may be necessary to temporarily divert certain footpaths/bike paths and wherever the construction or rehabilitation work interferes with existing public access, Snow King is required to provide diversion ways.
- Within 6 months from final construction of the roadway set forth in the exhibits, Snow King will supply substituted exhibits for the Roadway which reflect actual construction of the Roadway.

Possible Alternatives.

1. The Town Council may grant the easement.
2. The Town Council may direct the Town Attorney to negotiate different or additional terms and conditions.
3. The Town Council may deny the easement.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

None.

Staff Impact.

The impact of this item was focused in the Legal Department and consisted of the Town Attorney meeting with Snow King's representative; negotiating/drafting the easement; reviewing the agreement exhibits; coordinating with Administration for the agenda presentation; finalizing the agreement with Snow King's representative; and preparing the staff report and ordinance for presentation (totaling 8 hours).

There was approximately 1 hour of the Town Engineer's time spent reviewing the easement agreement and exhibits.

There was approximately 1 hour of Administration staff time spent reviewing the staff report.

Future work on this item, once approved, will include updating the exhibits with minor changes and after construction is complete, is anticipated to include 10 hours split between the Town Attorney and Town Engineer.

Attachments or Links.

- ✓ The draft Water, Utility, and Road Access Easement.

Suggested Motion.

I move to approve the Water, Utility, and Road Access Easement between the Town of Jackson and Snow King Mountain Resort, LLC and authorize the Mayor to execute all necessary documents, subject to minor changes by the Town Attorney.

WATER, UTILITY, AND ROAD ACCESS EASEMENT AGREEMENT

This WATER, UTILITY, ROAD AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, whose address is 150 East Pearl Street/PO Box 1687, Jackson, Wyoming 83001 ("**Grantor**") and Snow King Mountain Resort, LLC, a Wyoming limited liability, whose address is 575 S. Willow St., PO Box 1846, Jackson, WY 83001, its successors and assigns ("**Grantee**"), and shall be effective as of the date of final signature below ("**Effective Date**").

RECITALS

WHEREAS, Grantor owns certain real property in Teton County, Wyoming legally described and graphically depicted in the attached **Exhibit A**, which is incorporated herein by reference; PIDN 22-41-16-34-3-00-008 ("**Mountain Tract**"); and

WHEREAS, Grantor owns certain real property in Teton County, Wyoming known as the Aspen Hill Cemetery, which is legally described in the attached **Exhibit B** and incorporated herein by reference; PIDN 22-41-16-34-3-00-007 ("**Aspen Hill Cemetery**"); and

WHEREAS, Grantee owns certain real property in Teton County, Wyoming legally described as Lot 59 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming as described on that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-003 ("**Lot 59**"); and

WHEREAS, Grantee owns and operates certain recreational ski area improvements on Snow King Mountain, some of which are located on the Mountain Tract and U.S. Forest Service property. Grantee is in the process of adding additional ski area improvements to Snow King Mountain; and

WHEREAS, Grantor desires to grant Grantee an easement for a new access road across a portion of the Mountain Tract and Aspen Hill Cemetery on the terms and conditions contained herein; and

WHEREAS, Grantor desires to grant Grantee an easement for utility and water lines across a portion of the Mountain Tract, which will serve Grantee's proposed ski area improvements on U.S. Forest Service property, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of \$10.00, the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Non-Exclusive Easement for Access Road.** Grantor, as owner of the Mountain Tract and Aspen Hill Cemetery, grants and conveys to Grantee, as owner of Lot 59, and Grantee's employees, agents, contractors, licensees, successors and assigns, a permanent, non-exclusive 24-foot wide access easement for roadway, access, ingress, and egress purposes over those portions of the Mountain Tract and Aspen Hill Cemetery legally described and graphically depicted in **Exhibit C**, which exhibit is incorporated herein by reference ("**Roadway Easement**"). This grant also includes the right to construct, maintain, repair, and reconstruct an 18-foot wide roadway within the Roadway Easement, the right to remove any trees or other vegetation within the Roadway Easement that may interfere with the rights granted herein, and the right utilize the Roadway Easement for skiing, snowboarding, and other ski-related recreation. The Roadway Easement shall be an easement appurtenant to Lot 59 and shall be an easement in gross benefitting Grantee and Grantee's employees, agents, contractors, licensees, successors, and assigns. In order to carry out the construction and rehabilitation, it may be necessary to

temporarily divert certain footpaths/bike paths wherever the construction or rehabilitation works interfere with existing public access, Grantee shall construct such diversion ways. Grantee shall arrange diversions for providing alternative route for recreationalists, both pedestrian and biker. In breaking up, diverting, or otherwise interfering with any footpath/bike path to which the public has access, Grantee shall make such arrangements as may be reasonably necessary so as to cause as little interference with the traffic on that footpath/bike path during construction and the rehabilitation works as shall be practicable.

2. **Grant of Non-Exclusive Easement for Water and Utilities.** Grantor, as owner of the Mountain Tract, grants and conveys to Grantee and Grantee's employees, agents, contractors, licensees, successors and assigns, a permanent, non-exclusive easement for underground water and utilities over a portion of the Mountain Tract as legally described and graphically depicted in **Exhibit D**, which exhibit is attached hereto and incorporated herein by reference ("**Water and Utility Easement**"). This grant shall include the right to construct, maintain, repair, and replace underground water and utilities, including any above-ground appurtenances which may be necessary, the right to access the water and utilities, and the right to trim or remove vegetation or brush which may interfere with the utilities and rights granted herein. The Water and Utility Easement shall be an easement in gross for the benefit of Grantee and Grantee's employees, agents, contractors, licensees, successors and assigns.
3. **Reservation.** Grantor hereby reserves unto itself, its licensees, invitees, heirs, successors and assigns, the right to use the Roadway Easement and Water and Utility Easement, provided such use does not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement or Water and Utility Easement by Grantee. Grantor further reserves unto itself, its licensees, invitees, heirs, successors and assigns, the right to grant additional easements in, under, over and across the Roadway Easement and Water and Utility Easement for any purpose Grantor deems necessary, provided such additional easements do not unreasonably impair, interfere with or obstruct the use of the Roadway Easement or Water and Utility Easement by Grantee.
4. **Costs and Expenses; Maintenance.** Grantee shall be solely responsible for the costs and expenses related to the construction, maintenance, repair, and replacement of any roadway within the Roadway Easement. Grantee shall be solely responsible for the costs and expenses related to the construction, maintenance, repair and replacement of the water and utilities within the Water and Utility Easement.
5. **Mechanics Liens.** Grantee shall not allow, permit, or take any action which may give rise to a lien on the Mountain Tract or Aspen Hill Cemetery without the consent of the Grantor, provided however, that inchoate liens for work not yet due and payable shall not be deemed to be a violation of this Section. If a lien is filed against the Mountain Tract or Aspen Hill Cemetery because of Grantee's actions, Grantee shall cause such lien to be released within 30 days after the Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against the Mountain Tract or Aspen Hill Cemetery. If Grantee fails to remove a lien described in this section, then the Grantor shall have the right, after providing written notice to Grantee, to take all steps reasonably necessary to have the lien removed and Grantee shall indemnify the Grantor for all actual costs and expenses reasonably incurred by the Grantor in having the lien removed from the Mountain Tract or Aspen Hill Cemetery, including reasonable attorney's fees actually incurred by the Grantor in having the lien removed.

6. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Roadway Easement and Water and Utility Easement, does not assume any responsibilities or liabilities with respect thereto.
7. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its officials, officers, employees, agents successors and assigns ("**Indemnified Parties**") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees and all damage to property (collectively, "**Losses**"), arising out of or attributable to use of the Roadway Easement or Water and Utility Easement by Grantee and its employees, agents, contractors and licensees, unless such Losses are caused by the willful misconduct or gross negligence of Grantor or its employees or agents.
8. **Rehabilitation of Mountain Tract.** Grantee shall rehabilitate all disturbed areas shown on Exhibit X by December 31, 2023. Specifically, rehabilitation involves the progressive rehabilitation of disturbed areas with the overall final result being restoring the site in a physically and geochemically safe and stable condition, including, but not limited to, returning the land to conditions capable of supporting the land's prior natural state; mitigating the adverse effects on the environment caused by the disturbance; recontouring slopes to minimize erosion and runoff; planting of native species of vegetation to prevent erosion and to encourage self-sustaining development of a productive ecosystem on the reclaimed land, including wildlife access and habitat.
9. **Enforcement and Remedies.** Grantor and Grantee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party or parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
10. **Notices.** All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective immediately when hand delivered, 1 day after being deposited with an overnight courier or 5 business days after being placed in the mail.
11. **Amendments.** Any modifications, amendments or changes to any of the provisions of this Agreement shall be effective only if in writing and executed by all parties to this Agreement. Grantee has the obligation to provide to Grantor, within 6 months from final construction of the roadway contemplated herein, substituted exhibits for the Roadway which reflect actual construction of the roadway if such construction has deviated from the express grant herein and the parties shall cooperate to record an amendment to this easement reflecting the new exhibits.
12. **Governing Law.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Agreement shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

- 13. Recordation.** This Agreement shall be recorded, by and at the sole cost of Grantee, in the land records of the Office of the Teton County, Wyoming Clerk.
- 14. Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement.
- 15. Governmental Immunity.** Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- 16. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document.
- 17. Electronic Signatures.** The words "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

IN WITNESS WHEREOF, this Agreement was executed on the date of signatures set forth below.

GRANTOR

Town of Jackson, a municipal corporation of the State of Wyoming

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Lynsey Lenamond
Its: Town Clerk

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and Lynsey Lenamond, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

NOTARY PUBLIC

Grantee

Snow King Mountain Resort, LLC, a Wyoming limited liability company

By: Ryan Stanley
Its: President

Date: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Ryan Stanley for Snow King Mountain Resort, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

Notary Public

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Terra Firma Franchise Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to 1) review and consider a franchise agreement between the Town and Terra Firma Services, LLC ("Franchise Agreement") and 2) if the draft agreement proposed is acceptable to Council, to approve the Franchise Agreement at first reading (included later on the agenda).

Requested Action.

Staff requests Council 1) review and consider the draft Franchise Agreement attached to this staff report and 2) approve Ordinance R, as presented, at first reading (later in the agenda).

Recommendations.

Staff recommends Council 1) approve the draft Franchise Agreement attached to this staff report as presented and 2) approve Ordinance R establishing at first reading (later on the agenda).

Background.

Terra Firma Services, LLC plans on operating a business within the Town of Jackson to collect and haul, to Teton County Integrated Solid Waste & Recycling Center and Teton Transfer Station, compostable and recyclable materials. In addition, the company may expand in the future to include municipal solid waste services and, therefore, the draft Franchise Agreement covers that collection and hauling as well.

The following are the specific types of compostable, recyclable, and solid waste materials that are included in the draft Franchise Agreement.

1. Compostable / Recyclable Materials means and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
2. Construction / demolition waste includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
3. Municipal Solid Waste shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.

Analysis.

Terra Firma Services, LLC, if approved by Council, would be granted a non-exclusive franchise, joining other existing franchisees that collect and haul compostable materials, recyclable materials, and municipal solid waste. This Franchise Agreement is drafted upon similar terms and conditions to existing franchises, including:

- ✓ Collecting and transporting the materials in accordance with the laws and the ordinances of the Town, ensuring proper storage so as not to create a nuisance during collection and transportation;
- ✓ Paying franchise fees commensurate with the Town's standard;

- ✓ Maintaining an office and/or answering service for potential and existing customers;
- ✓ Charging reasonable rates and fees, which the Town reserves the power to regulate should a monopoly develop;
- ✓ Committing to serve any areas annexed in the future;
- ✓ Committing to an initial term of five years.

Possible Alternatives.

Council may:

1. Approve the draft Franchise Agreement attached to this staff report as presented and approve it at first reading;
2. Direct the Town Attorney to negotiate different terms and conditions and bring a revised agreement back for first reading;
3. Deny the Franchise Agreement.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Should the draft Franchise Agreement attached to this staff report be approved, Terra Firma Services, LLC will pay:

1. A business license fee;
2. A franchise fee of 5% of gross revenues per year for the collection of Municipal Solid Waste; and
3. A franchise fee of 2% of gross revenues per year for the collection of Compostable / Recyclable Materials (this rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts).

Staff Impact.

The impact of this item was solely focused in the Legal Department and consisted of the Town Attorney meeting with the franchisee's representative; drafting the franchise; coordinating with Administration for the agenda presentation; finalizing the agreement with the franchisee's representative; and preparing the staff report and ordinance for presentation (totaling 5 hours). Additionally 1 hour was spent by administrative staff reviewing staff reports for packet preparation.

Attachments or Links.

- ✓ The draft Franchise Agreement.

Suggested Motion.

I move to approve the draft Franchise Agreement between the Town and Terra Firma Services, LLC, as presented, and direct staff to place Ordinance R establishing a franchise for Terra Firma Services, LLC on the agenda for first reading.

ORDINANCE R

AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Terra Firma Services, LLC (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “Town”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Terra Firma Services, LLC, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of Compostable / Recyclable Materials and Municipal Solid Waste as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect Compostable / Recyclable Materials and Municipal Solid Waste in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility; to pay all costs and charges therefore; and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses

and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials.
This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 5. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 6. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 7. Rights and Privileges. The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Compostable / Recyclable Materials and Municipal Solid Waste for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Compostable / Recyclable Materials and Municipal Solid Waste collection specified in Section 15 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Compostable / Recyclable Materials and Municipal Solid Waste to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Compostable / Recyclable Materials and Municipal Solid Waste to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 9. Conduct of Work. Grantee, its employees or agents, engaged in the collection of Compostable / Recyclable Materials and Municipal Solid Waste shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Compostable / Recyclable Materials and Municipal Solid Waste and the receptacles containing the same. Grantee may not burn any Compostable / Recyclable Materials and Municipal Solid Waste but must haul all Compostable / Recyclable Materials and Municipal Solid Waste, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Compostable / Recyclable Materials and Municipal Solid Waste that no spillage occurs and that the Compostable / Recyclable Materials and Municipal Solid Waste be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Compostable / Recyclable Materials and Municipal Solid Waste where necessary and practical to do so and shall see to its proper storage.

Paragraph 10. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of

the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 11. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Compostable / Recyclable Materials and Municipal Solid Waste collection fees or charges.

Paragraph 12. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 13. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Compostable / Recyclable Materials and Municipal Solid Waste.

Paragraph 14. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Compostable / Recyclable Materials and Municipal Solid Waste as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Compostable / Recyclable Materials and Municipal Solid Waste within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

Paragraph 16. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 17. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise Agreement.

Paragraph 19. Pick-Up Locations. Compostable / Recyclable Materials and Municipal Solid Waste pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town of Jackson.

Paragraph 20. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Terra Firma Services, LLC
POB 2713
Jackson, WY 83001

Paragraph 21 Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. **Governmental Immunity.** The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. **Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. **Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. **Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. **Effective Date.** The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

TERRA FIRMA SERVICES, LLC.

TOWN OF JACKSON

_____, _____

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

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 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 3RD READING AND APPROVED THE ___ DAY OF ___, 2021.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ 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 ___ of Book ___ of Ordinances of the Town of Jackson, Wyoming.

Lynsey Lenamond, Town Clerk

ORDINANCE Q

AN ORDINANCE ADDING SECTION 2.04.060 AND 2.04.070 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ABSENCE AND VACANCY IN ELECTED OFFICE AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Section 2.04.060 and 2.04.070 to the Jackson Municipal Code to read as follows:

2.04.060 Excused Absences; Vacancies; Procedure for filling.

A. Excusing absences. Members of the governing body may be excused from attendance at any meeting of the governing body at any time by a simple majority vote of the governing body.

B. Resolution declaring vacancy required.

1. In order to declare a vacancy exists in the office of Mayor or Town Council pursuant to W.S. §15-1-107, the governing body must adopt a resolution declaring such.
2. The procedure for filling either a Council office or that of the Mayor may not begin until a resolution pursuant to section B.1 is adopted.

C. Filling a vacancy in the office of Mayor. If the office of Mayor is declared vacant, the procedure for appointment to fill such vacancy shall include at a minimum:

1. The Vice Mayor, or in their absence, a senior member of the Town Council will, at a regular or special meeting of the Town Council, call for nominations from the Council to determine who among them shall fill the office of Mayor until the next general election. Each Councilmember is limited to one nomination.
2. The Vice Mayor, or in their absence, a senior member of the Town Council, shall then call for a motion to vote on the member of the governing body who will fill the office of Mayor. The governing body shall select the Mayor by successive votes, if necessary, until one of the nominees receives a simple majority of the votes.
3. The member selected to fill the Mayoral vacancy will be required to resign their Council office when sworn in as Mayor.

D. Filling a vacancy in Council office. If a vacancy in the office of Council is declared, the procedure for appointment to fill such vacancy shall include at a minimum:

1. Applications shall be filed in writing to the Town Clerk on a form prepared by the Town Clerk. Applicants must meet all qualifications pursuant to the state law and applicable Town ordinances to be considered for or hold office.
2. The Town Council shall select and publicly interview a maximum of five qualified applicants at a regular or special meeting of the Town Council.
3. Appointment shall be by motion and simple majority vote of the Town Council at a regular or special meeting of the Town Council.
4. The governing body shall select the appointee by successive votes, if necessary, until one of the qualified applicants receives a simple majority of the votes.

E. Simultaneous vacancies: If vacancies are determined to have occurred simultaneously, the governing body shall establish by majority vote the sequence in which the vacancies are filled.

2.04.070 Vice Mayor.

A. Pursuant to W.S. § 15-1-108(a)(i), the Mayor shall designate a Councilmember to serve as mayor pro tem or Vice Mayor in the Mayor's absence or inability to perform the duties of the Mayor.

(Ord. _____ § 1, 2021)

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 _____ 20____.
PASSED 2ND READING THE _____ DAY OF _____ 20____.
PASSED AND APPROVED THE _____ DAY OF _____ 20____.

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 and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 20____.
I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Lynsey Lenamond, Town Clerk

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Terra Firma Franchise Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to 1) review and consider a franchise agreement between the Town and Terra Firma Services, LLC ("Franchise Agreement") and 2) if the draft agreement proposed is acceptable to Council, to approve the Franchise Agreement at first reading (included later on the agenda).

Requested Action.

Staff requests Council 1) review and consider the draft Franchise Agreement attached to this staff report and 2) approve Ordinance R, as presented, at first reading (later in the agenda).

Recommendations.

Staff recommends Council 1) approve the draft Franchise Agreement attached to this staff report as presented and 2) approve Ordinance R establishing at first reading (later on the agenda).

Background.

Terra Firma Services, LLC plans on operating a business within the Town of Jackson to collect and haul, to Teton County Integrated Solid Waste & Recycling Center and Teton Transfer Station, compostable and recyclable materials. In addition, the company may expand in the future to include municipal solid waste services and, therefore, the draft Franchise Agreement covers that collection and hauling as well.

The following are the specific types of compostable, recyclable, and solid waste materials that are included in the draft Franchise Agreement.

1. Compostable / Recyclable Materials means and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
2. Construction / demolition waste includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
3. Municipal Solid Waste shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.

Analysis.

Terra Firma Services, LLC, if approved by Council, would be granted a non-exclusive franchise, joining other existing franchisees that collect and haul compostable materials, recyclable materials, and municipal solid waste. This Franchise Agreement is drafted upon similar terms and conditions to existing franchises, including:

- ✓ Collecting and transporting the materials in accordance with the laws and the ordinances of the Town, ensuring proper storage so as not to create a nuisance during collection and transportation;
- ✓ Paying franchise fees commensurate with the Town's standard;

- ✓ Maintaining an office and/or answering service for potential and existing customers;
- ✓ Charging reasonable rates and fees, which the Town reserves the power to regulate should a monopoly develop;
- ✓ Committing to serve any areas annexed in the future;
- ✓ Committing to an initial term of five years.

Possible Alternatives.

Council may:

1. Approve the draft Franchise Agreement attached to this staff report as presented and approve it at first reading;
2. Direct the Town Attorney to negotiate different terms and conditions and bring a revised agreement back for first reading;
3. Deny the Franchise Agreement.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Should the draft Franchise Agreement attached to this staff report be approved, Terra Firma Services, LLC will pay:

1. A business license fee;
2. A franchise fee of 5% of gross revenues per year for the collection of Municipal Solid Waste; and
3. A franchise fee of 2% of gross revenues per year for the collection of Compostable / Recyclable Materials (this rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts).

Staff Impact.

The impact of this item was solely focused in the Legal Department and consisted of the Town Attorney meeting with the franchisee's representative; drafting the franchise; coordinating with Administration for the agenda presentation; finalizing the agreement with the franchisee's representative; and preparing the staff report and ordinance for presentation (totaling 5 hours). Additionally 1 hour was spent by administrative staff reviewing staff reports for packet preparation.

Attachments or Links.

- ✓ The draft Franchise Agreement.

Suggested Motion.

I move to approve the draft Franchise Agreement between the Town and Terra Firma Services, LLC, as presented, and direct staff to place Ordinance R establishing a franchise for Terra Firma Services, LLC on the agenda for first reading.

ORDINANCE R

AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Terra Firma Services, LLC (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “Town”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Terra Firma Services, LLC, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of Compostable / Recyclable Materials and Municipal Solid Waste as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect Compostable / Recyclable Materials and Municipal Solid Waste in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility; to pay all costs and charges therefore; and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses

and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials.
This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 5. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 6. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 7. Rights and Privileges. The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Compostable / Recyclable Materials and Municipal Solid Waste for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Compostable / Recyclable Materials and Municipal Solid Waste collection specified in Section 15 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Compostable / Recyclable Materials and Municipal Solid Waste to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Compostable / Recyclable Materials and Municipal Solid Waste to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 9. Conduct of Work. Grantee, its employees or agents, engaged in the collection of Compostable / Recyclable Materials and Municipal Solid Waste shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Compostable / Recyclable Materials and Municipal Solid Waste and the receptacles containing the same. Grantee may not burn any Compostable / Recyclable Materials and Municipal Solid Waste but must haul all Compostable / Recyclable Materials and Municipal Solid Waste, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Compostable / Recyclable Materials and Municipal Solid Waste that no spillage occurs and that the Compostable / Recyclable Materials and Municipal Solid Waste be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Compostable / Recyclable Materials and Municipal Solid Waste where necessary and practical to do so and shall see to its proper storage.

Paragraph 10. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of

the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 11. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Compostable / Recyclable Materials and Municipal Solid Waste collection fees or charges.

Paragraph 12. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 13. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Compostable / Recyclable Materials and Municipal Solid Waste.

Paragraph 14. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Compostable / Recyclable Materials and Municipal Solid Waste as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Compostable / Recyclable Materials and Municipal Solid Waste within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

Paragraph 16. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 17. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise Agreement.

Paragraph 19. Pick-Up Locations. Compostable / Recyclable Materials and Municipal Solid Waste pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town of Jackson.

Paragraph 20. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Terra Firma Services, LLC
POB 2713
Jackson, WY 83001

Paragraph 21 Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. **Governmental Immunity.** The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. **Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. **Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. **Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. **Effective Date.** The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

TERRA FIRMA SERVICES, LLC.

TOWN OF JACKSON

_____, _____

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

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 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 3RD READING AND APPROVED THE ___ DAY OF ___, 2021.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ 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 ___ of Book ___ of Ordinances of the Town of Jackson, Wyoming.

Lynsey Lenamond, Town Clerk

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Lynsey Lenamond
Agenda Item:	Discussion of Process for Applying for a Retail and/or Bar & Grill Liquor License	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council is the local licensing authority for liquor licensing and direction was given on September 20, 2021 to present options for Council consideration to initiate an application process for an available Retail and an available Bar and Grill liquor license.

Requested Action.

The requested action is for the Council to approve the proposed application process, timeline, and meeting schedule for consideration of issuance of an available Retail and an available Bar and Grill liquor license to commence on March 1, 2022 as proposed.

Recommendations.

Staff recommends the Council:

1. Direct the Town Clerk to provide notice to the public that application packets for one available Retail and one available Bar and Grill liquor license will be available on March 1, 2022
2. Direct the Town Clerk to accept those completed applications between March 1, 2022 and March 31, 2022
3. Set a special Town Council meeting for May 23, 2022 beginning at 9:00 AM to conduct a public hearing on those applications and that the public hearing be continued to the June 6 regular Town Council meeting for conclusion and a determination by the Town Council.

Background.

At the September 20, 2021 regular Council meeting, the Town Manager's report included an update on available Retail and Bar/Grill liquor licenses. With the acceptance of the Town's Manager's report into the record, staff was directed not to accept applications for Retail or Bar and Grill liquor licenses until directed to do so by the Council. Staff agreed to provide the Council options to consider, including opening a new process for new applications with a proposed timeline, or holding these licenses until different direction is provided at a future date.

There is currently one Retail liquor license in the Town's possession. It was previously held by Tastebuds LLC. The Town also possesses one Bar and Grill liquor license, previously held by MRG LLC dba Rendezvous Bistro.

For other liquor license types, the Town Clerk must process applications and provide them to the Wyoming Liquor Division (WLD). The Town is not obligated to issue liquor licenses in its possession (Wyo. Stat. 12-4-101 (a)).

Because the Town Clerk is now entering the renewal process for all 84 liquor licenses currently active in the Town limits, staff requests that the process to issue these two additional licenses not commence until that renewal process is complete. Staff is proposing to initiate the issuance process on March 1, 2022.

Proposed Application Process.

1. Clerk posts a notice from February 23 – March 9 that applications will be accepted between March 1 and March 31, 2022.
2. Public notice will include how and when applicants may apply, timeline, cost, required materials, state and local regulations, etc.
3. On March 1, 2022, application packets would be available for pickup at Town Hall, or to download from the Town's website.
4. Applications are accepted between March 1, 2022 and March 31, 2022, M-F, 8-5.
5. Required Legal Publishing – List of applicants is published in the newspaper for 2 weeks (April 20 and 27, 2022). Applicants pay for this cost. Legal ad must include the hearing date (May 23, 2022).
6. Town Clerk distributes scans of the applications to the WLD, Town Departments, and Town Council for review.
7. Town Clerk schedules applicant presentations for May 23 beginning at 9:00 AM.
8. A staff report is prepared by the Town Clerk including departmental reviews, the presentation schedule, and copies of the applications.
9. The Special Town Council Meeting is held on May 23, 2022 at 9:00 AM. This includes the public hearing during which public comment and protests are heard, and applicant presentations. The public hearing is then continued to the June 6 regular 6:00 PM Town Council meeting. Previously, Council has allowed 15 minutes per applicant presentation.
10. At the June 6 regular 6:00 PM Town Council meeting, when the item comes before the Council on the agenda, the continued public hearing is reopened, the Council makes a motion, discusses the motion, votes on the motion and once completed, the Mayor closes the public hearing.
11. Town Clerk notifies the WLD whether either or both licenses have been issued. Issues (as appropriate) any approved licenses and returns deposit fees to those denied. Should Council not issue both available licenses, staff would request a motion directing staff to not accept applications for that license until so directed in the future.

Options available to Town Council.

- a. Approve the proposed application process as presented.
- b. Consider an alternate timeline.
- c. Take no action thereby deferring the acceptance of applications and consideration of issuance of these two additional liquor licenses until a date in the future.

Summary of Proposed Timeline:

Date	Action
February 23 - March 9	Public notice that application packets will be available and applications accepted beginning March 1, 2022
March 1, 2022	Apps made available and applications accepted
March 31, 2022	Application period closes
April 1 - April 15	WLD and Town review submitted applications
April 20 and April 27	Legal Publishing occurs
May 18, 2022	Staff Report posted with Council packet for the May 23 Special Meeting/Public Hearing
May 23, 2022	Special Meeting/Public Hearing
June 6, 2022	Conclusion of Public Hearing and Action on Licenses

Analysis.

The State mandates the following criteria for the issuance of liquor licenses in Wyo. Stat. 12-4-104 (b).

(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.

Comprehensive Plan & Priority Alignment.

This process was designed 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 annual liquor licenses also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8 and also to a diversified and balanced economy as discussed in Section 6.

Fiscal Impact.

The liquor licenses will generate an undetermined amount of sales tax revenue. Revenue for the Town would initially be a prorated amount for the annual fees. Upon renewal, the full annual fees would be deposited. The fees are as follows:

- | | |
|---------------------------------|------------|
| 1. Retail Liquor License | \$1,500.00 |
| 2. Bar and Grill Liquor License | 1,514.00 |

Staff Impact.

Staff impact for the liquor license application process will be significant. This process requires many dedicated hours for the Clerk, Legal, Administrative, Planning, Police, Building, and Fire Departments and is estimated at approximately 96 hours.

Attachments or Links.

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

I move to:

1. Direct the Town Clerk to provide notice to the public that application packets for one available Retail and one available Bar and Grill liquor license will be available on March 1, 2022;
2. Direct the Town Clerk to accept those completed applications between March 1, 2022 and March 31, 2022;
3. Set a special Town Council meeting for May 23, 2022 beginning at 9:00 AM to conduct a public hearing on those applications and that the public hearing be continued to the June 6 regular Town Council meeting for conclusion and a determination by the Town Council.

STAFF REPORT



Meeting Date:	November 1, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Start Time for Regular Workshops	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets all regular meetings by ordinance pursuant to W.S. §16-4-404(a). Regular meetings have been established by ordinance and this has been codified in 2.04.010 of the Municipal Code. An ordinance is required in order to change the start time for a regularly scheduled meeting.

Requested Action.

The requested action is for the Town Council to direct staff to place an ordinance on the agenda for first reading for November 15, 2021 that would change the start time for regular Town Council workshops from 3:00 P.M. on the third Monday of each month to 1:30 PM on the 3rd Monday of each month.

Recommendations.

Staff recommends Council direct staff to place an ordinance on the agenda for first reading for November 15, 2021 that would change the start time for regular Town Council workshops from 3:00 P.M. on the third Monday of each month to 1:30 PM on the 3rd Monday of each month.

Background.

Staff is proposing to change the start time for regular workshop meetings from 3:00 PM to 1:30 PM.

There are three kinds of regular meetings the Jackson Town Council has set by ordinance, regular 6:00 PM meetings the first and third Mondays of each month (with holiday exceptions), regular 3:00 PM meetings held the third Monday of each month (with holiday exceptions), and regular 3:00 PM meetings held jointly with Teton County the first Monday of each month (with holiday exceptions). The regular 3:00 PM meetings held the third Monday of each month are used as Town Council workshops. There have been numerous occasions during the past several years where additional time or additional meetings were requested by staff or Council in order to provide adequate time to present and discuss more complex issues and Council priorities.

There are several ways to approach the need for additional time for workshop type of issues. Options include:

- Schedule more frequent special meetings with smaller blocks of time,
- Schedule more time during fewer special meetings,
- Begin regular meetings earlier to add more time to those meetings,
- Extend the ending time for regular meetings to add more time to those meetings.

There are pros and cons related to each of the options listed above and they include such things as meeting fatigue when meetings run too late into the evening, consistent meeting dates and times for staff and the public for preparation and planning for attendance, lengthy blocks of time that may affect attention span, personal schedule disruption for elected officials with random meetings, starting a meeting earlier may allow that meeting to end earlier if items are concluded earlier than planned, and the need for staff to have weeks where no Council meetings occur to allow time for focus and preparation and review of staff reports.

On the occasions where Council has agreed to start a meeting earlier than the time set by ordinance, that action changes the regular meeting to a special meeting that contains statutory limitations in terms of noticing to the public and the ability for the Council to take action on items.

Stakeholders include the Town Council, staff, and citizens interested in viewing or participating in regular workshop meetings.

Staff has drafted an ordinance to make the change to a 1:30 PM start for regular workshops and also to clean up the formatting of Section 2.04.010 for ease of referencing.

Analysis.

The key points to consider are what works best for the Town Council to conduct the public's business, what works for Town staff in order to properly prepare and present quality information to facilitate sound decisions of the Town Council, and what works for community members in order to ensure consistent, reliable, accessible and transparent conducting of the public's business.

Should the Council wish to move forward with this change, staff will place a draft ordinance on the agenda for the November 15, 2021 for first reading. Should it pass, second reading could occur on December 6, third reading on December 20, and advertising on December 22, 2021. Beginning the regular workshop meeting at 1:30 PM would occur with the first workshop in 2022 which would be the January 18 regular workshop.

Possible Alternatives.

The Town Council can choose to leave the start time for the regular workshop meetings as it currently exists or choose another direction. The Council could also choose to defer this amendment until such time that Title 2 is brought before the Council in its entirety as part of the full legal update of the Municipal Code.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

There is no fiscal impact associated with providing direction to staff to place the ordinance for first reading at the November 15, 2021 meeting. As with any ordinance that is adopted, it requires advertisement prior to taking effect and the cost for advertising usually ranges between \$400 - \$1000 depending on the length.

Staff Impact.

The staff impact of research, preparation of the staff report, and review of the staff report is approximately 3 hours. The staff impact of changing the start time of the regular workshop from 3:00 PM to 1:30 PM is positive in that it requires less polling of Council to set special meetings or change the start time of regular meetings, it provides a consistent schedule for meetings such that staff can rely on having a week off in between meetings in order to properly prepare, and it provides the additional time staff is requesting in order to work with the Council on more complex or priority issues.

Attachments or Links.

Draft Ordinance.

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

I move to direct staff to place an ordinance on the agenda for first reading at the 6:00 PM November 15, 2021 regular Town Council meeting that would change the start time for regular Town Council workshops from 3:00 P.M. on the third Monday of each month to 1:30 PM on the 3rd Monday of each month .

ORDINANCE __

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1002, 872, 457, 384, 360, 145, 145A, AND 145B AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING THE TIME FOR REGULAR MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1002, 872, 457, 384, 360, 145, 145A, AND 145B and Section 2.04.010 of the Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.010 Regular meetings.

The regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute:

- A. At 6:00 P.M. an Evening Meeting on the first and third Mondays of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 6:00 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- B. At 1:30 P.M. a Workshop Meeting on the third Monday of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 1:30 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- C. At 3:00 P.M. a Joint Information Meeting on the first Monday of each month of the year in conjunction with the Teton County Wyoming Commission, unless such day shall be a legal holiday, and then such meeting shall be held at 3:00 P.M. on the second Monday of that month. The meetings shall be held in the council chambers of the Town of Jackson Town Hall during the months of January through June and in the county commission chambers of the Teton County Administration Building during the months of July through December, both located in Jackson, Wyoming, unless the elected officials of the Town of Jackson and Teton County, Wyoming, pursuant to law, meet virtually.

(Ord. ____ §1, 2021; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993: Ord. 384 § 1, 1989: Ord. 360 § 1, 1987: Ord. 145B § 1, 1974: Ord. 145A § 1, 1972: Ord. 145 § 1, 1971.)

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 _____ 20____.
PASSED 2ND READING THE _____ DAY OF _____ 20____.
PASSED AND APPROVED THE _____ DAY OF _____ 20____.

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 and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 20____.

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

Lynsey Lenamond, Town Clerk

DRAFT

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: November 1, 2021

RE: Town Manager's Report

Classification and Compensation Study

Staff had previously mentioned to Council the need to conduct a comprehensive classification and compensation study that also provides an in-depth review of job descriptions, the advancement program in place, and other associated tasks. The last salary survey the Town was involved in occurred in 2006. With the Council's approval of the Town Manager's Report, staff will proceed with issuing a Request for Proposals (RFP) to conduct this work. Once proposals have been received, staff would bring the issue back before Council to select a vendor, issue an engagement letter/contract and move forward with the project. Any salary range and salary adjustments made as a result of the study would potentially be implemented with the FY23 budget.

Council Retreat Date

Staff is proposing the dates of January 24 and 25 for the 2022 Town Council retreat. Heather Bergman is available on those dates to conduct the retreat remotely. If the Council would like to conduct the retreat in person, alternate dates would need to be proposed to engage Heather Bergman as our facilitator. If the Council would like to discuss alternate dates for January, please feel free to do so. With the Council's approval of the Town Manager's Report, staff will proceed with preparations for the 2022 Council Retreat to be held on January 24 and 25, 2022.