

Jackson Town Council Regular Meeting

August 7, 2023

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/86585981779?pwd=Mkh4Zm1jRW1jb21QNhdHMnpOWi94Zz09>

If the link does not work, join at zoom.com with Webinar ID **865 8598 1779** Password: **83001**

or join by phone **+1 719 359 4580** with Webinar ID **865 8598 1779** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Employee Introduction

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@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. July 17, 2023 Town Council Workshop
 - 2. July 17, 2023 Regular Town Council Meeting
- B. Disbursements
- C. P23-120 Temporary Sign Permit for PCJH Rummage Sale (Paul Anthony)
- D. P23-124 Temporary Sign Permit for Gateway Church - Crossroads (Paul Anthony)

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

- A. Administration
 - 1. Resort Liquor License CCCs PBI at 380 W. Broadway Ave. (Lynsey Lenamond)
- B. Legal
 - 1. Request to Amend Gondola and Cougar Lease Agreement with Snow King Mountain Resort, LCC (Lea Colasuonno and Tyler Sinclair)

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.

VI. ORDINANCES

- A. Ordinance Q: An Ordinance Relating to Short-term Rental Uses (P21-333) (Second Reading)
- B. Ordinance R: An Ordinance Amending Pathways Speed Limits and Signage (Second Reading)
- C. Ordinance S: An Ordinance Repealing Pathways Penalty Provision (Second Reading)
- D. Ordinance T: An Ordinance Repealing the Regular Meeting Schedule to Allow Setting by Resolution (First Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

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.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

Robert “Bobby” Johnson – Public Works – Full Time Street Operator

Today we are welcoming Robert “Bobby” Johnson to our town as a street operator. Bobby comes to us from South Florida, where he most recently owned and operated a land management company. Before owning his own business Bobby spent an incredible 26 years in law enforcement working in various public safety positions. Bobby’s hobbies include amateur barbequing competitions and any outdoor activity to include boating, fishing, and riding his Harley.

JULY 17, 2023

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Floren Poliseo, Susan Scarlata, and Riley Taylor.

Regular Meeting Schedule. Roxanne Robinson and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to bring forward an ordinance for first reading at the August 7, 2023 Town Council meeting that changes rescheduled meetings due to holidays to the following Monday, changes the regular JIMs to 1:30 PM, and that adds regular meetings at 9AM on specific Tuesdays in April and May of each year as proposed. The motion was repealed.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to repeal the current ordinances setting Council meeting times, amend the rules and regulations to remove the current Council meeting times in the Rules and Procedures, and bring forward a ordinance for first reading at the October 2 Town Council meeting that changes rescheduled meetings due to holidays to the following Monday, changes the regular JIMs to 1:30pm, and that adds regular meetings at 9:00am on specific Tuesdays in April and May of each year as discussed today. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Censure Policy Scoping Report. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to research and present censure policy and ordinances, as appropriate, at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Indoor Vaping Scoping Report. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to place this initiative on the Potential Initiative list for future consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council.

Mountain Towns 2030 Climate Solutions Summit and Fall CAST Meeting. Council held discussion. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve travel for any Councilmember wishing to attend the Mountain Towns 2030 Climate Solutions Summit and Fall CAST Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council Priorities and Upcoming Agendas. Tyler Sinclair and Roxanne Robinson made staff comment. Council reviewed the 2-year workplan and Potential Initiative (PI) list with staff. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 3:02 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JULY 17, 2023

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tanya Anderson, Floren Poliseo, Johnny Ziem, Brian Lenz, Russ Ruschill, and Riley Taylor.

Council introduced Francisco Zumaya, Meter Reader and Street Operator.

Public Comment. Rick Howe and Mike Loebe made public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the July 10, 2023 Special Town Council Meeting Minutes.
- B. **Disbursements.** To approve disbursements as presented. A+ ELEVATORS & LIFTS \$320.00; ACE HARDWARE \$587.20; ALL WEATHER GLASS TINTING \$275.00; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$90,228.41; AMAZON \$264.10; AMERICAN LEAK DETECTION \$996.25; ARCHITECTURAL BUILDING SUPPLY \$5,071.94; AT&T \$295.11; AXON ENTERPRISES, INC \$5,939.00; BADURA, KYLE \$100.00; BAILEY, DAMIEN \$36.42; BIG R RANCH & HOME \$354.98; BLUE SPRUCE CLEANERS, INC \$83.46; BRIGGS, ERIC L \$489.90; BURKHOLDER, SHAWN \$3,700.00; CARQUEST AUTO PARTS INC. \$43.60; CARRILLO-HERNANDEZ, AARON \$335.10; CASELLE INC. \$3,734.00; CDW-GOVERNMENT \$3,848.79; CENTURYLINK \$384.03; CITY OF DRIGGS \$1,692.66; CIVICPLUS \$11,235.99; CLIMB WYOMING \$1,531.25; CNA SURETY \$609.50; COLORADO DOORWAYS INC \$13,125.91; CORE & MAIN LP \$996.88; CREATIVE ENERGIES, LLC \$6,106.00; CUMMINS SALES AND SERVICE \$1,440.00; DAY WIRELESS SYSTEMS \$514.10; DEAN'S PEST CONTROL LLC \$255.00; DELCON INC \$5,597.20; DERO BIKE RACKS \$6,070.96; DICK ANDERSON CONSTRUCTION \$1,755,043.13; DIVISION OF VICTIM SERVICES \$1,200.00; DYNAMIC CONTROLS, LLC \$9,898.00; E.R. OFFICE EXPRESS \$6,084.17; ENERGY LABORATORIES INC. \$867.00; ENTERSECT \$1,000.00; ETNA TRADE PARK LLC \$8,124.00; EVANS, SARA \$314.00; EXPOSURE SIGNS INC \$110.00; FERGUSON ENTERPRISES, INC \$1,619.08; FIGJAM ENTERPRISES, LLC \$3,000.00; FOWLER, LIAM \$2,021.71; GE SOFTWARE \$80.00; GRANICUS, LLC \$21,300.00; HANDY PLUMBING LLC \$240.81; HIGH COUNTRY LINEN \$659.36; HUB INTERNATIONAL \$11,179.00; HUNT CONSTRUCTION INC \$5,967.00; IDAHO STATE TAX COMMISSION \$7,516.00; INTERNAL REVENUE SERVICE \$813.00; IVY OUTDOOR SERVICES LLC \$2,002.00; JACKSON DOWNTOWNER, LLC \$94,831.54; JACKSON HOLE CHAMBER \$25.00; JACKSON HOLE NEWS & GUIDE \$5,035.58; JACKSON HOLE RADIO \$800.00; JACKSON LUMBER INC \$716.52; LENZ, BRIAN \$272.62; LEPCO \$473.70; LOCAL GOV'T LIABILITY POOL \$86,905.00; LOWER VALLEY ENERGY INC \$43,444.46; MARKMAN, JASON \$3,800.00; MATTHEW BENDER & CO., INC. \$737.67; MOBILITY FOREFRONT LLC \$70,000.00; MURDOCH MEMORIALS \$1,000.00; NAPA AUTO PARTS INC. \$298.49; NELSON ENGINEERING \$6,081.50; PALIMERI, DANIEL \$1,500.00; PEAK WATER SERVICES, LLC \$2,639.12; PROCTOR, CJ \$350.00; PROFORCE LAW ENFORCEMENT \$342.18; QUADIENT LEASING USA, INC. \$468.69; RAMSEY, BETH \$54.06; RENDEZVOUS INSURANCE INC. \$137,222.75; RIDGELINE EXCAVATION INC \$210,944.77; ROPPA, DERRICK \$350.00; RUSCHILL, RUSSELL \$575.00; SAUNDERS RANCH COMPANY \$930.00; SENIOR CENTER OF JACKSON HOLE \$20,000.00; SILVER CREEK SUPPLY \$127.14; SILVERSTAR \$4,434.87; SNAKE RIVER MEP COMPLETE, INC \$6,536.97; SOSA'S JANITORIAL SERVICE \$7,200.00; SPRING CREEK ANIMAL HOSPITAL \$282.49; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STANARD & ASSOCIATES, INC \$341.00; STONE, KIRK \$5,600.00; TETON COUNTY CLERK \$264,782.33; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$345.00; TETON COUNTY SPECIAL FIRE FUND \$29,073.56; TETON COUNTY-FUND 10 \$74,159.60; TETON COUNTY-FUND 13 \$92,321.22; TETON MOTORS INC \$3,848.72; TETON RENTAL CENTER \$480.00; TETON TRASH REMOVAL, INC. \$103.00; THE CONNOR E FIELD TRUST \$5,150.00; THE TIRE RACK, INC. \$594.96; THOMSON WEST \$920.94; T-MOBILE \$130.91; TMSC LLC \$5,442.90; UPPER CASE PRINTING INK \$197.54; VALLEY OFFICE SYSTEMS \$586.66; VICTOR VILLAGE, LLC \$3,000.00; W.A.R.M. PROPERTY INSURANCE \$309,860.21; WEBER, MICHELLE \$575.00; WEST COAST CODE CONSULTANTS

\$4,455.00; WESTBANK SANITATION \$1,344.62; WESTWOOD CURTIS \$301,177.80; WHITE GLOVE CLEANING, INC. \$4,900.50; WILMA D SORSBY TRUST \$6,000.00; WILSON, JOHN \$4,400.00; WRAP TECHNOLOGIES, INC \$931.50; WY WORKERS' SAFETY & COMP \$48,077.20; WYOMING LAW ENFORCEMENT \$125.00; WYOMING LAW ENFORCEMENT ACADEMY \$1,229.25; WYOMING RETIREMENT SYSTEM \$230,228.05; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$11,158.50; YELLOW IRON EXCAVATION, LLC \$120.00

- C. **June Municipal Court Report.** To accept the June Municipal Court Report into record.
- D. **P23-057 Temporary Sign Permit for Hole Food Rescue.** To approve temporary banner application (P23-057) for Hole Food Rescue including the three conditions of approval recommended by the Planning Director in the staff report dated July 17, 2023.
- E. **P23-115 Temporary Sign Permit for Stomping the Divots.** To approve temporary banner application (P23-115) for Stomping the Divots, including the three conditions of approval recommended by the Planning Director in the staff report dated July 17, 2023.
- F. **Selection of Firm for Energy Audit.** To approve the selection of AESC firm to conduct an energy audit on Town-owned buildings and direct staff to negotiate a contract with said firm for review and consideration at a future Council meeting.
- G. **2023 Fall Patching Contract.** To reject all bids received for the 2023 Fall Patching Project, and direct staff to rebid the project at a later date.

There was no public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for Proposals for Relocation of the Mercer Cabin. Tanya Anderson made staff comment. Council held discussion with staff. David Vandenberg, Michael Stern, Sherry Smith, Maggie Moore, Ryan Dorgan, and Julien Hass made public comment. A motion was made by Jim Rooks and seconded by Hailey Morton Levinson to direct staff to explore a partnership with the historical preservation board, and/or other entities, to secure a permanent location for the historical Mercer Cabin as part of the Karns Meadow Master Park Plan and bring back options to the Town Council at the next appropriate meeting. Mayor Morton Levinson called for the vote. The vote showed 3-1 with Jim Rooks, Arne Jorgensen, and Mayor Morton Levinson in favor and Jonathan Schechter opposed. The motion carried.

Virginian RV Park and Virginian Lodge: Pathway Easements. Brian Schilling and April Norton made staff comment. Council held discussion with staff. Katherine Dawson made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Pathway Access and Easement Agreement with the Virginian RV Park, LLC for a pathway across 90 Virginian Lane, and the Pathway Access and Easement Agreement with the Virginian Lodge LLC for a pathway across 750 W. Broadway Ave, and authorize the mayor to execute the necessary documents subject to minor changes by staff. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P23-079 Karns Meadow Zoning Map Amendment. Tyler Valentine made staff comment. Council held discussion with staff. Kelly Brasnow, Bob Lenz, Katherine Dawson, and Julien Hass made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve a Zoning Map Amendment (P23-079) to rezone the Karns Meadow Tracts listed below, based upon the findings as presented in the staff report, the departmental reviews, and subject to this staff report dated July 17, 2023:

- Tract 1 – Neighborhood Low Density-1 to Park & Open Space
- Tract 2 – Neighborhood Low Density-1 to Park & Open Space
- Tract 3 – Neighborhood Low Density-1 to Park & Open Space
- Tract 4 – Neighborhood Low Density-1 to Park & Open Space and Neighborhood Low Density-3 (24,000-sf portion of land adjacent to Flat Creek Drive)
- Tract 5 – Neighborhood Low Density-1 to Public/Semi-Public
- Tract 6 – Neighborhood Low Density-1 to Park & Open Space
- Tract 8 – Neighborhood Low Density-1 to Park & Open Space.

The motion was divided. Mayor Morton Levinson called for the vote on Tract 5. The vote showed 3-1 with Jim Rooks, Arne Jorgensen, and Mayor Morton Levinson in favor and Jonathan Schechter opposed. The motion carried.

Mayor Morton Levinson called for the vote on Tracts 1, 2, 3, 4, 6 and 8. The vote showed all in favor. The motion carried.

Council recessed at 7:45pm and reconvened at 7:51pm.

P23-016 LDR Amendment to Parking and Loading Standards Relating to Bicycle Parking. Katelyn Page made staff comment. Council held discussion with staff. Sam Petri made public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct staff to prepare an ordinance for LDR Text Amendment P23-016 as directed by Council and based upon the findings presented in the staff report, the departmental reviews, and subject to the staff report dated July 17, 2023, and present that ordinance for first reading at the next available opportunity. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 23-14: Fee Schedule. Roxanne Robinson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve Resolution 23-14, setting forth and amending the Town of Jackson Fee Schedule. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-14
A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)
EFFECTIVE JULY 18, 2023

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution amends the Town of Jackson Fee Schedule, attached hereto as Appendix A; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on July 17, 2023, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution #23-14, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 17th day of July 2023.

RESOLUTION 23-09, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/3/2023

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	126.00
	11-49 employees	252.00
	50-99 employees	378.00
	100 employees, or more	630.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	164.00
	11-49 employees	365.00
	50-99 employees	492.00
	100 employees, or more	819.00
5.16.025	Independent Contractors and Agents	126.00
5.16.027	Commercial Rentals	128.00
5.16.027	Residential Rentals	128.00
5.06.130	Solicitation - Commercial	128.00
5.06.150	Solicitation - Highway or Street	128.00
5.60.040 C	Short Term Rental	114.00
5.20.010	Installation Permit	32.00
5.32.040	Pawnbroker	33.00
5.20.020	Exposition Licenses	
	5 or fewer vendors; for-profit expositions	131.00
	more than 5 vendors; for-profit expositions	263.00
	5 or fewer vendors; non-profit expositions	66.00
	more than 5 vendors; non-profit expositions	131.00
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	47.00
5.12.080 B	Renewal Late Fee	
	\$32 per month on January 30th not to exceed \$128	32.00
5.12.130	Change of Location Fee	
	notice given on new application	47.00
Ground Transportation		\$ Current Fee
5.50.040 B	Transportation License	
	< 10 employees	126.00
	> 10 employee	252.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	48.00
	< 30 mpg	72.00
5.50.060 B	Operator License Permit	
	new	120.00
	renewal	61.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	

Animal Control, Dog and Cat License		\$ Current Fee
7.12.020	Dog, annual fee	64.00
	Cat, annual fee	64.00
	Owner Surrender	37.00
	Rabies voucher	27.00
	Teton County License	27.00
	Altered	11.00
	Unaltered	27.00
Health and Safety, Alarms		\$ Current Fee
8.32.090	Police response to a false alarm	207.00
Waste Reduction Fee (Plastic Bag)		\$ Current Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	55.00
8.36.070 C	Second conviction	110.00
8.36.070 C	Third Conviction goes to Municipal Court	-
Encroachment Permit		\$ Current Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	50.00
	Request for Encroachment	601.00
	Encroachment Agreement	601.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
12.08.060	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	50.00
	Amendment to Permit: Non-refundable	25.00
	Utility Excavation in public street - per utility	500.00
	Utility Excavation in public alley - per utility	300.00
	Utility Excavation in public easement - per utility	300.00
	Driveway cuts/curb cuts installation/replacement - each	180.00
	Curb and gutter installation - each block	180.00
	Sidewalk installation - each block	180.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	75.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	20.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	15.00
	Construction-related, occupy public alley - per day	180.00
	Construction-related, occupy time-restricted parking space - per space/day	89.00
	Construction-related, occupy non-time restricted parking space - per space/day	50.00
	House moving, per Town staff assistance	45.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	
	Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.	
	Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.	

Miscellaneous		\$ Current Fee
Public Records		
Copy		
	electronic document, <i>per document</i>	11.00
	black and white paper	0.27 /page
	color paper	0.53 /page
Plotted Map		
	size 11x17, each	15.00
	size 24x36, each	38.00
	size 36x54, each	53.00
	Photograph	15.00
	Police Report	15.00
	LDRs and Comprehensive Plan	62.00
	Research / Compilation Services	16.00
	External electronic media (disk, usb drive, etc.)	15.00
	Postage / shipping	actual cost
	Other special circumstances	actual cost
Vehicle Inspection		10.00
Public Intoxication Administrative Fee (Set by Ordinance)		25.00
DUI Administrative Fee (Set by Ordinance)		
	Convicted	800.00
	Deferred	750.00
Boot list Administrative Fee (Set by Ordinance)		50.00
Municipal Court Record Search		10.00
Jackson Hole Airport		\$ Current Fee
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		\$ Current Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill: renewal	3,000.00
	Bar and Grill: new application	10,500.00
	Limited Retail (Club)	500.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	100.00
Animal Shelter Impounding, Board, Adoption		\$ Current Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	33.00
	Same animal, second within one year	46.00
	Same animal, third within one year	65.00
	Same animal fourth and more within one year	130.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	19.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	117.00
Res 09-04	Cat, impounded for 7+ days	101.00

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.
Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Special Event Permit		\$ Current Fee
12.28.050 F	Applicants:	
	Non-Profit	29.00
	For-Profit, including commercial film/photo	1,000.00
	Expressive Activity	-

Planning Permit		\$ Current Fee
Fee Waiver		
The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:		
1. A project that is sponsored by a governmental entity, or a project that received public funding.		
2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.		
Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.		
Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.		
General Pre-Application Conference (per Pre-App meeting)		
Sketch Plan, Special Use, Planned Unit Development		767.00
Conditional Use, Development Plan, Map Amendment		384.00
Development Option Plan		384.00
Grading & Erosion Control		192.00
Optional/Elective Conference with:		
Staff		192.00
Planning Commission or Town Council		original fee
Design Review Committee		255.00
Physical Development		
Sketch Plan, Development Plan		3,198.00
Sign Permit		
Per Sign		96.00
Master Signage Plan		384.00
Basic Use Permit		640.00
Conditional Use Permit		
Use Permit only		3,198.00
Concurrent with application requiring public hearing		640.00
Special Use Permit		3,198.00
Development Option or Subdivision		
Development Option Plan		640.00
Subdivision Plat, plus technical review fee		1,279.00
Exempt Land Division		no charge
Boundary Adjustment		
Plat Required, plus technical review fee		1,279.00
Without Plat, plus technical review fee		576.00

Interpretations	
Formal Interpretation	640.00
Zoning Compliance Verification	640.00
Amendments	
LDR Text	1,919.00
Zoning Map	1,919.00
Planned Unit Development	1,919.00
Relief	
Administrative Adjustment	640.00
Variance	640.00
Appeal of Administrative Decision	640.00
Beneficial Use Determination	1,279.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/intensity</i>	calculation
To condition requiring Council approval	640.00
Miscellaneous	
Administrative decision elevated to public hearing	640.00
Planner of Day, miscellaneous services, research, <i>per hour</i>	100.00

Building Permit (IBC)		\$ Current Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	532.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.60/sf
	Commercial, Office, Multi-family and similar	1.06/sf
	Warehouse, storage and similar	1.06/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u> <u>Fee Calculation</u>		
\$1 to 17,000		272.00
\$17,001 to 40,000	\$272 for the first \$17,000 plus \$11 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$518 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,093 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1million	\$4,072 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5million	\$6,732 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5million +	\$19,501 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
15.04.090	Other Inspections	
	Plan review assessed @ 65% of building permit fee	
	outside normal business hours	106.00/hr
	Re-inspection under Section 305(g)	80.00/hr
	No fee specifically indicated	80.00/hr
	Review of revisions made to Approved Plan	106.00/hr

Mechanical Permit (IMC)		\$ Current Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	53.00
	For issuing each supplemental permit	21.00
	Install or relocate gravity/forced air furnace to 100,000 btu/h	27.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	32.00
	Install or relocate each floor furnace, including vent	23.00
	Install or relocate suspended, recessed or floor mounted heater	23.00
	Install, relocate or replace appliance vent	16.00
	Repair or alter any heating, cooling, absorption or evaporative system	21.00
	Install or relocate boiler or compressor to 3 hp	23.00
	Install or relocate absorption system to 100,000 btu/h	23.00
	Install or relocate boiler or compressor 3-15 hp	43.00
	Install or relocate absorption system 100,000-500,000 btu/h	43.00
	Install or relocate boiler or compressor 15-30 hp	59.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	59.00
	Install or relocate boiler or compressor 30-50 hp	90.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	90.00
	Install or relocate boiler or compressor over 50 hp	160.00
	Install or relocate absorption system over 1,750,000 btu/h	160.00
	Each air-handling unit up to 10,000 cfm and attached ducts	21.00
	Each air-handling unit over 10,000 cfm	32.00
	Each evaporative cooler other than portable type	21.00
	Each ventilation fan attached to a single duct	16.00
	Each ventilation system not part of heating or air conditioning system	21.00
	Installation of hood system serving any mechanical exhaust, including ducts	21.00
	Install or relocate domestic type incinerator	32.00
	Install or relocate commercial or industrial incinerator	122.00
	Install, relocate or alter any unclassified equipment	21.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	Gas-piping Systems to 5 outlets	16.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min
	For which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min
Electrical Code		\$ Current Fee
15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	38.00
	500.01 to 600	44.00
	600.01 to 700	49.00
	700.01 to 800	53.00
	800.01 to 900	59.00
	900.01 to 1,000	64.00
	1,000.01 to 1,100	68.00
	1,100.01 to 1,200	73.00
	1,200.01 to 1,300	79.00
	1,300.01 to 1,400	84.00
	1,400.01 to 1,500	88.00
	1,500.01 to 1,600	94.00
	1,600.01 to 1,700	99.00
	1,700.01 to 1,800	103.00
	1,800.01 to 1,900	109.00
	1,900.01 to 2,000	114.00
	2,000.01 to 3,000	129.00

Demolition Standards		\$ Current Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Demolition Permit	250.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Grading, Erosion Control, and StormwaterManagement		\$ Current Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	50.00
	Individual Residential (Primary + 1 accessory):	
	Statement	200.00
	Plan Level	600.00
	Multi-Unit Residential (3+ Units)	
	Statement	200.00/unit
	Plan Level	350.00/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	350.00/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Cemetery		\$ Current Fee
Res 05-28	Fees:	
	Internment - Open/Close Full	493.00
	Internment - Open/Close Cremation	70.00
	Weekend / Holiday Charge	140.00
	Deed Filing Fee	28.00
	Winter Charge (Dec 1 - April 30)	140.00
	Plot Purchase - Full	422.00
	Plot Purchase - Cremation/Infant	140.00
	Disinterment - Open/Close Full	634.00
	Disinterment - Open/Close Cremation	140.00

3,000.01 to 4,000	149.00
4,000.01 to 5,000	168.00
5,000.01 to 6,000	188.00
6,000.01 to 7,000	209.00
7,000.01 to 8,000	229.00
8,000.01 to 9,000	249.00
9,000.01 to 10,000	269.00
10,000.01 to 11,000	288.00
11,000.01 to 12,000	309.00
12,000.01 to 13,000	329.00
13,000.01 to 14,000	349.00
14,000.00 to 15,000	369.00
15,000.01 to 16,000	389.00
16,000.01 to 17,000	429.00
17,000.01 to 18,000	449.00
18,000.01 to 19,000	469.00
19,000.01 to 20,000	489.00
20,000.01 to 21,000	510.00
21,000.01 to 22,000	529.00
22,000.01 to 23,000	549.00
23,000.01 to 24,000	569.00
24,000.01 to 25,000	591.00
25,000.01 to 50,000 = \$591.00 for the first \$25,000.00, plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$966.00 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = \$1,467.00 for the \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	35.00

Plumbing Permits		\$ Current Fee
15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	53.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	16.00
	For each building sewer and trailer park sewer	27.00
	Rainwater systems – per drain (inside building)	16.00
	For each water heater and/or vent	16.00
	For each gas-piping system of one to five outlets	16.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	16.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	16.00
	For each repair or alteration of drainage or vent piping, each fixture	16.00
	For each lawn sprinkler system on any one meter including backflow protection devices	16.00
	For atmospheric-type vacuum breakers not included in Item #10:	-
	1 to 5 each	16.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	-
	2 inch diameter and smaller	16.00
	over 2 inches in diameter	27.00
	Install Hydronic Heating- up to 1000 sq. ft	23.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	37.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	53.00
	Install Hydronic Heating- 5001 sq. ft. and over	80.00
	For each Fire Sprinkler System	16.00
	Inspections	
	Inspections outside normal business hours	106.00/hr min
	Re-inspection fee	80.00/hr min

	Inspections for which no fee is specifically indicated	80.00/hr min
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	106.00/hr min
Flood Damage Prevention		\$ Current Fee
15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	50.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	300.00
	Large Scale	750.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,200.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	750.00
	No Fee Specifically Indicated	150.00/hour
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Contractor Licensing		\$ Current Fee
15.36.040 i	Classification:	
	General Contractor (Class A)	426.00
	Building Contractor (Class B)	426.00
	Building Contractor Restricted (Class Br)	426.00
	Residential Contractor (Class C)	426.00
	Electrical Contractor	426.00
	Low Voltage Electrical Contractor	426.00
	Plumbing Contractor	426.00
	HVAC Contractor	426.00
	Woodstove/Gas Stove Installer	426.00
	Gas Service Contractor	426.00
	Lawn Sprinkler Installer	426.00
	Water Conditioning Installer	426.00
	Refrigerator Contractor	426.00
	Fire Sprinkler Contractor	426.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	160.00
	Renewal of Certificate	80.00

Ordinances. A motion was made by Jonathan Schechter and seconded by Jim Rooks to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance Q: An Ordinance Related to Short-term Rental Uses.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1210 THROUGH 1217, 1222, 1278, 1299, 1313, 1314, 1316, 1324, AND SECTIONS 2.2.2.C THROUGH 2.2.10.C, 2.3.13.C, 3.3.1.C, 6.1.4, 6.1.5, AND 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SHORT TERM RENTAL UNITS.

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

Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance Q on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance R: An Ordinance Amending Pathways Speed Limits and Signage.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1192 AND JACKSON MUNICIPAL CODE SECTION 12.32.030 REGARDING PATHWAYS SPEED LIMITS 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:

Lea Colasuonno and Michelle Weber made staff comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance R on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance S: An Ordinance Repealing Pathways Penalty Provision.

AN ORDINANCE REPEALING SECTION 1 (IN PART) OF ORDINANCE 1192 AND JACKSON MUNICIPAL CODE SECTIONS 12.32.040 AND 12.32.060 REGARDING PATHWAYS 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 Jim Rooks to approve Ordinance S on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council.

Joint Town/County Department and Division Funding Committee Appointments. A motion was made by Arne Jorgensen and seconded by Jim Rooks to appoint Councilor Arne Jorgensen, Councilor Jim Rooks, and Town Manager Tyler Sinclair to serve on the Joint Town/County Department and Division Funding Committee. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Councilor Arne Jorgensen provided updates as START Board liaison and Travel and Tourism Board liaison. Councilor Rooks provided updates as Historical Society & Museum liaison and Teton County School Board liaison.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on a National Elk Refuge grant application, upcoming summer employee events, and remodel of the START lounge. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:46 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
425	ACE EQUIPMENT & SUPPLY	175522	PELICAN STRIPS	06/23/2023	5,301.59	.00	
425	ACE EQUIPMENT & SUPPLY	175543	PELICAN STRIPS	06/27/2023	2,014.88	.00	
Total 425:					7,316.47	.00	
51	ACE HARDWARE	832581	PAINTING SUPPLIES	07/10/2023	41.97	.00	
51	ACE HARDWARE	832587	LEAF BLOWER AND BATTERY	07/10/2023	399.98	.00	
51	ACE HARDWARE	832621	PAINTING SUPPLIES	07/10/2023	55.96	.00	
51	ACE HARDWARE	832690	SPRINKLERS	07/11/2023	28.47	.00	
51	ACE HARDWARE	832758	CLAMP	07/11/2023	30.98	.00	
51	ACE HARDWARE	832759	CREDIT	07/11/2023	22.98-	.00	
51	ACE HARDWARE	833068	CUTWHEEL	07/13/2023	5.98	.00	
51	ACE HARDWARE	833461	PLIERS AND TOOLS	07/17/2023	55.36	.00	
51	ACE HARDWARE	833808	VALVE NEEDLE	07/19/2023	11.99	.00	
51	ACE HARDWARE	833843	EXT CORD	07/19/2023	12.99	.00	
51	ACE HARDWARE	833885	EXT CORD	07/19/2023	2.00	.00	
51	ACE HARDWARE	833951	TANK SPRATER	07/20/2023	39.99	.00	
51	ACE HARDWARE	834105	SUPPLIES	07/21/2023	55.69	.00	
Total 51:					718.38	.00	
88	AIRGAS INTERMOUNTAIN INC.	5500570105	SMALL ARGON	06/30/2023	45.63	.00	
88	AIRGAS INTERMOUNTAIN INC.	9139356717	MAXIFLEX	06/20/2023	114.48	.00	
88	AIRGAS INTERMOUNTAIN INC.	9139356718	BI-METAL	06/20/2023	59.46	.00	
Total 88:					219.57	.00	
6686	Allegiance Benefit Plan Manage, I	070323	Claims	07/03/2023	59,262.53	59,262.53	07/18/2023
6686	Allegiance Benefit Plan Manage, I	071023	claims	07/10/2023	40,181.60	40,181.60	07/18/2023
6686	Allegiance Benefit Plan Manage, I	072023	claims 07.17.23	07/20/2023	8,789.53	8,789.53	07/28/2023
6686	Allegiance Benefit Plan Manage, I	072723	claims 07.24.23	07/27/2023	43,181.37	43,181.37	07/28/2023
Total 6686:					151,415.03	151,415.03	
6524	ALPHAGRAPHICS	JX-323529	STICKERS	06/23/2023	255.64	.00	
Total 6524:					255.64	.00	
5726	AMAZON	1113887746-97	CLEANING AND REMOTE	07/24/2023	49.59	.00	
5726	AMAZON	11PW-NRHQ-3	BROOMS	05/16/2023	510.51	.00	
5726	AMAZON	1313-1DQC-7J	WEATHER GUARD	03/17/2023	1,190.14	.00	
5726	AMAZON	17HQ-47M1-1T	POP US STICKY NOTES	07/24/2023	8.99	.00	
5726	AMAZON	1GFL-TCWC-N	CAR PHONE HOLDER	07/17/2023	457.76	.00	
5726	AMAZON	1HD3-CQK3-1	SWINGLINE STAPLER	07/24/2023	60.00	.00	
5726	AMAZON	1JTN-TT4J-17	MIESHERK IPAD	07/24/2023	27.19	.00	
5726	AMAZON	1KF6-RHLM-1	KERNEL VIDEL REPAIR	07/24/2023	29.00	.00	
5726	AMAZON	1LXD-6MKG-P	WHEEL BLOCKS	05/07/2023	1,421.19	.00	
5726	AMAZON	1MRK-TC9D-X	FIRST AID KITS	07/14/2023	269.76	.00	
5726	AMAZON	1N67-FJDM-37	WOLF TACTICAL MOLLE BATTL	07/23/2023	216.95	.00	
5726	AMAZON	1NTW-7QTW-T	POST IT	07/22/2023	30.34	.00	
5726	AMAZON	1NYG-1MP3-V	FELLOWES AUTMAX 550C CRO	07/12/2023	1,414.74	.00	
5726	AMAZON	1QFD-4LHT-K	UPS BATTERY BACKUPS	07/26/2023	904.75	.00	
5726	AMAZON	1W9Y-PXM9-1	LUND 36 INCH ALUMINIURN FL	06/20/2023	598.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1WR1-X7VP-9	CLOCK	07/19/2023	29.99	.00	
5726	AMAZON	1X99-XQCD-J	SPRAYERS	07/13/2023	288.73	.00	
Total 5726:					7,507.82	.00	
1159	AMERICAN PUBLIC WORKS AS	4048 10012023	MEMBERSHIP	07/03/2023	402.00	.00	
1159	AMERICAN PUBLIC WORKS AS	4048 10012023	MEMBERSHIP	07/03/2023	402.00	.00	
1159	AMERICAN PUBLIC WORKS AS	4048 10012023	MEMBERSHIP	07/03/2023	402.00	.00	
1159	AMERICAN PUBLIC WORKS AS	4048 10012023	MEMBERSHIP	07/03/2023	402.00	.00	
Total 1159:					1,608.00	.00	
6214	AMERICAN TOWER CORPORAT	4279263	SNOW KING TOWER	07/01/2023	4,427.67	.00	
6214	AMERICAN TOWER CORPORAT	4279263	SNOW KING TOWER	07/01/2023	4,427.66	.00	
Total 6214:					8,855.33	.00	
3530	AMSOIL INC	21739303 RI	SYNTHETIC, AMSOIL	07/05/2023	8,870.09	.00	
Total 3530:					8,870.09	.00	
6250	ARBOR WORKS TREE SERVICE	7413	TREE REMOVAL	07/19/2023	1,500.00	.00	
Total 6250:					1,500.00	.00	
7027	ARISTORENAS, MARIA	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7027	ARISTORENAS, MARIA	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7027:					900.00	.00	
1783	AT&T	27827979460 0	charges for account 28727979546	07/11/2023	251.88	.00	
1783	AT&T	287259163077	charges for account 28725916309	07/08/2023	1,094.71	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	07/12/2023	43.23	.00	
Total 1783:					1,389.82	.00	
7028	BADILLO, MARCELA	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7028	BADILLO, MARCELA	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7028:					900.00	.00	
7033	BERGMAN, PIERRE	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7033	BERGMAN, PIERRE	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7033:					900.00	.00	
4920	BEST BEST & KRIEGER	969557	51148 FRANCHISE RENEWAL J	07/08/2023	991.00	.00	
Total 4920:					991.00	.00	
3500	BISON LUMBER	2307-813819	2X4 STD CEDAR AND CONCRE	07/06/2023	37.34	.00	
3500	BISON LUMBER	2307-813849	GUTTER MATERIAL	07/06/2023	127.47	.00	
3500	BISON LUMBER	2307-815282	GUTTER MATERIAL	07/19/2023	18.46	.00	
3500	BISON LUMBER	2307-815283	SHINGLES	07/19/2023	170.82	.00	
Total 3500:					354.09	.00	
5204	BRICKLINE PAVERS	2023158	STONE PAVERS	07/06/2023	2,683.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5204:					2,683.10	.00	
6727	BRIGGS, ERIC L	22826	SCREW E	07/06/2023	126.95	.00	
6727	BRIGGS, ERIC L	22827	TOOLS	07/06/2023	159.90	.00	
6727	BRIGGS, ERIC L	22952	TOOLS	07/13/2023	65.00	.00	
6727	BRIGGS, ERIC L	22954	TOOLS	07/13/2023	20.15	.00	
6727	BRIGGS, ERIC L	22955	TOOLS	07/13/2023	314.95	.00	
Total 6727:					686.95	.00	
5	CARQUEST AUTO PARTS INC.	6090-617616	AIR ELEMENT	06/29/2023	23.15	.00	
5	CARQUEST AUTO PARTS INC.	6090-617775	WIRE KIT	06/30/2023	85.27	.00	
5	CARQUEST AUTO PARTS INC.	6090-618150	OIL FILTER	07/05/2023	25.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-618194	DRAIN CONTRAINER	07/05/2023	17.13	.00	
5	CARQUEST AUTO PARTS INC.	6090-619174	FILTER WRENCH AND SOCKET	07/12/2023	54.55	.00	
5	CARQUEST AUTO PARTS INC.	6090-619573	JUMPSTART	07/14/2023	264.00	.00	
Total 5:					469.80	.00	
6769	CENTRALSQUARE	359506	ANNUAL SUBSCRIPTION	07/26/2023	110.70	.00	
Total 6769:					110.70	.00	
544	CENTURYLINK	307-111-5050 0	charges for account p-307-111-50	07/28/2023	2,142.33	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	07/13/2023	48.04	.00	
544	CENTURYLINK	648830378	ACCOUNT NUMBER 75912352	07/20/2023	73.14	.00	
Total 544:					2,263.51	.00	
4984	CHAPA STRIPES OF IDAHO	077.396	STRIPING	06/30/2023	5,500.00	.00	
Total 4984:					5,500.00	.00	
7089	CHARLIE'S PLUMBING OF JH	10057	CLOGGED URINAL	06/19/2023	625.00	.00	
Total 7089:					625.00	.00	
6001	CIVICPLUS	261965	STANDARD	07/12/2023	3,708.00	.00	
Total 6001:					3,708.00	.00	
5144	COCA-COLA BOTTLING COMPA	495626	RENTAL	06/30/2023	10.60	.00	
Total 5144:					10.60	.00	
1219	COMMUNITY FOUNDATION OF	050823	SUPPORT TIPS	05/08/2023	5,000.00	.00	
Total 1219:					5,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-553613-23	RIDGELINE HD	06/28/2023	1,091.07	.00	
514	CONRAD & BISCHOFF INC.	IN-568952-23	FUEL	07/11/2023	31,698.54	.00	
Total 514:					32,789.61	.00	
1691	CORE & MAIN LP	S857786	WHEELER REX PACKAGE	07/06/2023	4,523.42	.00	
1691	CORE & MAIN LP	S913746	GASKETS	06/21/2023	1,009.00	.00	
1691	CORE & MAIN LP	S943262	PARTS	06/21/2023	1,026.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1691	CORE & MAIN LP	S943286	GASKETS	07/06/2023	66.90	.00	
1691	CORE & MAIN LP	T201071	WATER meters	07/17/2023	12,772.42	.00	
Total 1691:					19,398.65	.00	
6829	DARKTRACE HOLDINGS LIMITE	172016	DARKTRACE SUBSRIPTION	07/17/2023	34,074.00	.00	
Total 6829:					34,074.00	.00	
7111	DAWSON INFRASTRUCTURE S	INV212803	MOTOR OIL	07/14/2023	1,251.19	.00	
7111	DAWSON INFRASTRUCTURE S	INV212828	RUBBER HOPPER	07/24/2023	119.61	.00	
Total 7111:					1,370.80	.00	
7030	DAY, JEAN	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7030	DAY, JEAN	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7030:					900.00	.00	
7037	DICK ANDERSON CONSTRUCTI	073123	CORE SERVICES	07/28/2023	24,937.50	.00	
7037	DICK ANDERSON CONSTRUCTI	073123	CORE SERVICES	07/28/2023	4,239.38	.00	
7037	DICK ANDERSON CONSTRUCTI	073123	CORE SERVICES	07/28/2023	2,845,568.58	.00	
Total 7037:					2,874,745.46	.00	
6883	DIVISION OF CHILD SUPPORT	061223	DCSE CASE #0005405448	06/12/2023	509.23	509.23	07/12/2023
6883	DIVISION OF CHILD SUPPORT	07262023	DCSE CASE #0005405448	07/26/2023	509.23	509.23	07/25/2023
Total 6883:					1,018.46	1,018.46	
2934	DLT SOLUTIONS, INC.	S1616057	IMAGINIT SUPPORT	07/23/2023	395.00	.00	
Total 2934:					395.00	.00	
6939	DYNAMIC CONTROLS, LLC	37021	RANGE FOBS	07/11/2023	1,140.00	.00	
Total 6939:					1,140.00	.00	
3408	E.R. OFFICE EXPRESS	21212	KRAFT CLSEP ENVELOPES	07/06/2023	59.75	.00	
3408	E.R. OFFICE EXPRESS	21255	PAPER	07/20/2023	68.56	.00	
3408	E.R. OFFICE EXPRESS	21261	WALL FILES	07/25/2023	53.60	.00	
Total 3408:					181.91	.00	
3837	EASTMAN EXCAVATION	2332	TRANSPORT	06/20/2023	1,640.00	.00	
Total 3837:					1,640.00	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5563637.001	HAL LAMP	07/06/2023	5.43	.00	
Total 502:					5.43	.00	
6451	ELITE PARTS	7559	CRIMP,FITTING,HOSE SWIVELS	07/19/2023	614.66	.00	
Total 6451:					614.66	.00	
1134	ENERGY LABORATORIES INC.	562378	CONTROL HOURSE #1, WELLS	07/03/2023	238.00	.00	
1134	ENERGY LABORATORIES INC.	563549	INFLUENT AND EFFLUENT	07/10/2023	479.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	564532	WELL SAMPLES	07/13/2023	1,495.00	.00	
1134	ENERGY LABORATORIES INC.	564697	INFLUENT AND EFFLUENT	07/14/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	566294	INFLUENT AND EFFLUENT	07/19/2023	479.00	.00	
1134	ENERGY LABORATORIES INC.	567698	INFLUENT AND EFFLUENT	07/25/2023	203.00	.00	
Total 1134:					3,097.00	.00	
4556	ENTERSECT	623FB31284	EPO MOTOR VEHICLE RECORD	06/30/2023	2.99	.00	
Total 4556:					2.99	.00	
81	EVANS CONSTRUCTION INC	071823	MILLWARD WATER MAIN REPL	07/18/2023	44,063.50	.00	
81	EVANS CONSTRUCTION INC	233268	CONCRETE	06/27/2023	39,695.00	.00	
81	EVANS CONSTRUCTION INC	233499	CORE SERVICES	07/05/2023	92,393.00	.00	
Total 81:					176,151.50	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0715	51773001	06/15/2023	49.51	.00	
Total 7168:					49.51	.00	
3195	FERGUSON ENTERPRISES, IN	1679456	ORING	07/05/2023	2.72	.00	
3195	FERGUSON ENTERPRISES, IN	1730734	Hose adapter and brush	07/24/2023	11.13	.00	
Total 3195:					13.85	.00	
2549	FIRST TRANSIT	11910990	BUS INSPECTIONS	07/25/2023	9,885.00	.00	
Total 2549:					9,885.00	.00	
4709	FLEETPRIDE	107827113	PARTS	05/12/2023	195.08	.00	
4709	FLEETPRIDE	108032855	SEAL	05/22/2023	238.71	.00	
4709	FLEETPRIDE	108039513	PARTS	05/22/2023	31.36	.00	
4709	FLEETPRIDE	108072125	PARTS	05/23/2023	419.04	.00	
4709	FLEETPRIDE	108208551	PARTS	05/30/2023	4.76	.00	
Total 4709:					888.95	.00	
6605	FLOYD'S TRUCK CENTER	V301001179	WESTERN STAR	07/14/2023	237,170.00	.00	
Total 6605:					237,170.00	.00	
668	FREEDOM MAILING SERVICE I	45680	UTILITY BILLING	07/05/2023	906.29	.00	
668	FREEDOM MAILING SERVICE I	45680	UTILITY BILLING	07/05/2023	47.94	.00	
668	FREEDOM MAILING SERVICE I	45680	UTILITY BILLING	07/05/2023	906.29	.00	
Total 668:					1,860.52	.00	
7034	FRITTS, JASON	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7034	FRITTS, JASON	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7034:					900.00	.00	
324	GFOA	2357583	MEMBERSHIP FINANCE DIREC	06/29/2023	170.00	.00	
Total 324:					170.00	.00	
5734	GREENWAY PAINTING LLC	1687	PAINT 155 E PEARL	07/10/2023	285.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5734	GREENWAY PAINTING LLC	1687	PAINT 155 E PEARL	07/10/2023	44,220.00	.00	
5734	GREENWAY PAINTING LLC	1687	PAINT 155 E PEARL	07/10/2023	37,160.00	.00	
Total 5734:					81,665.00	.00	
4988	HD FOWLER COMPANY	I6285841C	CREDIT	01/10/2023	1,153.57-	.00	
Total 4988:					1,153.57-	.00	
7031	HERNANDEZ, BRANDON	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7031	HERNANDEZ, BRANDON	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7031:					900.00	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	19.37	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	162.69	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	14.68	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	20.74	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0385326	UNIFORMS	06/29/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0385749	MATS@ TOWN HALL	06/30/2023	264.04	.00	
96	HIGH COUNTRY LINEN	0386586	TOWELS @ START	07/05/2023	98.32	.00	
96	HIGH COUNTRY LINEN	0387363	MATS @ SI FERRIN	07/10/2023	17.75	.00	
96	HIGH COUNTRY LINEN	0387369	MATS @ HOME RANCH	07/10/2023	24.56	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	26.19	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	30.79	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	6.66	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	19.38	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	20.75	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0388107	UNIFORMS	07/13/2023	14.65	.00	
96	HIGH COUNTRY LINEN	0389224	MATS @ SHELTER	07/19/2023	82.65	.00	
96	HIGH COUNTRY LINEN	0389342	MATS @ START	07/19/2023	230.13	.00	
96	HIGH COUNTRY LINEN	S0387708	MOP	07/11/2023	12.00	.00	
96	HIGH COUNTRY LINEN	S0389168	TOWELS	07/18/2023	50.76	.00	
Total 96:					1,227.12	.00	
7172	HILL, DEENA	063023	refund sewer surchage march23-	06/30/2023	1,192.53	.00	
Total 7172:					1,192.53	.00	
503	HUNT CONSTRUCTION INC	10683	CRACK REPAIR	07/08/2023	10,000.00	.00	
503	HUNT CONSTRUCTION INC	10770	ASPen drive	07/27/2023	2,800.00	.00	
Total 503:					12,800.00	.00	
4164	ICMA MEMBERSHIP	425291 0723	MEMBERSHIP ROXANNE ROBI	07/06/2023	1,200.00	.00	
Total 4164:					1,200.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3323	IDAHO TRAFFIC SAFETY, INC.	194782	PARKING LOT PAINTING	06/29/2023	47,710.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	194828	ROAD STIPING	06/29/2023	26,460.50	.00	
Total 3323:					74,170.50	.00	
4677	IDEXX DISTRIBUTION, INC.	3132340659	COLILERT	07/05/2023	1,166.04	.00	
Total 4677:					1,166.04	.00	
7126	INEO SYSTRANS USA INC	9532700150	START CAD AVL	07/13/2023	93,100.37	.00	
Total 7126:					93,100.37	.00	
7214	INTERMOUNTAIN WORKMED	SL3339693	SERVICE DATE 06.21.22 DRUG	07/01/2023	15.00	.00	
Total 7214:					15.00	.00	
106	INTERSTATE BATTERY	22257761	BATTERIES	07/05/2023	145.95	.00	
106	INTERSTATE BATTERY	2257841	BATTERIES	07/11/2023	110.95	.00	
Total 106:					256.90	.00	
6954	IVY OUTDOOR SERVICES LLC	44	JUNE TRASH	07/19/2023	15,952.50	.00	
Total 6954:					15,952.50	.00	
2	JACKSON CURBSIDE INC.	073123	JULY	07/28/2023	1,005.00	.00	
2	JACKSON CURBSIDE INC.	073123	2ND QUARTER	07/28/2023	996.03-	.00	
2	JACKSON CURBSIDE INC.	31086	JUNE RECYCLING	07/10/2023	1,480.00	.00	
Total 2:					1,488.97	.00	
6931	JACKSON DOWNTOWNER, LLC	1023	START ON DEMAND JUNE	07/10/2023	57,004.84	.00	
6931	JACKSON DOWNTOWNER, LLC	1023	START ON DEMAND JUNE	07/10/2023	12,606.85	.00	
6931	JACKSON DOWNTOWNER, LLC	1023 0723	JULY START ON DEMAND	07/10/2023	41,079.00	.00	
Total 6931:					110,690.69	.00	
131	JACKSON HOLE NEWS & GUID	354882	AD#419180	07/05/2023	1,917.00	.00	
131	JACKSON HOLE NEWS & GUID	354883	AD#419179	07/05/2023	157.50	.00	
131	JACKSON HOLE NEWS & GUID	354939	AD#419181	07/05/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	355074	AD#419443	07/12/2023	306.00	.00	
131	JACKSON HOLE NEWS & GUID	355075	AD#419442	07/12/2023	148.50	.00	
131	JACKSON HOLE NEWS & GUID	355131	AD#419182	07/12/2023	54.00	.00	
131	JACKSON HOLE NEWS & GUID	355279	AD#419109	07/19/2023	308.20	.00	
131	JACKSON HOLE NEWS & GUID	355557	AD#419699	07/26/2023	638.40	.00	
131	JACKSON HOLE NEWS & GUID	355558	AD#418696	07/26/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	355559	AD#419900	07/26/2023	638.40	.00	
Total 131:					4,637.20	.00	
7266	JACKSON HOLE WILDLIFE FOU	060723	bear wise JH	06/07/2023	4,000.00	4,000.00	07/17/2023
Total 7266:					4,000.00	4,000.00	
115	JACKSON PAINT AND GLASS, I	I129208	GLASS	01/06/2023	420.09	.00	
115	JACKSON PAINT AND GLASS, I	I130394	ARBORCOAT	05/03/2023	69.99	.00	
115	JACKSON PAINT AND GLASS, I	I130526	GLASS	05/12/2023	347.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
115	JACKSON PAINT AND GLASS, I	I130710	ARBORCOAT	05/30/2023	69.99	.00	
115	JACKSON PAINT AND GLASS, I	I130728	ARBORCOAT	05/31/2023	48.99	.00	
115	JACKSON PAINT AND GLASS, I	I130814	ARBORCOAT	06/06/2023	139.98	.00	
115	JACKSON PAINT AND GLASS, I	I130852	GLASS	06/07/2023	3,916.23	.00	
Total 115:					5,012.47	.00	
139	JORGENSEN ASSOCIATES, PC	#22-06 APPLIC	CORE SERVICES VEHICLE MAI	07/21/2023	25,728.55	.00	
139	JORGENSEN ASSOCIATES, PC	#22-06 APPLIC	CORE SERVICES VEHICLE MAI	07/21/2023	32,160.68	.00	
139	JORGENSEN ASSOCIATES, PC	#22-06 APPLIC	CORE SERVICES VEHICLE MAI	07/21/2023	446.09	.00	
139	JORGENSEN ASSOCIATES, PC	#22-06 APPLIC	CORE SERVICES VEHICLE MAI	07/21/2023	356.88	.00	
Total 139:					58,692.20	.00	
7139	KARISSA AKIN LLC	1243	VOICE OVER RECORDING	06/19/2023	600.00	.00	
Total 7139:					600.00	.00	
7281	KNIFE RIVER	16488	TOJ SPRING PATCHING	06/08/2023	230,270.50	.00	
Total 7281:					230,270.50	.00	
7029	KRUEGER, ERICA JADE	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7029	KRUEGER, ERICA JADE	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7029:					900.00	.00	
6807	LANGUAGE TESTING INTERNA	L74357-IN	SPANISH TESTING	07/09/2023	257.00	.00	
6807	LANGUAGE TESTING INTERNA	L74544-IN	SPANISH TESTING	07/20/2023	90.50	.00	
Total 6807:					347.50	.00	
7282	LAWRENCE, AARON	072723	BAIL REFUND 22-12-0493	07/27/2023	500.00	.00	
Total 7282:					500.00	.00	
5691	LEPCO	53376	CHEM DELIVERY	07/13/2023	802.32	.00	
Total 5691:					802.32	.00	
677	MACY'S SERVICES	37846	SEWER JET	06/30/2023	420.00	.00	
Total 677:					420.00	.00	
7230	MEAD & HUNT	351277-04	JAC SHUTTLE PILOT STUDY TH	07/18/2023	11,755.00	.00	
Total 7230:					11,755.00	.00	
7280	MEIER, HANNAH	071723	BOND RETURNED 460 WEST K	07/17/2023	2,000.00	2,000.00	07/17/2023
Total 7280:					2,000.00	2,000.00	
998	METROQUIP INC	W03508	PELICAN	06/30/2023	1,940.59	.00	
Total 998:					1,940.59	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6264760001	PARTS	06/23/2023	399.39	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6280200001	PARTS	06/30/2023	230.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4623:					629.95	.00	
7283	NAILS AND SPA BY TARA LLC	072823	REFUND LICENSE-DENIED #84	07/28/2023	110.00	.00	
Total 7283:					110.00	.00	
257	NAPA AUTO PARTS INC.	131942	FUSE HOLDER	04/08/2023	31.48	.00	
257	NAPA AUTO PARTS INC.	135518	OIL	04/27/2023	38.12	.00	
257	NAPA AUTO PARTS INC.	137673	CREDIT	05/08/2023	10.55-	.00	
257	NAPA AUTO PARTS INC.	143559	ADAPTER	06/05/2023	39.49	.00	
257	NAPA AUTO PARTS INC.	149242	CREDIT	06/28/2023	60.50-	.00	
257	NAPA AUTO PARTS INC.	149344	CREDIT	06/28/2023	18.00-	.00	
257	NAPA AUTO PARTS INC.	149510	FILTERS	06/29/2023	70.34	.00	
257	NAPA AUTO PARTS INC.	149559	AIR FILTER	06/29/2023	234.85	.00	
257	NAPA AUTO PARTS INC.	149718	WATER PUMP	06/29/2023	154.52	.00	
257	NAPA AUTO PARTS INC.	149812	SPARK PLUG	06/30/2023	75.52	.00	
257	NAPA AUTO PARTS INC.	149888	AIR FILTER	06/30/2023	27.47	.00	
257	NAPA AUTO PARTS INC.	150106	OIL AND AIR FILTER	07/01/2023	24.50	.00	
257	NAPA AUTO PARTS INC.	150336	OIL FILTERS	07/03/2023	26.08	.00	
257	NAPA AUTO PARTS INC.	150717	AIR FILTER	07/05/2023	79.98	.00	
257	NAPA AUTO PARTS INC.	151421	OL FILTERS	07/07/2023	45.06	.00	
257	NAPA AUTO PARTS INC.	151559	ALTERNATOR	07/08/2023	430.27	.00	
257	NAPA AUTO PARTS INC.	151582	CREDIT	07/08/2023	66.00-	.00	
257	NAPA AUTO PARTS INC.	151713	STRUT ASSEMBY	07/10/2023	675.44	.00	
257	NAPA AUTO PARTS INC.	151736	CHOKE CLEANER	07/10/2023	17.97	.00	
257	NAPA AUTO PARTS INC.	151788	OIL FILTER	07/10/2023	16.74	.00	
257	NAPA AUTO PARTS INC.	152116	THREADLOCKER	07/11/2023	22.49	.00	
257	NAPA AUTO PARTS INC.	152386	LOCK WASHER	07/12/2023	11.00	.00	
257	NAPA AUTO PARTS INC.	152561	NEW SEERI	07/12/2023	213.68	.00	
257	NAPA AUTO PARTS INC.	152847	ABEBONO	07/13/2023	94.49	.00	
257	NAPA AUTO PARTS INC.	152877	PRESSURE HOSE	07/13/2023	146.24-	.00	
257	NAPA AUTO PARTS INC.	153381	WASHER PUMP	07/15/2023	27.69	.00	
257	NAPA AUTO PARTS INC.	153665	NAPAGOLD AND FILTER	07/17/2023	164.82	.00	
257	NAPA AUTO PARTS INC.	153996	NAPAGOLD	07/18/2023	13.32	.00	
257	NAPA AUTO PARTS INC.	155029	2005 CHEVT TAHOE BRAKES	07/21/2023	221.65	.00	
257	NAPA AUTO PARTS INC.	155654	LAMP	07/24/2023	58.64	.00	
Total 257:					2,514.32	.00	
187	NELSON ENGINEERING	61931	WATER ZONE MODELING	06/30/2023	4,480.00	.00	
Total 187:					4,480.00	.00	
6213	New West Building Company Inc.	071123	release bond 175 south glenwood	07/11/2023	5,000.00	5,000.00	07/11/2023
Total 6213:					5,000.00	5,000.00	
7035	NOLAND, STACY	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7035	NOLAND, STACY	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7035:					900.00	.00	
7183	NUCOR HARRIS REHAB BOISE	PSI622646U	REBAR	06/30/2023	57,922.79	.00	
Total 7183:					57,922.79	.00	
513	ON SIGHT LAND SURVEYORS I	071123	P23-104 REVIEW	07/11/2023	600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 513:					600.00	.00	
1504	ONE CALL OF WYOMING	67768	JUNE TICKETS	07/07/2023	233.25	.00	
1504	ONE CALL OF WYOMING	67768	JUNE TICKETS	07/07/2023	233.25	.00	
Total 1504:					466.50	.00	
5707	PERFORM PRINTING LLC	070723	BUSINESS CARDS	07/07/2023	244.95	.00	
Total 5707:					244.95	.00	
4894	PLATT	4E74414	BULLET	07/10/2023	59.15	.00	
4894	PLATT	Y737269	RAB HH1A LANDSCAPE HOOD	07/24/2023	21.25	.00	
Total 4894:					80.40	.00	
6483	PREMIER TRUCK- SALT LAKE C	775513179	TUBE	07/03/2023	269.24	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775495800	CREDIT	07/24/2023	199.50-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775503419	CREDIT	07/24/2023	33.66-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506279	CREDIT	07/21/2023	1,542.43-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506280	CREDIT	07/21/2023	1,542.43-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506281	CREDIT	06/21/2023	4,283.12-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775506282	CREDIT	07/21/2023	995.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775516550	OWW PEAK WINWA	07/14/2023	626.40	.00	
Total 6483:					5,709.69-	.00	
4922	PREMIER VEHICLE INSTALLATI	41210	CHARGING DOCK	05/10/2023	250.00	.00	
4922	PREMIER VEHICLE INSTALLATI	41642	MPOWER	07/06/2023	1,305.60	.00	
Total 4922:					1,555.60	.00	
6594	PROTERRA	1061928	WIPER BLADE	06/24/2023	546.40	.00	
6594	PROTERRA	1062162	HVAC	06/28/2023	68.90	.00	
6594	PROTERRA	1062736	POWER STEERING MOTOR	07/12/2023	1,729.95	.00	
6594	PROTERRA	1062862	FLAP KIT	07/13/2023	46.50	.00	
6594	PROTERRA	1062932	FLAP KITS	07/14/2023	384.20	.00	
Total 6594:					2,775.95	.00	
7066	R & A SAFETY LLC	42329	DOT ALBERTO	06/08/2023	90.50	.00	
7066	R & A SAFETY LLC	42335	DOT WILLIAM	06/12/2023	90.50	.00	
7066	R & A SAFETY LLC	42374	DOT FRANCICO	06/15/2023	90.50	.00	
7066	R & A SAFETY LLC	42377	DOT COURTNEY	06/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42381	DOT BAILEY	06/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42393	DAMIEM DOT	06/19/2023	90.50	.00	
7066	R & A SAFETY LLC	42409	DOT RANDOM DARCY	06/23/2023	90.50	.00	
7066	R & A SAFETY LLC	42413	DOT LIAM	06/22/2023	90.50	.00	
7066	R & A SAFETY LLC	42421	DOT STEPHEN	06/26/2023	90.50	.00	
7066	R & A SAFETY LLC	42437	DOT KYLER	06/28/2023	90.50	.00	
Total 7066:					905.00	.00	
6069	RAFTELIS	29059	WATER RATE REVIEW THRU JU	07/11/2023	1,642.50	.00	
6069	RAFTELIS	29059	WATER RATE REVIEW THRU JU	07/11/2023	1,642.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6069:					3,285.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4710	WATER @ ANIMAL SLTR	07/01/2023	146.43	.00	
Total 1839:					146.43	.00	
6274	REES, DAVID	071423	DOT PHYSICAL	07/14/2023	155.00	.00	
Total 6274:					155.00	.00	
4869	RIDGELINE EXCAVATION INC	071923	WEST GILL AVENUE PRJ #3	07/29/2023	31,470.30	.00	
4869	RIDGELINE EXCAVATION INC	071923	WEST GILL AVENUE PROJ#3w g	07/29/2023	119,587.16	.00	
Total 4869:					151,057.46	.00	
5672	RINK-TEC INTERNATIONAL, INC	5257	MAINTENANCE AGREEMENT	07/01/2023	15,098.67	.00	
Total 5672:					15,098.67	.00	
1551	ROCKY MOUNTAIN INFO NETW	24446	RMIN MEMBERSHIP	07/12/2023	100.00	.00	
Total 1551:					100.00	.00	
2850	RT1 INC	070623	FLEET SHIPPING	07/06/2023	14.50	.00	
Total 2850:					14.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	617	SUMMER LAWN CARE	06/30/2023	161.70	.00	
5812	RUI INC. DBA VILLAGE GARDN	768	SUMMER LAWN CARE	06/30/2023	635.90	.00	
5812	RUI INC. DBA VILLAGE GARDN	769	SUMMER LAWN CARE	06/30/2023	150.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	770	SUMMER LAWN CARE	06/30/2023	105.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	771	SUMMER LAWN CARE	06/30/2023	285.60	.00	
Total 5812:					1,338.20	.00	
7032	SANCHEZ-MACHUCA, ROSA	062323	EQUITY TASK FORCE	06/23/2023	450.00	.00	
7032	SANCHEZ-MACHUCA, ROSA	072323	EQUITY TASK FORCE	07/23/2023	450.00	.00	
Total 7032:					900.00	.00	
6372	SB EQUIPMENT RENTALS, LLC	11720	RENTAL	07/06/2023	1,212.05	.00	
Total 6372:					1,212.05	.00	
7203	SCHWARTZ, ANDY	062923	LOBBY SERVICES	06/29/2023	3,000.00	.00	
Total 7203:					3,000.00	.00	
7248	SEASONS HANDYWORKS AND	1903	INSTALL CONCRETE POSTS	06/19/2023	1,130.00	.00	
7248	SEASONS HANDYWORKS AND	1910	MOW	07/06/2023	880.00	.00	
Total 7248:					2,010.00	.00	
5216	Shaw Construction of Wyoming, L	5601	JACKSON STREET LIGHTS	06/30/2023	14,402.00	.00	
Total 5216:					14,402.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
231	SHERVIN'S INDEPENDENT OIL	1024815	KERG	07/12/2023	59.97	.00	
Total 231:					59.97	.00	
4548	SILVER CREEK SUPPLY	0011374881-00	BUSHING	06/20/2023	95.56	.00	
4548	SILVER CREEK SUPPLY	0011795808-00	milw cordless transfer pump	07/17/2023	261.75	.00	
Total 4548:					357.31	.00	
4720	SILVERSTAR	54639 08/01/20	INTERNET	07/27/2023	2,695.41	.00	
4720	SILVERSTAR	654791 0723	june bill	07/01/2023	869.73	869.73	07/24/2023
4720	SILVERSTAR	654791 0723	reverse invoice	07/01/2023	1,739.46-	1,739.46-	07/24/2023
Total 4720:					1,825.68	869.73-	
236	SMITH POWER PRODUCTS,INC	3212894	OUTGOING FRIEGHT AND HAN	07/24/2023	36.55	.00	
Total 236:					36.55	.00	
7106	SMITH PSYCHOLOGICAL SERVI	5284	EVALUATION	05/11/2023	400.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	5944	EVALUATION	07/19/2023	400.00	.00	
Total 7106:					800.00	.00	
5165	SMITH, PHILLIP	060523	travel expense for background	06/05/2023	254.63	254.63	06/21/2023
Total 5165:					254.63	254.63	
5632	SNAKE RIVER MEP COMPLETE,	5817	PD OFFICE	07/14/2023	4,344.26	.00	
5632	SNAKE RIVER MEP COMPLETE,	8023	PW BUILDING	07/14/2023	390.00	.00	
Total 5632:					4,734.26	.00	
4699	SNAKE RIVER ROASTING	801078	COFFEE	07/12/2023	47.00	.00	
4699	SNAKE RIVER ROASTING	801191	COFFEE	07/19/2023	227.80	.00	
Total 4699:					274.80	.00	
5633	SNAKE RIVER SUPPLY, LLC	CMF MAT #004	CORE SERVICES	07/14/2023	243,385.28	.00	
Total 5633:					243,385.28	.00	
7050	SOSA'S JANITORIAL SERVICE	072823	TOWN HALL	07/28/2023	4,560.00	.00	
Total 7050:					4,560.00	.00	
7244	SOUTH FORK SUPPLY, LLC	23-103	core services	06/26/2023	143,901.23	.00	
7244	SOUTH FORK SUPPLY, LLC	23-104	CORE SERVICES	07/14/2023	41,844.37	.00	
Total 7244:					185,745.60	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334612245	ANIMAL CARE	07/13/2023	136.58	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334612438	ANIMAL CARE	07/17/2023	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334612439	ANIMAL CARE	07/17/2023	136.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334612440	ANIMAL SUPPLIES	07/17/2023	95.60	.00	
Total 1505:					489.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
241	ST JOHN'S HOSPITAL	50000785	Police department account	06/28/2023	260.00	260.00	07/17/2023
241	ST JOHN'S HOSPITAL	951110 0623	JUNE CHEM LAB	07/06/2023	130.00	.00	
Total 241:					390.00	260.00	
251	STANDARD PLUMBING SUPPLY	TZTZ76	O RING	06/02/2023	19.05	.00	
251	STANDARD PLUMBING SUPPLY	UCJ717	CLOSET	06/16/2023	47.32	.00	
251	STANDARD PLUMBING SUPPLY	UDHR64	VACUUM BREAKER	06/26/2023	9.75	.00	
251	STANDARD PLUMBING SUPPLY	UDPX80	HI PRESSURE REPAIR KIT	06/28/2023	12.92	.00	
251	STANDARD PLUMBING SUPPLY	UDPY50	O RING	06/28/2023	11.44	.00	
Total 251:					100.48	.00	
3989	STINKY PRINTS, INC	71294	PRINTING OF PARKET SIGNS	06/30/2023	43.47	.00	
Total 3989:					43.47	.00	
5055	STOTZ EQUIPMENT	P00828	CUTTERBAR	07/03/2023	408.65	.00	
5055	STOTZ EQUIPMENT	P01201	TOOTH	07/13/2023	381.36	.00	
Total 5055:					790.01	.00	
6276	SUPOWIT, DEBORAH	062723	DOT	06/27/2023	155.00	.00	
Total 6276:					155.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3445	GRANT CONSULTING	06/02/2023	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3487	GRANT SERVICES	07/06/2023	7,500.00	.00	
Total 7076:					15,000.00	.00	
4933	SYMBOLARTS, LLC	0465486	BADGE	06/12/2023	143.10	.00	
Total 4933:					143.10	.00	
1443	TETON COUNTY CLERK	063023A	REMAINING ELECTRICAL FEES	06/30/2023	2,596.00	.00	
Total 1443:					2,596.00	.00	
2113	TETON COUNTY HOUSING AUT	07252023	90 VIRGINIAN LANE CONTRIBU	07/25/2023	2,000,000.00	2,000,000.00	07/26/2023
Total 2113:					2,000,000.00	2,000,000.00	
6813	TETON COUNTY PLANNING & B	100 0623	HOUSING MITIGATION POLICY	06/30/2023	40,425.00	.00	
6813	TETON COUNTY PLANNING & B	101 0623	SOUTH PARK NEIGHBORHOOD	06/30/2023	6,363.25	.00	
6813	TETON COUNTY PLANNING & B	102 0623	INDICATOR REPORT	06/30/2023	9,493.75	.00	
Total 6813:					56,282.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	650	JUNE INMATES	07/11/2023	936.00	.00	
Total 55:					936.00	.00	
1614	TETON COUNTY-FUND 10	063023	TRANSPORTATION	06/30/2023	9,866.08	.00	
Total 1614:					9,866.08	.00	
268	TETON MOTORS INC	5106699	MOULDING	06/26/2023	86.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5106808	FILTER	07/05/2023	65.88	.00	
268	TETON MOTORS INC	5106860	VALVE	07/10/2023	46.42	.00	
268	TETON MOTORS INC	5107056 1	SL N ELEMENT	07/24/2023	45.12	.00	
Total 268:					243.70	.00	
298	TETON YOUTH & FAMILY SERVI	063023	4TH QUARTER PAYMENT	06/30/2023	77,226.00	.00	
Total 298:					77,226.00	.00	
3237	THE AFTERMARKET PARTS CO	83092259	DRIVE UNIT	07/19/2023	495.86	.00	
Total 3237:					495.86	.00	
6810	THE TIRE RACK, INC.	KT49913	TIRES	05/17/2023	304.26	.00	
6810	THE TIRE RACK, INC.	KT49915	TIRES	05/17/2023	304.26	.00	
Total 6810:					608.52	.00	
4649	ULINE	165521137	MIRROR	07/03/2023	480.83	.00	
4649	ULINE	165675770	RECLOSABLE BAG	07/07/2023	101.86	.00	
Total 4649:					582.69	.00	
3881	VALLEY OFFICE SYSTEMS	AR1150691	TOTAL GROUP OVERAGE CHA	02/23/2023	668.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1190103	COPIER CONTRACT	06/29/2023	99.25	.00	
Total 3881:					767.25	.00	
1949	VERIZON WIRELESS	9938622337	JUNE SERVICES	07/01/2023	10,051.40	.00	
Total 1949:					10,051.40	.00	
3420	VISA	Admin 2963 06	GOOD TO GO-PERSONNEL/TO	06/23/2023	5.17	5.17	07/26/2023
3420	VISA	Admin 2963 06	ALBERTSONS-PERSONNEL/TO	06/23/2023	13.97	13.97	07/26/2023
3420	VISA	Admin 2963 06	SMITHS-PERSONNEL/TOWN CL	06/23/2023	18.47	18.47	07/26/2023
3420	VISA	Admin 2963 06	INDEED-PERSONNEL/TOWN CL	06/23/2023	3.79	3.79	07/26/2023
3420	VISA	Admin 2963 06	CREDIT -TOWN-WIDE SERVICE	06/23/2023	6.79-	6.79-	07/26/2023
3420	VISA	Admin 2963 06	AMAZON-TOWN-WIDE SERVICE	06/23/2023	25.43	25.43	07/26/2023
3420	VISA	Admin 2963 06	GOOD TO GO-MAYOR & TOWN	06/23/2023	10.34	10.34	07/26/2023
3420	VISA	Admin 2963 06	BEST WESTERN-PERSONNEL/T	06/23/2023	577.20	577.20	07/26/2023
3420	VISA	Admin 2963 06	TETON COUNTY CLERK-PERS	06/23/2023	31.55	31.55	07/26/2023
3420	VISA	Admin 2963 06	TETON COUNTY CLERK-PERS	06/23/2023	13.55	13.55	07/26/2023
3420	VISA	Admin 2963 06	ALBERTSONS-TOWN-WIDE SE	06/23/2023	17.93	17.93	07/26/2023
3420	VISA	Admin 2963 06	AMAZON-TOWN-WIDE SERVICE	06/23/2023	12.69	12.69	07/26/2023
3420	VISA	Admin 2963 06	BEST WESTERN-PERSONNEL/T	06/23/2023	50.00	50.00	07/26/2023
3420	VISA	Admin 2963 06	BEST WESTERN-MAYOR & TO	06/23/2023	577.20	577.20	07/26/2023
3420	VISA	Admin 2963 06	ALBERTSONS-PERSONNEL/TO	06/23/2023	225.00	225.00	07/26/2023
3420	VISA	Admin 2963 06	BEST WESTERN-MAYOR & TO	06/23/2023	50.00	50.00	07/26/2023
3420	VISA	Admin 2963 06	BEST WESTERN-MAYOR & TO	06/23/2023	520.00	520.00	07/26/2023
3420	VISA	Admin 2963 06	MERRY PIGLETS-PERSONNEL/	06/23/2023	100.00	100.00	07/26/2023
3420	VISA	Admin 2963 06	ALBERTSONS-TOWN-WIDE SE	06/23/2023	45.02	45.02	07/26/2023
3420	VISA	Admin 2963 06	TETON COUNTY CLERK-PERS	06/23/2023	25.55	25.55	07/26/2023
3420	VISA	Admin 2963 06	SNAKE RIVER BREWING-PERS	06/23/2023	81.96	81.96	07/26/2023
3420	VISA	Admin 2963 06	INDEED-START	06/23/2023	165.33	165.33	07/26/2023
3420	VISA	Admin 2963 06	CREDIT -TOWN-WIDE SERVICE	06/23/2023	13.58-	13.58-	07/26/2023
3420	VISA	Admin 2963 06	SKINNY SKIS-PERSONNEL/TO	06/23/2023	75.00	75.00	07/26/2023
3420	VISA	Admin 9118 06/	HILTON-TOWN ATTORNEY	06/23/2023	840.72	840.72	07/26/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 9118 06/	EAST IDAHO ENDODONTICS-T	06/23/2023	410.00	410.00	07/26/2023
3420 VISA		Admin 9118 06/	HILTON-TOWN ATTORNEY	06/23/2023	672.35	672.35	07/26/2023
3420 VISA		Admin 9118 06/	WIFIONBOARD-TOWN ATTORN	06/23/2023	9.95	9.95	07/26/2023
3420 VISA		Admin 9118 06/	BIG D-TOWN ATTORNEY	06/23/2023	48.84	48.84	07/26/2023
3420 VISA		Animal 2344 06	TARGET-ANIMAL SHELTER/CON	06/23/2023	90.79	90.79	07/26/2023
3420 VISA		Animal 2344 06	AMAZON-ANIMAL SHELTER/CO	06/23/2023	75.92	75.92	07/26/2023
3420 VISA		Animal 2344 06	VET APPAREL-ANIMAL SHELTE	06/23/2023	229.95	229.95	07/26/2023
3420 VISA		Animal 2344 06	CHEWY-ANIMAL SHELTER/CON	06/23/2023	140.58	140.58	07/26/2023
3420 VISA		CD 1016 06/23	PERSEPHONE-COMMUNITY DE	06/23/2023	19.00	19.00	07/26/2023
3420 VISA		CD 1016 06/23	RACE FORWARD-COMMUNITY	06/23/2023	450.00	450.00	07/26/2023
3420 VISA		CD 1016 06/23	ALBERTSONS-COMMUNITY DE	06/23/2023	459.47	459.47	07/26/2023
3420 VISA		CD 1016 06/23	PAYPAL-COMMUNITY DEVELOP	06/23/2023	50.00	50.00	07/26/2023
3420 VISA		Council 6593 0	NATIONAL BUSINESS INST-TO	06/23/2023	389.00	389.00	07/26/2023
3420 VISA		Council 8581 0	JC JEWELERS-PERSONNEL/TO	06/23/2023	398.56	398.56	07/26/2023
3420 VISA		Council 8581 0	PEARL STREET BAGEL-PERSO	06/23/2023	30.00	30.00	07/26/2023
3420 VISA		Council 8581 0	MERRY PIGLETS-PERSONNEL/	06/23/2023	390.00	390.00	07/26/2023
3420 VISA		Finance 2179 0	LANIER PARKING-TOWN-WIDE	06/23/2023	11.00	11.00	07/26/2023
3420 VISA		Finance 2179 0	LANIER PARKING-TOWN-WIDE	06/23/2023	11.00	11.00	07/26/2023
3420 VISA		Finance 2179 0	LANIER PARKING-TOWN-WIDE	06/23/2023	5.00	5.00	07/26/2023
3420 VISA		Finance 2179 0	EXXON-TOWN-WIDE SERVICES	06/23/2023	34.40	34.40	07/26/2023
3420 VISA		Finance 2179 0	LANIER PARKING-TOWN-WIDE	06/23/2023	11.00	11.00	07/26/2023
3420 VISA		Finance 2179 0	AIRBNB-TOWN-WIDE SERVICE	06/23/2023	2,598.40	2,598.40	07/26/2023
3420 VISA		Finance 2179 0	SLC AIRPORT PARKING-TOWN-	06/23/2023	100.00	100.00	07/26/2023
3420 VISA		Finance 2179 0	SNEADS FEERY-TOWN-WIDE S	06/23/2023	55.60	55.60	07/26/2023
3420 VISA		Finance 2179 0	VET APPAREL-ANIMAL SHELTE	06/23/2023	237.95	237.95	07/26/2023
3420 VISA		Finance 2179 0	SNEADS FEERY-TOWN-WIDE S	06/23/2023	50.10	50.10	07/26/2023
3420 VISA		IT 6908 06/23/2	LENOVO-INFORMATION TECHN	06/23/2023	96.49	96.49	07/26/2023
3420 VISA		IT 6908 06/23/2	IPHONE PAYMENT-INFORMATIO	06/23/2023	69.50	69.50	07/26/2023
3420 VISA		IT 6908 06/23/2	DISH-TOWN-WIDE SERVICES	06/23/2023	139.73	139.73	07/26/2023
3420 VISA		IT 6908 06/23/2	GARMIN-INFORMATION TECHN	06/23/2023	64.95	64.95	07/26/2023
3420 VISA		IT 6908 06/23/2	ROLLING SQUARE-INFORMATI	06/23/2023	94.50	94.50	07/26/2023
3420 VISA		IT 6908 06/23/2	AMAZON-INFORMATION TECHN	06/23/2023	78.99	78.99	07/26/2023
3420 VISA		IT 6908 06/23/2	COMEXPOSIUM-INFORMATION	06/23/2023	995.00	995.00	07/26/2023
3420 VISA		IT 6908 06/23/2	QUICKBOOKS-INFORMATION T	06/23/2023	320.00	320.00	07/26/2023
3420 VISA		IT 6908 06/23/2	BLUEBEAM RECONCILIATION-I	06/23/2023	2,095.80-	2,095.80-	07/26/2023
3420 VISA		IT 6908 06/23/2	KICKSTART-INFORMATION TEC	06/23/2023	140.71	140.71	07/26/2023
3420 VISA		IT 6908 06/23/2	HERTZ-INFORMATION TECHNO	06/23/2023	881.65	881.65	07/26/2023
3420 VISA		IT 6908 06/23/2	IPHONE PAYMENT-INFORMATIO	06/23/2023	69.50	69.50	07/26/2023
3420 VISA		IT 6908 06/23/2	PORTLAND LABS-INFORMATIO	06/23/2023	90.00	90.00	07/26/2023
3420 VISA		P&B 6098 06/2	UNITED AIRLINES-PLANNING	06/23/2023	798.93	798.93	07/26/2023
3420 VISA		P&B 6098 06/2	ALAS-PLANNING	06/23/2023	295.00	295.00	07/26/2023
3420 VISA		P&B 6098 06/2	IMLA-PLANNING	06/23/2023	99.00	99.00	07/26/2023
3420 VISA		P&B 6098 06/2	ORBITZ-PLANNING	06/23/2023	70.63	70.63	07/26/2023
3420 VISA		P&B 6098 06/2	MAILCHIMP-COMMUNITY DEVE	06/23/2023	69.00	69.00	07/26/2023
3420 VISA		P&B 6098 06/2	CASPER STAR TRIBUNE-COMM	06/23/2023	19.99	19.99	07/26/2023
3420 VISA		P&B 6106 06/2	THE BISTRO-PLANNING	06/23/2023	141.72	141.72	07/26/2023
3420 VISA		P&B 6106 06/2	SMITHS-PERSONNEL/TOWN CL	06/23/2023	27.96	27.96	07/26/2023
3420 VISA		PD 0355 06/23/	COFFEE STUDIO-POLICE - PAT	06/23/2023	12.46	12.46	07/26/2023
3420 VISA		PD 0355 06/23/	UPS STORE-POLICE - INVESTI	06/23/2023	11.54	11.54	07/26/2023
3420 VISA		PD 0355 06/23/	MCDONALDS-POLICE - PATROL	06/23/2023	6.23	6.23	07/26/2023
3420 VISA		PD 0355 06/23/	BLADETRACH HOLSTER-POLIC	06/23/2023	279.92	279.92	07/26/2023
3420 VISA		PD 0355 06/23/	ALBERTSONS-POLICE - PATRO	06/23/2023	59.43	59.43	07/26/2023
3420 VISA		PD 0355 06/23/	CHEVRON-POLICE - PATROL	06/23/2023	53.39	53.39	07/26/2023
3420 VISA		PD 0355 06/23/	MIDWAY USA-POLICE - PATROL	06/23/2023	380.84	380.84	07/26/2023
3420 VISA		PD 0355 06/23/	TROPICAL SMOOTHIE-POLICE -	06/23/2023	11.44	11.44	07/26/2023
3420 VISA		PD 0355 06/23/	HYATT PLACE-POLICE - PATRO	06/23/2023	498.33	498.33	07/26/2023
3420 VISA		PD 0355 06/23/	TROPICAL SMOOTHIE-POLICE -	06/23/2023	13.55	13.55	07/26/2023
3420 VISA		PD 0355 06/23/	BLADETRACH HOLSTER-POLIC	06/23/2023	435.04	435.04	07/26/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 0355 06/23/	OASIS STOP-POLICE - PATROL	06/23/2023	30.53	30.53	07/26/2023
3420 VISA		PD 0355 06/23/	UPS STORE-POLICE - INVESTI	06/23/2023	15.43	15.43	07/26/2023
3420 VISA		PD 1064 06/23/	WRAP IT-POLICE - COMMUNITY	06/23/2023	16.50	16.50	07/26/2023
3420 VISA		PD 1064 06/23/	CREDIT-POLICE - PATROL	06/23/2023	46.00-	46.00-	07/26/2023
3420 VISA		PD 1064 06/23/	WRAP IT-POLICE - COMMUNITY	06/23/2023	10.46	10.46	07/26/2023
3420 VISA		PD 1064 06/23/	CREDIT-POLICE - PATROL	06/23/2023	92.00-	92.00-	07/26/2023
3420 VISA		PD 1064 06/23/	GUYS DELI-POLICE - COMMUNI	06/23/2023	19.02	19.02	07/26/2023
3420 VISA		PD 1064 06/23/	SUPER FOODS-POLICE - PATR	06/23/2023	62.43	62.43	07/26/2023
3420 VISA		PD 1064 06/23/	MARRIOTT-POLICE - COMMUNI	06/23/2023	1,032.50	1,032.50	07/26/2023
3420 VISA		PD 1064 06/23/	MAVERICK-POLICE - PATROL	06/23/2023	15.74	15.74	07/26/2023
3420 VISA		PD 1064 06/23/	STREET CAR GRILL-POLICE - C	06/23/2023	22.44	22.44	07/26/2023
3420 VISA		PD 1064 06/23/	GALLS-POLICE - PATROL	06/23/2023	76.77	76.77	07/26/2023
3420 VISA		PD 1064 06/23/	LULA SOUTHERN COOKHOUSE	06/23/2023	47.06	47.06	07/26/2023
3420 VISA		PD 1064 06/23/	LULA SOUTHERN COOKHOUSE	06/23/2023	47.06	47.06	07/26/2023
3420 VISA		PD 1064 06/23/	DELTA-POLICE - COMMUNITY S	06/23/2023	30.00	30.00	07/26/2023
3420 VISA		PD 1064 06/23/	ZTRIP-POLICE - COMMUNITY S	06/23/2023	55.00	55.00	07/26/2023
3420 VISA		PD 1064 06/23/	EXXON-POLICE - PATROL	06/23/2023	56.01	56.01	07/26/2023
3420 VISA		PD 1115 06/23/	BIG D-POLICE - PATROL	06/23/2023	8.87	8.87	07/26/2023
3420 VISA		PD 1115 06/23/	FAST LANE-POLICE - PATROL	06/23/2023	34.48	34.48	07/26/2023
3420 VISA		PD 1115 06/23/	HILTON HOTEL-POLICE - PATR	06/23/2023	646.65	646.65	07/26/2023
3420 VISA		PD 1115 06/23/	FAST LANE-POLICE - PATROL	06/23/2023	44.59	44.59	07/26/2023
3420 VISA		PD 1115 06/23/	CANVA-POLICE - ADMINISTRATI	06/23/2023	119.40	119.40	07/26/2023
3420 VISA		PD 1123 06/23/	FAST LANE-POLICE - PATROL	06/23/2023	6.08	6.08	07/26/2023
3420 VISA		PD 1123 06/23/	UPS STORE-POLICE SPECIAL	06/23/2023	298.51	298.51	07/26/2023
3420 VISA		PD 1123 06/23/	CITY BREW-POLICE - PATROL	06/23/2023	4.10	4.10	07/26/2023
3420 VISA		PD 1123 06/23/	SMITHS-POLICE SPECIAL OPE	06/23/2023	181.95	181.95	07/26/2023
3420 VISA		PD 1123 06/23/	KFC-POLICE - PATROL	06/23/2023	15.81	15.81	07/26/2023
3420 VISA		PD 1123 06/23/	INC 5.11-POLICE - PATROL	06/23/2023	86.92	86.92	07/26/2023
3420 VISA		PD 1123 06/23/	HOLIDAY INN-POLICE - PATROL	06/23/2023	335.82	335.82	07/26/2023
3420 VISA		PD 1123 06/23/	GLOCK PROFESSIONAL-POLIC	06/23/2023	250.00	250.00	07/26/2023
3420 VISA		PD 1123 06/23/	FAST LANE-POLICE - PATROL	06/23/2023	26.40	26.40	07/26/2023
3420 VISA		PD 1123 06/23/	HOLIDAY INN-POLICE - PATROL	06/23/2023	35.98-	35.98-	07/26/2023
3420 VISA		PD 1123 06/23/	CITY BREW-POLICE - PATROL	06/23/2023	3.69	3.69	07/26/2023
3420 VISA		PD 1123 06/23/	ACE HARDWARE-ANIMAL SHEL	06/23/2023	42.93	42.93	07/26/2023
3420 VISA		PD 1123 06/23/	TEXAS ROADHOUSE-POLICE -	06/23/2023	37.00	37.00	07/26/2023
3420 VISA		PD 1123 06/23/	GOOD TO GO-POLICE - PATROL	06/23/2023	49.82	49.82	07/26/2023
3420 VISA		PD 1123 06/23/	TARGET-POLICE SPECIAL OPE	06/23/2023	25.80	25.80	07/26/2023
3420 VISA		PD 1255 06/23/	HOLIDAY INN-POLICE - INVESTI	06/23/2023	332.22	332.22	07/26/2023
3420 VISA		PD 1255 06/23/	BREAD BOARD-POLICE - INVES	06/23/2023	13.93	13.93	07/26/2023
3420 VISA		PD 1255 06/23/	PEQUOT HOTEL-PERSONNEL/T	06/23/2023	222.28	222.28	07/26/2023
3420 VISA		PD 1255 06/23/	MAMAS KITCHEN-POLICE - INV	06/23/2023	11.70	11.70	07/26/2023
3420 VISA		PD 1255 06/23/	LOOKOUT TAVERN-PERSONNE	06/23/2023	42.37	42.37	07/26/2023
3420 VISA		PD 1255 06/23/	MAVERICK-POLICE - INVESTIG	06/23/2023	68.17	68.17	07/26/2023
3420 VISA		PD 1255 06/23/	HOLIDAY INN-POLICE - PATROL	06/23/2023	341.80	341.80	07/26/2023
3420 VISA		PD 1255 06/23/	EMBASSY SUITES-PERSONNEL	06/23/2023	327.24	327.24	07/26/2023
3420 VISA		PD 1255 06/23/	QDOBA-POLICE - INVESTIGATI	06/23/2023	16.22	16.22	07/26/2023
3420 VISA		PD 1255 06/23/	SIDEWINDERS-PERSONNEL/TO	06/23/2023	62.17	62.17	07/26/2023
3420 VISA		PD 1255 06/23/	MAMAS KITCHEN-POLICE - INV	06/23/2023	15.02	15.02	07/26/2023
3420 VISA		PD 1255 06/23/	BIG D-POLICE - PATROL	06/23/2023	36.68	36.68	07/26/2023
3420 VISA		PD 1255 06/23/	HAMPTON INN-PERSONNEL/TO	06/23/2023	231.94	231.94	07/26/2023
3420 VISA		PD 1255 06/23/	STAPLES-POLICE - PATROL	06/23/2023	266.35	266.35	07/26/2023
3420 VISA		PD 1255 06/23/	BLAUER MANUFACTURING-PO	06/23/2023	149.97	149.97	07/26/2023
3420 VISA		PD 1255 06/23/	COWFISH LANDER-POLICE - IN	06/23/2023	26.62	26.62	07/26/2023
3420 VISA		PD 1255 06/23/	VARIDSK-POLICE - PATROL	06/23/2023	405.45	405.45	07/26/2023
3420 VISA		PD 1255 06/23/	TGI FRIDAYS-PERSONNEL/TO	06/23/2023	24.62	24.62	07/26/2023
3420 VISA		PD 1255 06/23/	BREAD BOARD-POLICE - INVES	06/23/2023	18.58	18.58	07/26/2023
3420 VISA		PD 6825 06/23/	JIMMY JOHNS-POLICE - INVEST	06/23/2023	12.90	12.90	07/26/2023
3420 VISA		PD 6825 06/23/	BLASTERS TOOL AND SUPPLY-	06/23/2023	222.89	222.89	07/26/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 6825 06/23/	QDOBA-POLICE - PATROL	06/23/2023	14.61	14.61	07/26/2023
3420 VISA		PD 6825 06/23/	NORTH GET N GO-POLICE - INV	06/23/2023	31.65	31.65	07/26/2023
3420 VISA		PD 6825 06/23/	MAPLES LEAF ROPES-POLICE	06/23/2023	435.80	435.80	07/26/2023
3420 VISA		PD 6825 06/23/	STINKER-POLICE - PATROL	06/23/2023	42.97	42.97	07/26/2023
3420 VISA		PD 6825 06/23/	JIMMY JOHNS-POLICE - INVEST	06/23/2023	10.26	10.26	07/26/2023
3420 VISA		PD 6825 06/23/	MAVERICK-POLICE SPECIAL O	06/23/2023	30.37	30.37	07/26/2023
3420 VISA		PD 6825 06/23/	RIB AND CHOPHOUSE-POLICE	06/23/2023	24.03	24.03	07/26/2023
3420 VISA		PD 6825 06/23/	FUZZY'S TACO SHOP-POLICE S	06/23/2023	22.83	22.83	07/26/2023
3420 VISA		PD 6825 06/23/	ALBERTSONS-POLICE - ADMINI	06/23/2023	29.98	29.98	07/26/2023
3420 VISA		PD 6825 06/23/	INN AT LANDER-POLICE - ADMI	06/23/2023	196.00	196.00	07/26/2023
3420 VISA		PW 4142 06/23	STAPLES-PUBLIC WORKS	06/23/2023	36.56	36.56	07/26/2023
3420 VISA		PW 4142 06/23	CUTTY'S-WATER DEPARTMENT	06/23/2023	172.57	172.57	07/26/2023
3420 VISA		PW 4142 06/23	BOBCAT-FLEET SHOP	06/23/2023	404.38	404.38	07/26/2023
3420 VISA		PW 4704 06/23	AMAZON-SEWER DEPARTMEN	06/23/2023	23.99	23.99	07/26/2023
3420 VISA		PW 4704 06/23	AMAZON-PUBLIC WORKS	06/23/2023	16.66	16.66	07/26/2023
3420 VISA		PW 4704 06/23	AMAZON-FLEET SHOP	06/23/2023	60.41	60.41	07/26/2023
3420 VISA		PW 4704 06/23	AMAZON-FLEET SHOP	06/23/2023	173.36	173.36	07/26/2023
3420 VISA		PW 4704 06/23	SUPPLYHOUSE-TOWN HALL BU	06/23/2023	96.77	96.77	07/26/2023
3420 VISA		PW 4704 06/23	SUNCO LIGHTING-TOWN HALL	06/23/2023	119.50	119.50	07/26/2023
3420 VISA		PW 4704 06/23	SUPPLYHOUSE-TOWN HALL BU	06/23/2023	6.33	6.33	07/26/2023
3420 VISA		PW 4704 06/23	SUPPLYHOUSE-PUBLIC AMENI	06/23/2023	15.15	15.15	07/26/2023
3420 VISA		PW 4704 06/23	REI-FLEET SHOP	06/23/2023	72.07	72.07	07/26/2023
3420 VISA		PW 4704 06/23	AMERICAN WATERWORKS-TO	06/23/2023	365.00	365.00	07/26/2023
3420 VISA		START 1214 0	LOOKOUT MTN LOGO-START	06/23/2023	472.74	472.74	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	448.91	448.91	07/26/2023
3420 VISA		START 1214 0	ALBERTSONS-START	06/23/2023	200.24	200.24	07/26/2023
3420 VISA		START 1214 0	4IMPRINT-START	06/23/2023	2,148.17	2,148.17	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	71.01	71.01	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	19.72	19.72	07/26/2023
3420 VISA		START 1214 0	DOLLAR TREE-START	06/23/2023	6.63	6.63	07/26/2023
3420 VISA		START 1214 0	SAFETYVIDEO-START	06/23/2023	241.00	241.00	07/26/2023
3420 VISA		START 1214 0	SIDEWINDERS-START	06/23/2023	156.44	156.44	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	140.52	140.52	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	227.94	227.94	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	39.43	39.43	07/26/2023
3420 VISA		START 1214 0	SUBURBAN PROPANE-START	06/23/2023	14.54	14.54	07/26/2023
3420 VISA		START 1214 0	SMITH SYSTEM-START	06/23/2023	345.72	345.72	07/26/2023
3420 VISA		START 1214 0	STAPLES-START	06/23/2023	18.80	18.80	07/26/2023
3420 VISA		START 1214 0	DOLLAR TREE-START	06/23/2023	1.33	1.33	07/26/2023
3420 VISA		START 4100 0	PP START-START	06/23/2023	3.00	3.00	07/26/2023
3420 VISA		START 4100 0	STAPLES-START	06/23/2023	159.71	159.71	07/26/2023
3420 VISA		START 4100 0	PP START-START	06/23/2023	1.00	1.00	07/26/2023
3420 VISA		START 4100 0	TARGET-START	06/23/2023	18.38	18.38	07/26/2023
3420 VISA		START 4100 0	TARGET-START	06/23/2023	.20-	.20-	07/26/2023
3420 VISA		START 4100 0	STAPLES-START	06/23/2023	469.52	469.52	07/26/2023
3420 VISA		START 4100 0	ULINE-START	06/23/2023	2,377.54	2,377.54	07/26/2023
3420 VISA		START 4100 0	DOLLAR TREE-START	06/23/2023	122.87	122.87	07/26/2023
3420 VISA		START 4100 0	STAPLES-START	06/23/2023	60.73	60.73	07/26/2023
3420 VISA		Victim 9126 06/	WYOMING INN-VICTIM SERVIC	06/23/2023	165.09	165.09	07/26/2023
3420 VISA		Victim 9126 06/	WYOMING INN-VICTIM SERVIC	06/23/2023	176.97	176.97	07/26/2023
3420 VISA		Victim 9126 06/	AMAZON-VICTIM SERVICES	06/23/2023	35.65	35.65	07/26/2023
3420 VISA		Victim 9126 06/	STAPLES-VICTIM SERVICES	06/23/2023	303.77	303.77	07/26/2023
3420 VISA		Victim 9126 06/	AMAZON-VICTIM SERVICES	06/23/2023	101.36	101.36	07/26/2023
Total 3420:					32,054.67	32,054.67	
517 WAM		17563	2024 MEMBERSHIP DUES	07/03/2023	12,939.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 517:					12,939.00	.00	
6226	WEST COAST CODE CONSULT	UT23-579-006	JUNE PLAN REVIEWS	07/05/2023	1,010.00	.00	
Total 6226:					1,010.00	.00	
1640	WESTERN STATE	IN002451294	DOOR AS REAR	07/06/2023	2,555.64	.00	
1640	WESTERN STATE	IN002457213	PARTS	07/12/2023	1,488.73	.00	
1640	WESTERN STATE	IN002465889	GASKET	07/19/2023	33.68	.00	
Total 1640:					4,078.05	.00	
472	WHITE GLOVE CLEANING, INC.	8943	CLEANING	06/30/2023	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	8943	CLEANING	06/30/2023	1,202.00	.00	
472	WHITE GLOVE CLEANING, INC.	8943	CLEANING	06/30/2023	1,590.00	.00	
472	WHITE GLOVE CLEANING, INC.	8998	TOWELS	06/30/2023	383.25	.00	
Total 472:					3,431.38	.00	
5489	WRENCH IT PLUMBING & HEATI	10738	DELONEY RESTROOMS	07/10/2023	1,488.06	.00	
Total 5489:					1,488.06	.00	
6704	WSP USA ENVIRONMENT & INF	S67132359	STORMWATER MANAGEMENT	07/19/2023	25,536.70	.00	
Total 6704:					25,536.70	.00	
3619	WY CHILD SUPPORT ENFORCE	07252023	case#223669	07/25/2023	46.15	46.15	07/25/2023
3619	WY CHILD SUPPORT ENFORCE	07252023	case#223670	07/25/2023	46.15	46.15	07/25/2023
3619	WY CHILD SUPPORT ENFORCE	07252023	case#244124	07/25/2023	34.61	34.61	07/25/2023
Total 3619:					126.91	126.91	
504	WYDOT	052223B	plate transfer	05/22/2023	2.00	2.00	07/26/2023
Total 504:					2.00	2.00	
6733	Wyoming Business Alliance	INV3867	MEMBERSHIP	07/01/2023	400.00	.00	
Total 6733:					400.00	.00	
4198	WYOMING FIRST AID & SAFETY	8000401	SUPPLIES FOR OFFICE FIRST	07/24/2023	92.09	.00	
Total 4198:					92.09	.00	
7065	WYOMING LAW ENFORCEMEN	C-12078	GLOCK ARMOR JUNE	07/18/2023	62.00	.00	
Total 7065:					62.00	.00	
2842	YELLOW IRON EXCAVATION, LL	85036	6905 w 22 TRASH REMOVAL	06/30/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	85318	915 SIMON LANE	06/30/2023	40.00	.00	
Total 2842:					90.00	.00	
Grand Totals:					7,295,078.62	2,195,261.97	

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:	August 7, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-120 TEMPORARY SIGN PERMIT PCJH Rummage Sale	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Presbyterian Church of Jackson Hole has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the PCJH Rummage Sale (see attached for 9' x 3' vinyl).

- 105 Buffalo Way, Albertsons:
 - August 12-19, 2023

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

- 105 Buffalo Way, Albertsons:
 - August 12-19, 2023

Background.

NA

Analysis & Key Policy Questions.

NA

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

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** temporary banner application (P23-120) for The Presbyterian Church of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated August 7, 2023.



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: PCSH Rummage Sale Physical Address of Event: 1251 S. Park Loop Road
Description of Event: Annual rummage sale of a wide variety of donated items (includes
Grand Opening ☐ Yes ☒ No ✓ clothing, furniture, kids items and much more).
Open to the community.

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 7530 Jackson, WY 83002 Phone: 307-734-0388
E-mail: office @ pcsh.org ZIP: 83002
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Presbyterian Church of JtH</u>	Business/Description: <u>Albertsons</u>
Physical Address: <u>1251 South Park Loop Rd</u>	Physical Address: <u>105 Buffalo Way</u>
Dates of Display: <u>8/12 - 8/19/23</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

Nothing particular needed to Note

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.

Brian Bultema
Signature of Authorized Event Applicant
Brian Bultema
Applicant Name Printed

7/6/23
Date
Church Administrator
Title

JACKSON HOLE'S
**LARGEST
RUMMAGE SALE**

*All proceeds go back
to the community!*

AUG. 13, 2022 / 8:00AM-1:00PM

**SATURDAY AT THE
PRESBYTERIAN CHURCH
OF JACKSON HOLE**

STAFF REPORT



Meeting Date:	August 7, 2023	Meeting Title:	Council Regular Meeting-Consent
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-124 TEMPORARY SIGN PERMIT Gateway Church - Crossroads	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Gateway Church of Jackson Hole has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the Crossroads event (see attached for 10' x 12' vinyl scrim).

- 105 Buffalo Way, Albertsons:
 - August 8-12, 2023

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 location:
 - 105 Buffalo Way, Albertsons:
 - August 8-12, 2023

Background.

NA

Analysis & Key Policy Questions.

NA

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

NA

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** temporary banner application (P23-124) for The Gateway Church of Jackson Hole including the three conditions of approval recommended by the Planning Director in this staff report dated August 7, 2023.



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: Crossroads Physical Address of Event: 3205 W Big Trail Dr
Description of Event: Free event for all students grades six to twelve. There will be food, live music, s'mores, games, and great speakers!
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: 3205 W Big Trail Dr Phone: 406-970-3453
E-mail: Jackson, WY ZIP: 83001
dustin.sandbak@gatewaystaff.com Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's Grocery Store</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson, WY 83001</u>	Physical Address: _____
Dates of Display: <u>8/8-8/12</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Dustin Sandbak

Applicant Name Printed

7/10/23

Date

Associate Pastor

Title



CROSSROADS

GATEWAY STUDENTS



© GWSTUDENTSJAC



From: [Dustin Sandbak](#)
To: [Annette Langley](#)
Subject: Temporary Sign Application
Date: Monday, July 3, 2023 3:10:45 PM
Attachments: [Temporary-Sign-Permit-PDF 823.pdf](#)
[Temporary-Sign-Permit-PDF 823.pdf](#)



Dear Planning & Building Department,

Here is my application for a temporary sign permit to be hung up at Albertsons here in Jackson. The banner will be 10' W X 12' L, black and white in color, and made of vinyl scrim. The dates will be added with stickers near the bottom of the banner reading "AUG 11" and "AUG 12". Let me know if there's anything else you need. Thanks for your time and consideration.

Sincerely
Dustin Sandbak

Dustin Sandbak

Students Ministry Lead (JAC)
307.248.9513

—
3205 W Big Trails Dr
Jackson, WY 83001



STAFF REPORT



Meeting Date:	August 7, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Application for Resort Liquor License CCCs PBI LLC at 380 W. Broadway Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider an application for a resort liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Morton Levinson opens the public hearing.
2. Mayor Morton Levinson asks for the staff presentation on the application.
3. Mayor Morton Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Morton Levinson closes the public hearing.

Requested Action.

Staff requests Council consider statutory findings for approving the application for a new resort liquor license.

Recommendations.

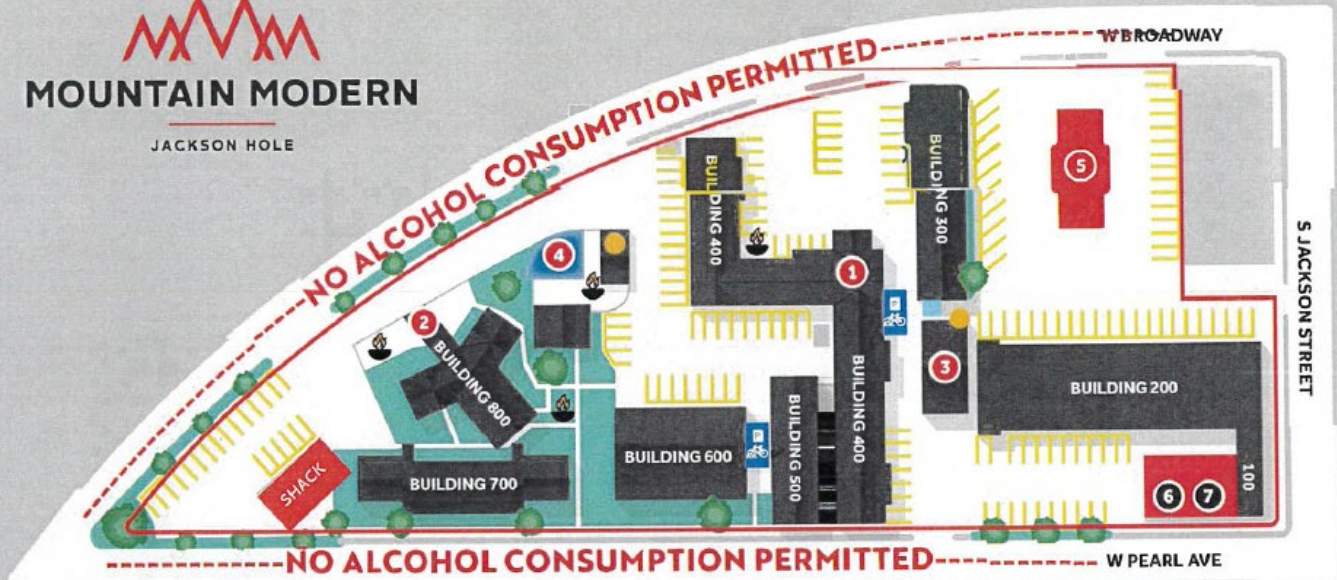
Staff makes no recommendation on this application.

Background.

On June 7, 2023 the applicant filed an application for a new resort liquor license with the Town Clerk's office. The property is located at 380 W. Broadway Avenue. The applicant is currently working on installing a new sprinkler system in Bapp, which will then allow the space to accommodate a 100-person occupancy, satisfying the conference facility requirement for resort licenses. If Council approves the application, the license would not be issued until all permits and approvals have been received. Alcohol would be dispensed at both the Bapp and Triple M locations. Although Big Hole BBQ is part of the contiguous resort, it is owned by a separate entity and would continue to operate under its current Restaurant liquor license. The site map and vicinity map below details the buildings and spaces that are included in the Resort site.

Site Plan

MOUNTAIN MODERN
 JACKSON HOLE



POOL HOURS • 9AM - 10PM

MAP KEY

- 1 LOBBY
- 2 **TRIPLE M** SECONDARY DISPENSARY
- 3 INDOOR POOL & HOT TUB
- 4 OUTDOOR POOL & HOT TUB

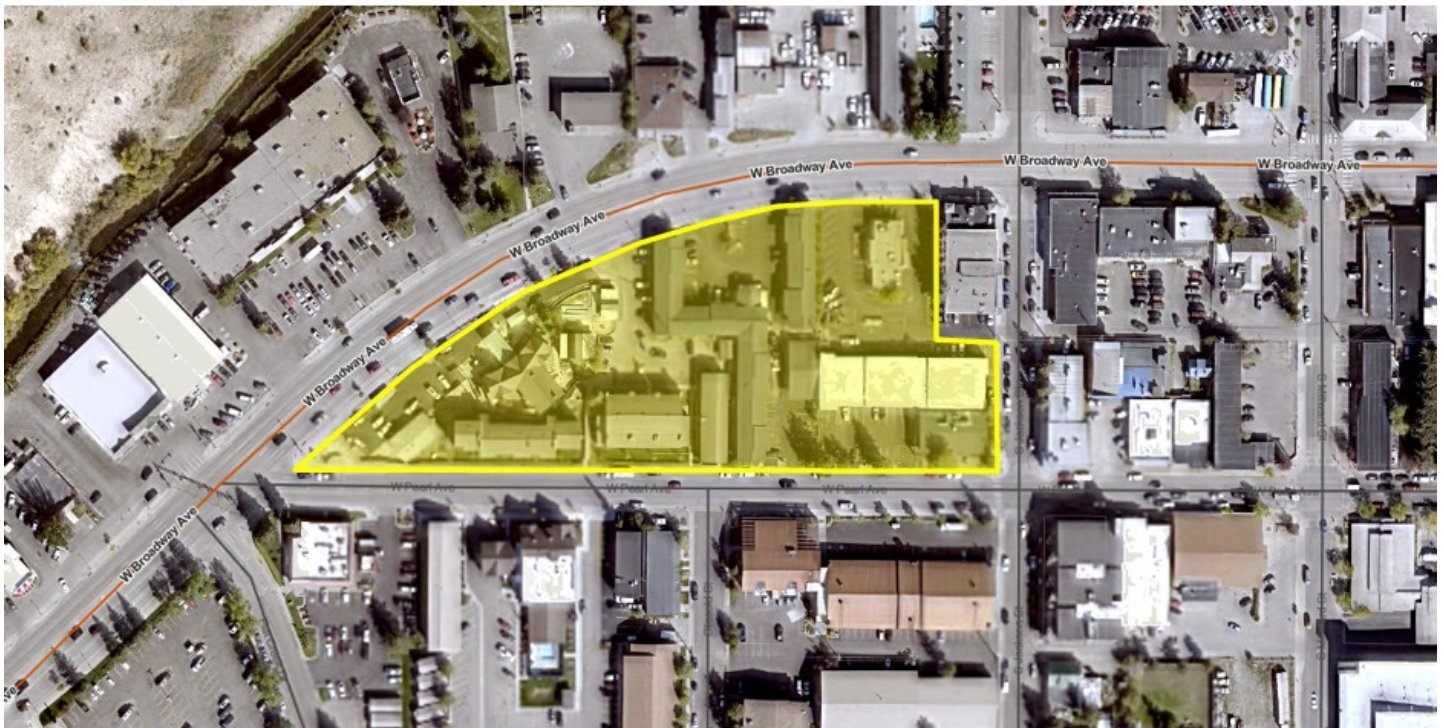
- 5 BAPP KOREAN RESTAURANT PRIMARY DISPENSARY
- 6 BELEZA SALON
- 7 BIG HOLE BBQ
-  FIRE PIT

 BIKE PARKING

 BIKE MAINTENANCE STATION

 LAUNDRY

ALCOHOL PERMITTED WITHIN RED PERIMETER



All relevant Town departments have completed a review of the application. The Wyoming Liquor Division has also reviewed the application and certified it as complete.

Analysis & Key Policy Questions.

Key Policy Question #1: Is the Council able to make the findings required in Wyoming Statutes (W.S.) § 12-4-104 (b) regarding the issuance of a liquor license?

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

If the answer is yes, the Town Council can proceed with consideration of the application. If the answer is no, the application would not proceed further. There are currently 6 existing resort liquor licenses in the Town of Jackson and they are:

- 1. Benchmark Hospitality of Wyoming LLC dba Snow King Resort, located at 400 E. Snow King
- 2. ACP LJH 80 Scott Holdings LLC dba The Lodge at Jackson Hole, located at 80 Scott Lane
- 3. CCC's Center Street LLC dba The Cloudveil, located at 112 Center St.
- 4. Johnson Resort Properties dba Rustic Inn, located at 425 N. Cache
- 5. Snow King Mountain Resort LLC dba Kings Grill, located at 402 E. Snow King
- 6. Virginian Liquor LLC dba Virginian Lodge & RV Park, located at 750 W. Broadway

Key Policy Question #2: Does the applicant meet the required qualifications for a resort liquor license?

In addition to the findings above, Wyoming Statutes clearly outline the qualifications for a resort liquor license in 12-4-401:

- (i) Have an actual valuation of not less than one million dollars, excluding the value of the land;
- (ii) Include a restaurant;
- (iii) Include a convention facility, which shall seat no less than one hundred (100) persons; and
- (iv) Either Include a minimum of one hundred (100) sleeping rooms,
- (iv) Or be a ski resort facility open to the general public in which the applicant shall have committed or expended on the facility not less than ten million dollars.

CCC's PBI LLC satisfies each of these requirements, with Bapp serving as both its restaurant and convention facility. Mountain Modern has 194 motel rooms available.

Wyoming Statutes also state

§ 12-4-404. Sale of beverages for off-premises consumption prohibited.

Resort liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee, except pursuant to a catering permit.

Possible Alternatives.

- 1. Deny the application.
- 2. Continue the hearing to an upcoming meeting.

Comprehensive Plan & Priority Alignment.

The decisions related to renewal or non-renewal correlate to the health, safety, and welfare of the community as discussed in Section 8. The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

Fiscal Impact.

If Council approves the application, the prorated license fee of \$1939.73 will be deposited into the Town's General Fund. The resort's alcohol sales will also generate an undetermined amount of sales tax revenue.

Staff Impact.

Staff spent approximately 5 hours reviewing the application and working with the Wyoming Liquor Division and applicant on needed corrections. The Police, Planning/Building, Legal, Fire, and Administrative Departments also spent time reviewing the application.

Attachments or Links.

Application.

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

Having considered the Wyo. Stat. §12-4-104(b) statutory factors for this application, I move to approve the issuance of a resort liquor license to CCC's PBI LLC dba Mountain Modern Motel for the license year ending March 31, 2024, subject to the following conditions,:

- 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) The Triple M shall serve food and/or drink only to Mountain Modern guests. If the Triple M desires to serve food and/or alcohol to the general public, then it shall first receive approval of a Basic Use Permit from the Town.
- 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- 4) Prior to issuance, the Town Clerk shall confirm that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-04-103(a)(iv).

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees	Annual Fee:	\$ 3000.00	Local License #:	
	Prorated Fee:	\$ 1939.73	Date filed with clerk:	6 / 7 / 23
	Transfer Fee:	\$	Advertising Dates: (2 Weeks)	7/26/23 & 8/2/23
	Publishing Fee:	\$ 100.00	Hearing Date:	8 / 7 / 23
Publishing Fee Direct Billed to Applicant: ☐				
License Term:	8 / 8 / 23	Through	3 / 31 / 24	
	Month Day Year		Month Day Year	

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

Applicant: CCC's PBI LLC			
Trade/Business Name (dba): Mountain Modern Motel			
Building to be licensed/Building Address: 380 W Broadway Ave			
Jackson		Wyoming	83001 Teton
City		State	Zip County
Local Mailing Address: PO BOX 2547			
Jackson, WY 83001		or P.O. Box	
City		State	Zip
Local Business Telephone Number: (307) 733-4340		Fax Number: (307) 414-1695	
Business E-Mail Address: bgrosbety@yarrowgroup.com			

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY
☐ ON-PREMISE ONLY (BAR)	☒ RESORT LIQUOR LICENSE	☐ WINERY
☐ OFF-PREMISE ONLY (PACKAGE STORE)	☐ BAR AND GRILL	☐ DISTILLERY SATELLITE
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	LIMITED RETAIL (CLUB)	☐ WINERY SATELLITE
	☐ VETERANS CLUB	☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL DESIGNATIONS

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

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from January to December
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Monday to Sunday
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 7am to 10pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)
- (a) **OWN** the licensed building? ☒ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☒ YES ☐ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within: _____
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____
5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**
- Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO
6. **RESORT LICENSE:**
- Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☒ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☒ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☒ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☒ YES ☐ NO
7. **MICROBREWERY LICENSE:**
- (a) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)
8. **LIMITED RETAIL (CLUB) LICENSE:**
- FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

9. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS W.S. 12-1-101(a)(ii)(D)/W.S. 12-4-301(e):**

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

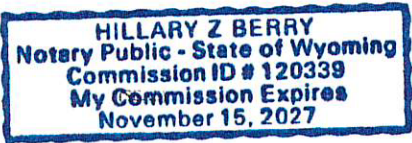
*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

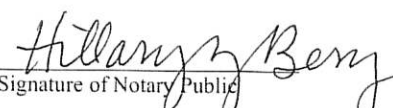
STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this Monday day of October 17, 2022 that the facts alleged in the foregoing instrument are true by the following:

1) 	James D Walter	President
(Signature)	(Printed Name)	Title
2) _____	_____	_____
(Signature)	(Printed Name)	Title
3) _____	_____	_____
(Signature)	(Printed Name)	Title
4) _____	_____	_____
(Signature)	(Printed Name)	Title
5) _____	_____	_____
(Signature)	(Printed Name)	Title
6) _____	_____	_____
(Signature)	(Printed Name)	Title

Witness my hand and official seal:




Signature of Notary Public

My commission expires: Nov 15 2027

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

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name:

June

First Name

David

Full Middle Name

W. Hu

Last Name

Driver License: State / Number

☒ Male or Female
Circle one

Oct 19, 2022

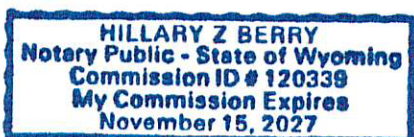
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this wednesday¹⁹ day of October, 2022.

(SEAL)



Hillary Z Berry
Notary Public or officer authorized to administer oaths

Rev 4/20



Post Office Box 1600
San Antonio, Texas 78298-1600

October 4, 2022

Town of Jackson
150 E. Pearl Avenue
P.O. Box 1687
Jackson, Wyoming 83001

Re: The Mountain Modern Motel Liquor License Application

To Whom It May Concern:

It is the understanding of Frost Bank that our good client, CCC's PBI, LLC, has applied for a liquor license with the Town of Jackson for their hotel property, The Mountain Modern Motel.

Please be advised that Frost Bank has a long-standing relationship with the applicant, CCC's PBI, LLC, and that they maintain an active account and remain in good standing. All activities of CCC's PBI, LLC have been handled professionally.

Sincerely yours,

David J. Palans
Executive Vice President

RESTAURANT LEASE
340 West Broadway Avenue
Jackson, Wyoming 83001

This Lease (the "Lease") is made as of August 31, 2018, between CCC'S 340, LLC, a Wyoming limited liability company (the "Landlord") and Kim's Corner (the "Tenant").

The following schedule (the "Schedule") is an integral part of this Lease and is incorporated into the body of the Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

1. **Building:** the building located at 340 West Broadway Avenue, Jackson, Wyoming.
2. **Premises:** the real property and Building located at 340 West Broadway Avenue, Jackson, Wyoming.
3. **Security Deposit:** \$13,650.00, to be paid upon execution of the Lease in accordance with **Section 18** below.
4. **Commencement Date:** October 1, 2018.
5. **Rent Commencement Date:** December 1, 2018.
6. **Term:** October 1, 2018 to September 30, 2023 (the "Initial Term").
7. **[Guarantor: Matthew Degman, who have each entered into the Guaranty attached as Exhibit A.]**
8. **Base Rent:**

Period	Monthly Base Rent	Annual Base Rent
October 1, 2018 – November 30, 2018		
December 1, 2018 – March 31, 2019		
April 1, 2019 – March 31, 2020		
April 1, 2020 – March 31, 2021		
April 1, 2021 – March 31, 2022		
April 1, 2022 – March 31, 2023		
April 1, 2022 – September 30, 2023		
Option Term – Year One • October 1, 2023 – March 31, 2024 • April 1, 2024 – September 30, 2024		
Option Term – Year Two • October 1, 2024 – March 31, 2025 • April 1, 2025 – September 30, 2025		
Option Term – Year Three • October 1, 2025 – March 31, 2026 • April 1, 2026 – September 30, 2026		
Option Term – Year Four • October 1, 2026 – March 31, 2027 • April 1, 2027 – September 30, 2027		
Option Term – Year Five • October 1, 2027 – March 31, 2028 • April 1, 2028 – September 30, 2028		

10. **Options:** One (1) Option Term of five (5) Lease Years as defined in **Section 27.1** below. Base Rent for the Option Term is as set forth above.

13. **Early Access.** Notwithstanding the stated Commencement Date, Landlord has agreed that Tenant may have access to, and take possession of, the Premises prior to the Commencement Date, on the date that this Lease is executed and delivered ("Early Access Date"). From and after the Early Access Date, Tenant shall comply with all of the terms and provisions of this Lease, except the obligation to pay Base Rent and Operating Costs. Prior to the Early Access Date, Tenant shall deliver to Landlord evidence (in form and substance reasonably acceptable to Landlord) that Tenant is in compliance with the insurance requirements of **Section 8.3** of this Lease.

14. **Inspection.** Tenant has been given the opportunity to inspect the Premises and all furniture, fixtures, equipment and improvements prior to execution of this Lease. Tenant shall immediately disclose to Landlord any material defects discovered during such inspection. Tenant hereby acknowledges and agrees that it is accepting the Premises, including all furniture, fixtures, equipment and improvements, in as-is condition, subject to any and all faults and defects, as more particularly set forth in Section 3.1 below. Tenant further acknowledges that it is entering into this Lease without any expectation or commitment on the part of Landlord to build-out or otherwise improve the Premises or any of the furniture, fixtures, equipment or improvements.

LEASE AGREEMENT

1. **LEASE AGREEMENT.** On and subject to the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the last day of the Term, as may be extended for Option Term pursuant to this Lease, unless extended or sooner terminated pursuant to this Lease.

2. RENT.

2.1 Tenant shall pay the following Rent to Landlord at the address of the Landlord set forth in Section 20.

(a) **Base Rent.** Tenant shall pay Base Rent in monthly installments in advance on or before the first day of each month of the Term in the amount set forth on the Schedule.

(b) **Operating Costs.** Tenant shall pay all Operating Costs (as defined in Section 2.2) in relation to the Premises. Landlord may require Tenant to pay such Operating Costs as of the first of each month of the Term in 1/12 estimated amounts of the Operating Costs based on the prior year's Operating Costs or upon newly obtained information (such as revised tax amounts) payable in any 12 month period, as may be re-estimated by Landlord from time to time, or Landlord may require Tenant to pay Operating Costs as and when submitted to Tenant and prior to the due date thereof of any such amounts (or within 5 business days of presentation from Landlord, whichever is later), in Landlord's discretion. In the event that Landlord requires Tenant to pay estimated Operating Costs, Landlord shall within 120 days of a calendar year end, or as soon as is practicable thereafter, provide Tenant with a statement of adjustments for the prior calendar year based on actual amounts incurred, and, as applicable, Tenant shall pay or Landlord shall credit against Rent (or refund if the Term has expired) any amount due within 5 days of the statement.

(c) **Additional Rent.** Tenant shall pay as rent ("Additional Rent") all costs, expenses, liabilities, and amounts which Tenant is required to pay under this Lease, excluding Base Rent and Operating Costs, but including any interest for late payment of any item of Rent. The term "Rent" as used in this Lease means Base Rent, Operating Costs and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind.

2.2 Definitions.

(a) **Included Operating Costs.** "Operating Costs" means any expenses, costs and disbursements, paid or incurred by Landlord in connection with the management (so long as all such Operating Costs attributable to "management" do not exceed 3% of gross Rent (a "Management Fee")), maintenance, operation, Landlord's liability insurance in relation to the Premises, reasonably necessary repair and other related activities in connection with any part of the Premises and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including the cost of providing those services required to be furnished by Landlord under this Lease. Operating Costs includes the costs of any capital improvements which are intended and reasonably necessary to reduce Operating Costs or improve safety, and those made to keep the Building in compliance with governmental requirements applicable from time to time (collectively, "Included Capital Items"); provided, that the costs of any Included Capital Item shall be amortized by Landlord over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term. Taxes (defined below) shall be Operating Costs.

(b) **Excluded Operating Costs.** Operating Costs shall not include:

- i. costs of alterations of tenant premises that are the obligation of the Landlord;
- ii. costs of capital improvements other than Included Capital Items;

- iii. interest and principal payments on mortgages or any other debt costs, or rental payments on any ground lease of the Building;
- iv. real estate brokers' leasing commissions;
- v. legal fees, space planner fees and advertising expenses incurred with regard to leasing the Building or portions thereof;
- vi. any cost or expenditure for which Landlord is reimbursed, by insurance proceeds or otherwise, as Operating Costs paid by Tenant;
- vii. depreciation (except on any Included Capital Items);
- viii. legal and auditing fees which are for the benefit of Landlord such as collecting delinquent rents, preparing tax returns and other financial statements, and audits other than those incurred in connection with the preparation of reports required pursuant to Section 2.1 above;
- ix. the wages of any employee for services not related directly to the management, maintenance, operation and repair of the Building; and
- x. fines, penalties and interest, except to the extent caused by Tenant.

(c) **Taxes.** "Taxes" means any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Premises by any governmental authority, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the Premises or of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith. Taxes shall include real estate taxes, personal property taxes, special or general assessments, transit taxes, and ad valorem taxes. Taxes shall also include all fees and other costs and expenses paid by Landlord in seeking a refund or reduction of any Taxes, to the extent of Landlord's successful tax savings. Any refund or other adjustment to any Taxes by the taxing authority, shall apply during the year in which the adjustment is made. Taxes shall not include any net income capital, stock, succession, transfer, franchise, license tax payable to the Wyoming Secretary of State, gift, estate or inheritance tax, except to the extent that such tax shall be imposed in lieu of any portion of Taxes.

(d) **Lease Year.** "Lease Year" means each consecutive twelve-month period beginning with the Commencement Date, except that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall be the period from the Commencement Date through the final day of the twelve months after the first day of the following month, and each subsequent Lease Year shall be the twelve months following the prior Lease Year.

2.3 Computation of Base Rent and Rent Adjustments.

(a) **Prorations.** If this Lease begins on a day other than the first day of a month, the Base Rent and Operating Costs shall be prorated for such partial month based on the actual number of days in such month. If this Lease begins on a day other than the first day, or ends on a day other than the last day, of the fiscal year, Operating Costs shall be prorated for the applicable fiscal year.

(b) **Default Interest.** Any sum due from Tenant to Landlord, which is not paid by the fifth (5th) business day after notice from Landlord, shall bear interest from the date due until paid at Wall Street Journal "prime" rate plus 4% per annum. In addition to such interest Rent or other amounts owed by Tenant, which is not paid by the fifth (5th) business day after notice from Landlord, shall be subject to a late charge of 3% of the amount due. Tenant acknowledges that late payments will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be impossible or extremely difficult to ascertain. Those costs include processing and accounting charges, interest and late charges imposed by mortgagees, and other general and administrative expenses. Tenant agrees that the late charges and interest contemplated by this Section represent a fair and reasonable estimate of the costs which Landlord will incur as a result of any such late payments by Tenant.

(c) **Books and Records.** Landlord shall maintain books and records reflecting the Operating Costs in accordance with sound accounting and management practices. No more than once in any 12 calendar months, Tenant and its agent or certified public accountant shall have the right to inspect Landlord's records at Landlord's office upon at least 10 business days' prior notice and during normal business hours. The results of any such inspection shall be kept strictly confidential by Tenant and its agents. Unless Tenant sends to Landlord any written exception to such report within 90 days of receiving an annual statement of adjustments pursuant to Section 2.1(b), such report shall be deemed final and accepted by Tenant. Tenant shall pay the cost of such audit unless Landlord's original determination of annual Operating Costs are overstated the amounts thereof by more than the greater of \$2,000 or five percent (5%), in which case, Landlord shall reimburse Tenant for the reasonable out of pocket costs of Tenant. No auditors or agents of Tenant employed to review Landlord's records shall be paid on a contingent basis, and shall only be paid on an hourly basis.

(d) **Miscellaneous.** So long as Tenant is in default of any obligation under this Lease, Tenant shall not be entitled to any refund of any amount from Landlord and such amounts shall be credited to the amount due from Tenant. If this Lease is terminated for any reason prior to the annual determination of Operating Costs, either party shall pay the full amount due as of the date of termination to the other within thirty (30) days after Landlord's notice to Tenant of the amount when it is determined. Landlord may commingle any payments made with respect to Operating Costs and any Security Deposit of Tenant, without payment of interest.

3. CONDITION OF PREMISES; POSSESSION AND SURRENDER OF PREMISES.

3.1 **Condition of Premises.** Subject to Tenant's right of inspection set forth above, Tenant accepts the Premises in their present AS-IS condition. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises were in good order, repair and condition. If Landlord authorizes Tenant to take possession of any part of the Premises prior to the Commencement Date for purposes of conducting business, all terms of this Lease shall apply to such pre-Term possession, including Base Rent at the rate set forth for the first Lease Year in the Schedule (without regard to the Rent Commencement Date) prorated for any partial month.

3.2 **Maintenance.** Throughout the Term, Tenant shall maintain the Premises in their condition as of the Completion Date, less or damage caused by the elements, ordinary wear and tear, and fire and other casualty excepted, and at the termination of this Lease, or Tenant's right to possession, Tenant shall return the Premises to Landlord in broom-clean condition. To the extent Tenant fails to perform such obligations, Landlord may, but need not, restore the Premises to such condition and Tenant shall pay the cost thereof.

4. BUILDING SERVICES.

4.1 **Utilities.** Tenant shall pay directly to the appropriate utility company (or to Landlord if and to the extent Landlord supplies same), before delinquency, all charges for water, gas, sewer, HVAC, electricity, telephone, trash, grease interceptor and all other services and utilities supplied to the Premises (including any and all necessary start-up and hook-up charges and fees, including cost of utility meters, and charges which may accrue when the utility is first supplied to the Premises), together with any taxes thereon. If any such charges are due from Tenant directly to the utility company and are not paid when due, Landlord, at its option, may pay the same and any amount so paid by Landlord shall thereupon be due to the Landlord from Tenant as Additional Rent.

4.2 **Janitorial Service.** Subject to Landlord's obligations during the Breakfast Accommodation Period (as defined in Section 6.4), Tenant shall, at its sole cost and expense, obtain janitorial service for the Premises or undertake such services itself; provided, however, that in the event Tenant undertakes such services itself, the level of cleanliness must be acceptable to Landlord in its reasonable discretion.

4.3 **Interruption of Services.** Tenant's inability to obtain the Services set forth in Section 4.1, or any cessation thereof resulting from any causes, including without limitation any entry for repairs pursuant to this Lease, and any reasonable renovation, redecoration or rehabilitation of any area of the Building shall not render Landlord liable for damages to either person or property or for interruption or loss to Tenant's business, nor be construed as an eviction of Tenant, nor work an abatement of any portion of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. However, in the event that an interruption of the services set forth in this Section 4 is within Landlord's reasonable control and such interruption causes the Premises to be untenantable for a period of at least three (3) consecutive days, monthly Rent shall be thereafter abated proportionately until such services are restored.

5. TENANT IMPROVEMENTS; ALTERATIONS AND REPAIRS.

5.1 **Landlord's Consent and Conditions.** Tenant shall not make any improvements or alterations to the Premises (the "Work") without in each instance submitting plans and specifications for the Work to Landlord and obtaining Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's reasonable discretion. In the event such plans and specifications are submitted to Landlord and neither approved or denied within thirty (30) calendar days of such submittal, those plans and specifications shall be deemed denied by Landlord. Landlord will be deemed to be acting reasonably in withholding its consent for any Work which (a) impacts the base structural components or systems of the Building, (b) impacts any other units in the Building, or (c) is visible from outside the Premises. Tenant shall pay for the cost of all Work. All Work shall become the property of Landlord upon its installation, except for Tenant's trade fixtures and for items which Landlord requires Tenant to remove at Tenant's cost at the termination of the Lease pursuant to Section 5.6. In no event shall Tenant be deemed to be an agent for Landlord in relation to any Work or deemed to bind Landlord or engage any Work on behalf of Landlord.

(a) **Approved Tenant Improvements.** Notwithstanding the foregoing, Landlord has approved the tenant improvement work (the "Approved Tenant Work") described in Exhibit B. Tenant shall obtain Landlord's written consent to any variations or additions to the Approved Tenant Work. Tenant shall be responsible for (i) all costs associated with the Approved Tenant Work, (ii) completing the Approved Tenant Work on or before December 1, 2018; (iii) obtaining all permits and approvals necessary for the Approved Tenant Work; and (iv) providing Landlord with full, unconditional and final lien waivers for contracted work or materials supplied from Tenant's general contractor and all subcontractors and material suppliers providing goods and services in connection with completion of the Approved Tenant Work, all in form and substance reasonably acceptable to Landlord.

(b) **Landlord Improvements.** Landlord will repair or replace (if deemed necessary in Landlord's sole discretion), the items listed on Exhibit C (the "Landlord Work"). Following completion of the Landlord Work, Tenant will be responsible for all maintenance related to the Landlord Work.

5.2 **Repair.** Landlord may, but is not required to, at any reasonable time make any repairs or alterations which Landlord deems necessary for the safety or protection of the Building, or which Landlord is required to make by any court or pursuant to any Governmental Requirement (defined in Section 4); provided, however, Landlord agrees to use reasonable efforts to minimize interference with access to or visibility of the Premises during the performance of such repairs or alterations.

5.3 **Maintenance by Tenant.** Tenant shall, at its sole cost and expense, furnish, maintain and replace all electric light bulbs, tubes, ballasts and tube casings and keep the Premises in good repair and condition and make all needed repairs and replacements, including without limitation replacement of cracked or broken glass, and maintenance and repair of the heating, ventilating, and air conditioning systems ("HVAC System") servicing the Premises and the parking lot (including all lot grading and other maintenance, repair and capitalized parking expenses), keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing, and shall maintain in good order and repair, and in a clean and sanitary condition, and replace, as necessary, all portions of the Premises, including storefronts, window and door frames and cases, security grills, plate glass, wall and floor coverings. Tenant shall also repair, at its sole expense, any damage in connection with any burglary or forcible entry into the Premises. If any repairs required to be made by Tenant are not made within ten (10) days after written notice is delivered to Tenant by Landlord (unless the repairs are required as a result of an actual or apparent emergency, in which event no prior notice need be given), or, if such repairs cannot reasonably be completed within such 10-day period, Tenant has not commenced such repair and is diligently pursuing the same, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as Additional Rent hereunder the cost of such repairs plus 8% of the amount thereof and failure to do so shall constitute a default by Tenant.

5.4 **HVAC Replacement.** In the event that the HVAC System (other than any kitchen ventilation, pressure equalization and hood facilities, which shall not be subject to the provisions of this Section 5.4) requires replacement and such replacement is not due to Tenant's failure to maintain the Service Contract (defined below) or to properly maintain the HVAC System, then Landlord shall replace the HVAC System at Landlord's initial cost and expense, where the cost of the HVAC System shall be amortized by Landlord over the estimated useful life of the HVAC System, with interest at six percent (6%), and such amortized cost shall be included in Operating Costs for that portion of the useful life of the HVAC System that falls within the Term.

5.5 **HVAC System Contract.** Tenant shall throughout the term of this Lease, at Tenant's sole cost and expense, obtain and keep in force a preventative maintenance service contract ("Service Contract"), in conformance with National Fire Protection Association Section 96, Chapter 11, in form and content and with a contractor reasonably acceptable to Landlord, on the HVAC System and related equipment servicing the Premises. Tenant shall provide a copy of the Service Contract to Landlord within twenty (20) days after the Rent Commencement Date and thereafter upon request.

5.6 **No Liens.** Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Building; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to the Premises or the Building by, through or under Tenant, then Tenant shall, at its expense, within twenty (20) days thereafter, discharge the lien or bond over such lien in accordance with Governmental Requirements (as defined in Section 7.1 below), or, if Tenant, in its discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as shall be necessary or required, in Landlord's reasonable discretion, to prevent any foreclosure against the Tenant's interest in the Premises during the pendency of such contest. If Tenant does not comply with these requirements, Landlord may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand.

5.7 Ownership of Improvements; Removal. All Work as defined in this Section 5, partitions, hardware, and all other improvements and all fixtures, except trade fixtures and equipment, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of the Lease or of Tenant's right to possession, or (b) be removed in accordance with this Section (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal). Upon the termination of this Lease or Tenant's right of possession Tenant shall remove from the Premises its trade fixtures, furniture, moveable equipment and other personal property, any improvements which Landlord elects shall be removed by Tenant pursuant to this Section, and any improvements to any portion of the Building other than the Premises. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. Landlord shall notify Tenant of its election to require Tenant to remove any such property, if at all, delivered at least twenty (20) days prior to the termination of the Lease. Notwithstanding the foregoing, for any improvements and fixtures installed by Tenant from and after the second Lease Year, at any time prior to completion of the improvement Tenant may request that Landlord state whether Landlord will or will not require such improvement or fixture to be removed at the termination of the Lease, and if Tenant makes a request in writing and Landlord fails to respond in fifteen (15) days, then Landlord shall be deemed to have agreed that Tenant may leave such improvement or fixture in place at the termination of the Lease. If Tenant does not timely remove such property upon such notice, then, at Landlord's election, Tenant shall be conclusively presumed to have: (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any expenses incurred for disposition.

6. USE OF PREMISES.

6.1 Permitted Use. Tenant shall use the Premises only for a full-service restaurant and catering company. Tenant shall not allow any use of the Premises which will negatively affect the cost of coverage of Landlord's insurance on the Building. Tenant shall not allow any inflammable or explosive liquids or materials to be kept on the Premises other than quantities of such liquids or materials as may be customary for restaurant uses and cleaning, at all times in accordance with best practices and applicable law. Tenant shall (a) at all times conduct its business in the Premises in a first-class manner, including without limitation quality of products sold, décor, displays, general appearance, training and employment of qualified and knowledgeable persons, and at or above the prevailing level of quality of operations observed by similar restaurants in the Jackson, Wyoming area, and (b) take reasonable means to prevent any manner of operation or use which is not in accordance with this standard. Tenant is responsible for its own liquor license.

6.2 Prohibited Use. Tenant shall not allow any use of the Premises which would cause the value or utility of any part of the Premises to diminish or would interfere with any other occupant of the Building or with the operation of the Building. Tenant shall not use or permit the Premises to be used for any other purpose or purposes other than those set forth in Section 6.1, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, Tenant shall not with respect to the Premises or any portion of it, either itself or allow others to (i) use the Premises in a manner inconsistent with this Section 6 or the requirements of this Lease, including, but not limited to Governmental Requirements (defined below); or (ii) conduct any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house." Receiving and delivery of inventory shall be made only in the manner and areas prescribed by Landlord.

6.3 Parking Lot. Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that the parking lot at the Premises can be used as overnight and overflow parking (provided that such overflow parking does not unreasonably impact Tenant's business operations) by the owners, guests, employees, and invitees of the hotel/motel located 380 W Broadway, Jackson, Wyoming (currently the Mountain Modern Motel) (the "Hotel"). Landlord will be responsible for the snow plow and snow removal for the parking lot.

7. GOVERNMENTAL REQUIREMENTS; ADDITIONAL OBLIGATIONS

7.1 Governmental Requirements. Tenant shall comply with all applicable governmental laws, ordinances and regulations ("Governmental Requirements") applying to its use of the Premises.

7.2 Nuisance. Tenant shall not permit any objectionable or unpleasant odors to emanate from the Premises other than odors generated in the ordinary course of the operation of a restaurant and catering company of the style and cuisine of the Tenant's restaurant (provided, however, that no event shall any such odor be permitted to violate Governmental Requirements),

nor place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where they can be seen or heard from outside the Premises (other than reasonably acceptable external music in the entranceway in compliance with Governmental Requirements), nor, without Landlord's consent, place an antenna, awning or other projection on the exterior of the Premises; nor solicit business or distribute leaflets; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants, employees of tenants, agents, servants, customers, or other invitees of the Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Building.

7.3 Waste. Tenant shall take good care of the Premises and keep it free from waste at all times. Tenant shall keep the Premises, service-ways and loading areas neat, clean and free from dirt, rubbish, insects and pests at all times. Tenant will store all trash and garbage within the area designated by Landlord for trash pickup and removal and only in receptacles of the size, design and color from time to time prescribed by Landlord. Removal of garbage and trash shall be made only in the areas from time to time prescribed by Landlord. Tenant shall be responsible for the grease interceptor maintenance and pumping.

7.4 ADA/Tenant's Responsibility. To Landlord's Knowledge, the Premises is currently ADA compliant. Tenant shall, at Tenant's sole cost and expense, be responsible for any alterations, modifications or improvements to the Premises, and the acquisition of any auxiliary aids, required under the ADA, including all alterations, modifications or improvements required: (i) as a result of Tenant (or any subtenant, assignee or concessionaire) being a public accommodation (as defined in the ADA); (ii) as a result of the Premises being a commercial facility (as defined in the ADA); (iii) as a result of any leasehold improvements made to the Premises by, or on behalf of, Tenant or any subtenant, assignee or concessionaire (whether or not Landlord's consent to the leasehold improvements was obtained); (iv) as a result of the employment by Tenant (or any subtenant, assignee or concessionaire) of any individual with a disability; and (v) to the extent any improvements are required to initially use the Premises. With respect to the use restrictions set forth in Section 6 of this Lease, and the restrictions on assignments and subletting set forth in Section 15 of this Lease, it is hereby specifically understood and agreed that Tenant (including any permitted assignee or sublessee) shall not make any use of the Premises which would require any alterations, modification or improvements to the Building or the Building, or require the acquisition of any auxiliary aids, required under the ADA, unless Tenant performs all those requirements at its own expense and satisfies Landlord's requirements for financial responsibility for the costs of compliance which may include, by way of example, posting of a completion bond, or establishment of an escrow account. For the purposes of this Section 7.4, the term "Landlord's Knowledge" shall mean the current, actual knowledge of the President of Landlord.

7.5 Tenant's Specific Use. If Tenant requires additional or larger systems, including but not limited to, fixtures, utilities, plumbing (including grease "traps" or "interceptors"), HVAC, electrical, because of Tenant's specific use of the Premises, Tenant shall be solely responsible for the payment of the additional or larger system and its installation (and at Landlord's option, the maintenance thereof) and said system shall become and be deemed to not be a trade fixture. Additionally, if Landlord incurs continuing costs with regard to such specific use items (such as, but not limited to, tax or other assessments), then Tenant shall pay to Landlord within ten (10) days of demand, the tax assessor's bill or Landlord's bill, as applicable, for such assessed or continuing expense item.

8. WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.

8.1 Waiver of Claims. To the extent permitted by law, Tenant waives any claims it may have against Landlord or its officers, directors, employees or agents for business interruption (subject to Landlord's obligation pursuant to Section 11.4), and any other consequential or exemplary damages. Tenant also waives any claim it may have against Landlord for damage to property sustained by Tenant except damage caused solely by the negligence or willful misconduct of Landlord.

8.2 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: (i) any injury to any person or damage to or loss of any property occurring (x) in the Premises, or (y) in the Building and arising from the use of the Premises; (ii) any act or omission or negligence of Tenant or any of Tenant's employees or agents. Should any claim, damage, loss or expense (including attorney's fees) be attributable to Landlord in whole or in part, Tenant's indemnity contribution shall be reduced accordingly and not be required at all should Landlord's fault exceed Tenant's percentage fault under comparative negligence. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: (i) any injury to any person or damage to or loss of any property occurring (x) in the Premises, or (y) in the Building and arising from the use of the Premises, to the extent caused by the negligence or willful misconduct of Landlord.

8.3 Tenant's Insurance. Tenant shall maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

(a) Commercial general liability insurance on an occurrence form, with (a) contractual liability coverage including the indemnification provisions contained in this Lease, (b) a severability of interest endorsement, (c) limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and not less than One Million Dollars (\$1,000,000.00) in the aggregate for bodily injury, sickness or death, and property damage, and umbrella coverage of not less than Two Million Dollars (\$2,000,000.00).

(b) Automobile liability insurance, business auto coverage form in amounts reasonably required by Landlord.

(c) Property insurance against "All Risks" of physical loss covering (i) the Premises and (ii) all improvements, fixtures and personal property, for their full replacement value.

(d) Workers' compensation or similar insurance in form and amounts required by law, including employer's liability.

(e) Product liability coverage, including, without limitation, if liquor or alcoholic beverages is sold and/or consumed on the Premises, "dram shop" coverage or liquor liability coverage or coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Premises, in amounts generally accepted in the industry for such coverage at the time and reasonably approved by Landlord.

(f) With respect to Tenant's work and any alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and all physical loss builder's risk insurance, covering its work in or related to the Premises in amounts reasonably satisfactory to Landlord, but in no event less than 100% of the contract sum.

(g) With respect to Tenant's work and any alterations, improvements and the like required or permitted to be made by Tenant hereunder, Tenant shall require its contractors (which shall be licensed to perform work in Jackson, Wyoming and reasonably acceptable to Landlord) to carry (and name Landlord as an additional insured) at no cost or expense to Landlord, (i) comprehensive general liability or commercial liability insurance covering all operations by or on behalf of the contractor, which shall include premises and operations coverage; products and completed operations coverage; contractual liability coverage; broad form property damage (including completed operations); explosion, collapse and underground hazards coverage; and personal injury liability coverage, with annual aggregate limits of One Million Dollars (\$1,000,000.00), and (ii) worker's compensation insurance in form and amounts as required by laws (for all work self-performed by Tenant and as to any contractor working in the Premises) and (iii) employer's liability insurance or similar insurance in form and amount as reasonably required by Landlord; and (iv) automobile liability insurance, business auto coverage form in amounts reasonably required by Landlord.

Such insurance shall contain a waiver of subrogation provision in favor of Landlord and its agents. Tenant's insurance shall be primary and not contributory to that carried by Landlord, its members, managers, equity holders and its and their agents, or mortgagee. Landlord, and if any, Landlord's building manager or agent, shall be named as additional insureds with respect to the insurance required of the Tenant in Section 8.3(a). The company or companies writing any insurance which Tenant is required to maintain under this Lease, as well as the form of such insurance, shall at all times be subject to Landlord's reasonable approval, and any such company shall be licensed to do business in the state in which the Building is located. Such insurance companies shall have a current A.M. Best rating of A or better.

8.4 Insurance Certificates. Tenant shall deliver to Landlord certificates evidencing all required insurance no later than three (3) days prior to the Commencement Date and each renewal date. Each certificate will provide for thirty (30) days prior written notice of cancellation to Landlord and Tenant.

8.5 Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage sustained by either of them, their respective property, the Premises, or its contents or other portions of the Building, but only to the extent that such loss or damage is covered (and to the extent of such coverage) by insurance actually carried by either Landlord or Tenant. To the extent possible, Landlord and Tenant shall each request that their insurance companies waive any and all rights of subrogation that they might have on account of any such loss. The foregoing waivers of subrogation shall be operative only so long as they do not invalidate any such insurance policy or law.

9. FIRE AND OTHER CASUALTY. In the event of a fire or other casualty to the Premises itself not caused by Landlord's actions or omissions, then Tenant shall cause the reconstruction of the Premises unless otherwise agreed to by

Landlord, in Landlord's sole discretion, subject to the following. If the time needed to repair the Premises or portions of the Building exceeds one hundred twenty (120) days from the beginning of the restoration, or if the restoration would begin during the last three (3) months of the Lease, and the casualty caused substantial damage to the Premises, either Landlord or Tenant may terminate this Lease by notice to the other party within ninety (90) days after the notifying party's receipt of a builder's certification of the time to complete the repairs. In such case, the termination shall be effective ten (10) days from the date of the notice and Rent shall be paid by Tenant to that date, with an abatement (a) for any portion of the Premises which has been untenable after the casualty, or (b) in the event that any damage to the Building, common areas or the Premises has a materially adverse impact on the ability of Tenant to operate its business in the Premises. Except as otherwise provided in this Section, Rent shall be abated on a per diem, proportionate basis during the restoration for any portion of the Premises which is untenable, except to the extent that Tenant's negligence caused the casualty.

10. **EMINENT DOMAIN.** If a part of the Building is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the operation of its business, then either party may terminate this Lease effective as of the date of the taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for a taking of any kind shall be paid to Landlord, and Tenant shall have no right to share in the award. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

11. **RIGHTS RESERVED TO LANDLORD.** Landlord may exercise at any time any of the following rights respecting the operation of the Building without liability to the Tenant of any kind:

11.1 **Signs.** To approve, in its reasonable discretion, Tenant's installation and maintenance of any signs on the exterior and in the interior of the Building; provided, however, that Tenant shall have the right to signage on the Premises to the extent permitted by applicable law and the foregoing reasonable approval right of Landlord.

11.2 **Window Treatments.** To approve, at its reasonable discretion, prior to installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of the Building.

11.3 **Keys.** To retain and use at any time passkeys to enter the Premises or any door within the Premises; provided, however, that, except in the event of an emergency, Landlord shall provide Tenant with reasonable prior notice of at least twenty-four (24) hours prior to any entry into the Premises. Tenant shall, in the event it alters or changes any lock or bolt, provide Landlord with a copy of such new keys as soon as reasonably practicable thereafter, but not more than one (1) business day.

11.4 **Access.** To have access to inspect the Premises, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Lease. In relation to Landlord's access to the Premises to perform Landlord's obligation under this Lease or for any other purpose Landlord agrees to use commercially reasonable efforts to conduct its operations prior to 11:00 a.m. or between 2:00 p.m. and 5:00 p.m. to minimize interruption to Tenant's business operations and interference with customer meal service, access to or visibility of the Premises during the performance of obligations, repairs, alterations, additions or improvements.

11.5 **Preparation for Reoccupancy.** To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant abandons the Premises, without relieving Tenant of any obligation to pay Rent.

11.6 **Heavy Articles.** To approve the weight, size, placement and time and manner of movement within the Building of any safe, stove, refrigeration units or other heavy article of Tenant's property.

11.7 **Building Services.** To install, use and maintain through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises, and to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

11.8 **Early Termination Right.** Landlord shall have the right to terminate this Lease at any time upon not less than twenty-four (24) months written notice to Tenant. If Landlord elects to terminate the Lease during the Initial Term for reasons other than a Tenant default, Landlord shall reimburse Tenant for the unamortized costs occurring during the Initial Term of the Approved Tenant Work completed by Tenant in the first six (6) months of this Lease, such reimbursement not to exceed Thirty Thousand and No/Dollars (\$30,000.00). Landlord shall reimburse such unamortized cost to Tenant (excluding the value of any trade fixtures which Landlord permits Tenant to remove, at Tenant's expense) within thirty (30) days after the last date to occur of: (i) Landlord has certified the completion of the Approved Tenant Work; (ii) the time period for filing liens

against the Approved Tenant Work has lapsed, (iii) Tenant has submitted detailed paid invoices and cancelled checks showing the amount expended by Tenant on the Approved Tenant Work; and (iv) Tenant has vacated the Premises in accordance with the written notice from Landlord.

12. **TENANT'S DEFAULT.** Any of the following shall constitute a "default" by Tenant:

12.1 **Rent Default.** Tenant fails to pay any Rent when due unless the failure is cured within five (5) business days after the same shall be due and payable and notice of such default is given by Landlord to Tenant.

12.2 **Specific Default.** Tenant defaults in its obligations under Section 5.6—No Liens; Section 8.3—Tenant's Insurance; Section 15—Assignment and Sublease; Section 17—Estoppel Certificate; or Section 24—Hazardous Substances and fails to cure the same in the time period, if any, set forth in the applicable section.

12.3 **Other Performance Default.** Tenant fails to perform any other obligation of Tenant under this Lease, and, such failure continues for thirty (30) days after written notice from Landlord, except that if Tenant begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its failure, the thirty (30) day period shall be extended to ninety (90) days, or such lesser period as is reasonably necessary to complete the cure;

12.4 **Credit Default.** One of the following credit defaults occurs: (a) Tenant or a Guarantor commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for the Tenant or a Guarantor or for any substantial part of its property, or any such proceeding is commenced against Tenant or a Guarantor and either remains undismissed for a period of sixty (60) days or results in the entry of an order for relief against Tenant or a Guarantor which is not fully stayed within thirty (30) days after entry; (b) Tenant or Guarantor becomes insolvent or bankrupt, does not generally pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or (c) any third party obtains a levy or attachment under process of law against Tenant's leasehold interest.

12.5 **Guaranty Default.** A breach of or default under the Guaranty occurs, beyond any express notice, cure or grace periods as set forth in the Guaranty.

13. **LANDLORD REMEDIES.**

13.1 **Termination of Lease or Possession.** If Tenant defaults, Landlord may elect by notice to Tenant either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises and may, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

13.2 **Lease Termination Damages.** If Landlord terminates the Lease, Tenant shall pay to Landlord all Rent due on or before the date of termination, plus Landlord's reasonable estimate of the aggregate Rent that would have been payable from the date of termination through the Termination Date, reduced by the rental value of the Premises calculated as of the date of termination for the same period, taking into account anticipated vacancy prior to reletting, reletting expenses and market concessions, both discounted to present value at the rate of eight percent (8%) per annum ("Future Discounted Rent"). If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and reletting expenses or concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting.

13.3 **Possession Termination Damages.** If Landlord terminates Tenant's right to possession without terminating the Lease and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant areas owned or controlled by Landlord or under common control of Landlord. Any proceeds from reletting the Premises shall first be applied to the expenses of reletting, including redecoration, repair, alteration, advertising, brokerage, legal, and other reasonably necessary expenses. If the reletting proceeds after payment of expenses are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord.

13.4 **Landlord's Remedies Cumulative.** All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by Landlord of any breach of any obligation by Tenant shall be

effective only if it is in writing, and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of the Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance, and such sums shall bear interest at the default interest rate until paid. In addition to any of the foregoing remedies, Landlord may (but shall not be obligated to) cure or remedy the default for the account of, and at the expense of, Tenant

13.5 WAIVER OF TRIAL BY JURY. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS LEASE. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN CONNECTION WITH THIS LEASE IN A FEDERAL OR STATE COURT LOCATED IN TETON COUNTY, WYOMING, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

13.6 Litigation Costs. In the event either party resorts to litigation to enforce any of the terms or provisions of this Lease, the non-prevailing party shall promptly pay the prevailing party all reasonable attorneys' fees, court costs and expenses of suit.

13.7 Surrender. Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and tear and casualty damage excepted. If Landlord requires Tenant to remove any alterations, then Tenant shall remove the alterations in a good and workmanlike manner and restore the Premises to its condition prior to their installation.

13.8 Holdover. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant retains possession of any part of the Premises after the Term, Tenant shall become a tenant at sufferance for the entire Premises upon all of the terms of this Lease as might be applicable to such tenancy at sufferance, except that Tenant shall pay Base Rent at one hundred and fifty percent (150%) of the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession. Tenant shall also pay Landlord all of Landlord's direct and consequential damages resulting from Tenant's holdover. No acceptance of Rent or other payments by Landlord under these holdover provisions shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

14. SUBORDINATION TO GROUND LEASES AND MORTGAGES.

14.1 Subordination. This Lease shall be subordinate to any present ground lease or present or future mortgage respecting the Building, and any amendments to such ground lease or mortgage, at the election of the ground lessor or mortgagee as the case may be, effected by notice to Tenant in the manner provided in this Lease, provided however, that for any future mortgage, Landlord will use commercially reasonable efforts to obtain nondisturbance provisions from the lender for the benefit of Tenant. Landlord warrants and represents that there are no ground leases in effect at the Commencement Date which would be superior to this Lease. The subordination shall be effective upon such notice, but at the request of Landlord or ground lessor or mortgagee, Tenant shall within ten (10) days of the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, nor the consent of, Tenant.

14.2 Foreclosure of Mortgage. If any mortgage is foreclosed or deed in lieu of foreclosure given and the mortgagee or purchaser at a foreclosure sale shall thereby become the owner of the Building, Tenant shall attorn to such mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such mortgagee or purchaser, unless this Lease has been foreclosed. The mortgagee or purchaser shall be liable as Landlord only during the time such mortgagee or purchaser is the owner of the Building. At the request of Landlord or mortgagee, Tenant shall execute and deliver within ten (10) days of the request any document furnished by the requesting party to evidence Tenant's agreement to attorn. Any mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent the security deposit is received by such mortgagee.

14.3 Notice and Right to Cure. Tenant agrees to send by registered or certified mail to any mortgagee identified in any written notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. Landlord shall have thirty (30) days to cure such default, or if it cannot be cured within thirty (30) days, then such additional time as is necessary to

cure such default so long as Landlord diligently and continuously continues to work towards such cure. If Landlord fails to cure such default within the required time period under this Lease, but mortgagee begins to cure within ten (10) business days after such period and proceeds diligently to complete such cure, then mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

15. ASSIGNMENT AND SUBLEASE.

15.1 In General. Tenant shall not, without the prior written consent of Landlord in each case, (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, (ii) grant or allow any lien or encumbrance, by operation of law or otherwise, upon any part of Tenant's interest in this Lease, (iii) sublet any part of the Premises, (iv) permit anyone other than Tenant and its employees to occupy any part of the Premises; or (v) merge, consolidate, sell all or substantially all of its assets, convert to another entity or reform or organize in another jurisdiction. In addition, in the event that at least one of the Guarantors (specifically not including any heir or personal representative of such Guarantor for the purposes of this Section) do not continue to control the Tenant throughout the term of this Lease or in the event a Guarantor dies or is permanently disabled, such event shall be deemed to be a transfer that is prohibited by this Section **15.1.**

15.2 Landlord's Consent. Landlord will not unreasonably withhold its consent to any proposed assignment or subletting. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment or transfer. No consent granted by Landlord shall be deemed to be a consent to any subsequent assignment or transfer, lien or encumbrance, sublease or occupancy. Tenant shall pay all of Landlord's reasonable attorneys' fees and other reasonable expenses incurred in connection with any consent requested by Tenant or in reviewing any proposed assignment or subletting. Any assignment or transfer, grant of lien or encumbrance, or sublease or occupancy without Landlord's prior written consent shall be void. Tenant shall notify Landlord of any proposed assignment or sublease at least thirty (30) days prior to its proposed effective date. As a condition to any effective assignment or sublease of this Lease, the assignee or subtenant shall execute and deliver in form satisfactory to Landlord at least thirty (30) days prior to the effective date of the assignment and assumption or sublease of all of the obligations of Tenant under this Lease.

16. CONVEYANCE BY LANDLORD. If Landlord shall at any time transfer its interest in the Building or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any Security Deposit, or other funds held by Landlord not delivered to its transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

17. ESTOPPEL CERTIFICATE. Each party shall, within ten (10) business days of receiving a request from the other party, execute, acknowledge in recordable form, and deliver to the other party or its designee a certificate stating, subject to a specific identification of any applicable exceptions, that the Lease as amended to date is in full force and effect, that the Tenant is paying Rent and other charges on a current basis, and that to the knowledge of the certifying party, the other party has committed no uncured defaults and has no offsets or claims. The certifying party may also be required to state the date of commencement of payment of Rent, the Commencement Date, the Termination Date, the Base Rent, the current Operating Cost estimate or amounts, the status of any improvements required to be completed by Landlord, the amount of any security deposit, and such other matters as may be reasonably requested. It is intended that any such certificate delivered by Tenant may be relied upon by Landlord, or any mortgagee or prospective mortgagee or any potential purchaser of the Premises.

18. SECURITY DEPOSIT. On the Lease execution date, Tenant shall deposit with Landlord, as security for the performance of all of its obligations, the Security Deposit. If Tenant defaults under this Lease beyond any applicable cure period (if any), Landlord may use any part of the Security Deposit to make any defaulted payment, to pay for Landlord's cure of any defaulted obligation, or to compensate Landlord for any loss or damage resulting from any default. To the extent any portion of the Security Deposit is used, Tenant shall within ten (10) days after demand from Landlord restore the Security Deposit to its full amount. Landlord may keep the Security Deposit in its general funds and shall not be required to pay interest to Tenant on the deposit amount. If Tenant shall perform all of its obligations under this Lease and return the Premises to Landlord at the end of the Term in the condition called for herein, Landlord shall return all of the remaining Security Deposit to Tenant within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of Landlord's damages for any default under this Lease. If Landlord transfers its interest in the Building or this Lease, by operation of law or otherwise, Landlord shall transfer the Security Deposit to its transferee and shall provide notice of the same to Tenant. Upon such transfer, Landlord shall have no further obligation to return the Security Deposit to Tenant, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee.

19. FORCE MAJEURE. Neither party shall be in default under this Lease to the extent such party is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription,

national emergency, or any other cause of any kind beyond the reasonable control of such party, provided, however, that no such events shall excuse the failure to pay Rent or any other amounts due hereunder

20. **NOTICES.** All notices, consents, approvals and similar communications to be given by one party to the other under this Lease, shall be given in writing, mailed, e-mailed, sent by overnight courier, or personally delivered as follows:

Landlord. To Landlord as follows:

Landlord
CCC's 340, LLC
P.O. Box 844
Jackson, WY 83001
Attention: Jim Walter

e-mail: jim@crystalcreekcapital.com

physical/overnight:

CCC's 340, LLC
275 Veronica Lane, Suite 300
Jackson, WY 83001
Attention: Jim Walter

Tenant. To Tenant as follows:

Tenant Kim's Corner
mail: Hyunnam Degman
PO Box 8333, Jackson, WY 83002

e-mail: hnkim226@yahoo.com

physical/overnight:
255-I Blair Drive
Jackson, WY 83002

with a copy of each notice to Tenant to the Guarantor(s) at the following addresses:

Name of Guarantor(s)
mail and overnight:
PO Box 8333
Jackson, WY 83002

255-I Blair Dr Jackson, WY 83001

mail:

e-mail:
e-mail: mrmatt2000@yahoo.com

or to such other person at such other address as a party may designate by written notice to the other party. Mailed notices shall be sent by United States certified or registered mail, or by a reputable national overnight courier service, postage prepaid. Mailed notices shall be deemed to have been given on the earlier of actual delivery or three (3) business days after posting in the United States mail in the case of registered or certified mail. Notices sent by e-mail shall be deemed given on the day that they are sent. Notices sent by overnight delivery shall be deemed delivered one business day after being deposited with the overnight courier. Notices delivered by personal delivery shall be deemed delivered upon personal delivery or refusal of delivery.

21. **QUIET POSSESSION.** So long as Tenant shall perform all of its obligations under this Lease, Tenant shall enjoy peaceful and quiet possession of the Premises against any party claiming through the Landlord.

22. **REAL ESTATE BROKER.** Each party hereto represents and warrants to the other that such party has not dealt with any real estate broker with respect to this Lease, and no other broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Each party shall indemnify, defend and hold the other party harmless for any breach of the representation and warranty in this Section, which obligation shall survive the termination of this Lease and the Term.

23. **MISCELLANEOUS.**

23.1 **Successors and Assigns.** Subject to the limits on Tenant's assignment rights contained in Section 15, the provisions of this Lease shall be binding upon and inure to the benefit of all successors and assigns of Landlord and Tenant.

23.2 **Financial Condition; OFAC, etc.** Tenant shall deliver to Landlord, upon request by Landlord, financial statements for Tenant prepared by an independent public accountant in the ordinary course of the business and in accordance with customary accounting practices. Tenant represents and warrants that (i) the financial information presented to Landlord in conjunction with the negotiation of the Lease and the evaluation of Tenant and Guarantor was true and correct as of the date of such financial statement, (ii) between the date of the last financial statement for Guarantor and the date of the Lease no material adverse event has occurred, and (iii) such financial information and net assets represent community property, property held as tenants by the entirety or the guarantor's sole and separate property, available for execution as of the date of the financial information. Tenant acknowledges that Landlord has relied on the foregoing financial information being true and correct as a material inducement to Landlord entering into the Lease and accepting the terms of this Lease. Tenant represents, warrants and certifies that neither Tenant, Guarantor or any holder of any direct or indirect equity or control interest in the Tenant (a) is listed on Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("OFAC"), (b) has been charged with or convicted of a felony.

23.3 **Date Payments Are Due.** Except for payments to be made by Tenant under this Lease which are due upon demand or are due in advance (such as Base Rent), Tenant shall pay to Landlord any amount for which Landlord renders a statement of account within ten (10) days of Tenant's receipt of Landlord's statement.

23.4 **Time of the Essence.** Time is of the essence as to each provision of this Lease.

23.5 **Severability.** The unenforceability of any provision of this Lease shall not affect any other provision.

23.6 **Governing Law.** This Lease shall be governed in all respects by the laws of the State of Wyoming, without regard to the principles of conflicts of laws.

23.7 **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed to be an original.

23.8 **Business Days.** The term "business days" means Monday through Friday other than holidays where stated chartered banks in Wyoming are authorized or required to close.

23.9 **No Merger.** The termination of this Lease shall not be a merger, and such termination shall, at the option of Landlord, either terminate all subleases and subtenancies or operate as an assignment to Landlord of any or all such subleases or subtenancies.

23.10 **Captions; Singular and Plural.** The captions used in this Lease shall have no effect on the construction of this Lease. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. For example, if at any time two parties shall constitute Landlord or Tenant, then the relevant term shall refer to both parties together.

23.11 **Authority.** Landlord and Tenant each represents to the other that it has full power and authority to execute and perform this Lease.

23.12 **Entire Agreement.** This Lease, together with all exhibits, constitutes the entire agreement between the parties. No representations or agreements of any kind have been made by either party which are not contained in this Lease.

23.13 **Joint and Several.** If there are more than one entity or person which are the Tenant under this Lease, the obligations imposed upon Tenant under this Lease shall be joint and several.

23.14 **No Recording by Tenant.** Tenant shall not record in any public records any memorandum or any portion of this Lease.

23.15 **No Construction Against Drafting Party.** The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

23.16 **Survival.** All obligations of Landlord and Tenant under this Lease as to all periods prior to termination shall survive the termination of this Lease.

24. **HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged or disposed of in or near the Building, other than those customarily used in the restaurant and catering industry, unless Landlord has consented to such storage or use in its sole discretion. Permitted uses of Hazardous Materials shall be in compliance with all Governmental Requirements and industry best practice standards for use and storage. "Hazardous Substances" means those hazardous substances described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any other applicable federal, state or local law, and the regulations adopted under these laws, petroleum, petroleum products and other substances harmful to human health and regulated pursuant to Governmental Requirements. Tenant hereby indemnifies and holds Landlord and its officers, directors, employees and agents harmless from and against all claims, liabilities, and expenses, including reasonable attorney fees, incurred by Landlord as a result of any adverse effect which results from the manufacturing, generating, processing, distributing, using, producing, treating, storing (above or below ground level), disposing of, transportation, emission, discharge, release, threatened release or allowing to be present of any Hazardous Substance from, in, or about the Premises or the Building, whether or not Landlord consented to the storage or use of such Hazardous Substance.

25. **EXCULPATION.** Landlord shall have no personal liability under this Lease; its liability shall be limited to its interest in the Building, and shall not extend to any other property or assets of the Landlord. In no event shall any officer, director, employee, agent, shareholder, partner, member or beneficiary of Landlord be personally liable for any of Landlord's obligations hereunder.

26. **NONDISCLOSURE.** The provisions of this Lease shall be kept strictly confidential by Tenant and shall not be disclosed by Tenant, its employees, partners, directors, officers, shareholders or other persons who have access to this information from Tenant to any person other than to Tenant's auditors, attorneys or lenders or to governmental authorities who have legal access to this information and who shall be deemed to be bound by this subsection. Proven disclosure of any provisions by Tenant to a third party except as permitted in the preceding sentence shall constitute a default by Tenant under this Lease. Any damages sought pursuant to this Section 26 are limited to financial damages proven as directly caused by a disclosure in violation of this Section.

27. **OPTION TO RENEW.**

27.1 **Option to Renew.** Tenant shall be entitled to renew this Lease ("Option to Renew") for one (1) additional term of five (5) Lease Years (an "Extension Term") by giving Landlord written notice of the exercise of the option not later than one hundred twenty (120) days prior to the end of the then current term. The Option to Renew is personal to Tenant. If Tenant subleases any portion of the Premises or assigns or otherwise transfers any interests under this Lease to any other person or entity the Option to Renew shall lapse. The Extension Term shall be upon the same terms, conditions and rentals, except (i) Tenant shall have no further right of renewal after the Extension Term provided above, and (ii) the Base Rent payable each month during the Extension Term will be as follows:

(a) Base Rent for the initial Lease Year of the Extension Term shall be an amount equal to the annual Base Rent then due plus an increase of three per cent (3%) over such Base Rent.

(b) Base Rent for each subsequent Lease Year of the Extension Term shall increase by three per cent (3%) of the prior Lease Year's Base Rent.

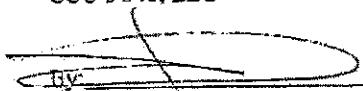
28. **LANDLORD'S LIEN.** In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money due hereunder from Tenant, upon all other goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed there from without the prior written consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon written request of Tenant, Landlord agrees to subordinate its lien to the lien rights of any purchase money lender with respect to financing of Tenant's acquisition of any furniture, fixtures or equipment located at the Premises. Without limitation as to remedies provided to Landlord herein or by law, Landlord shall have all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Section 28 at public or private sale upon five (5) days' notice to Tenant. Tenant hereby agrees to execute such

financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby limited, restricted or waived, the express contractual lien herein granted being in addition and supplementary thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

LANDLORD:

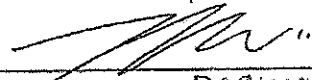
CCC's 340, LLC

By: 
Name: James D. Walter
Its: President

TENANT:

[insert company name]

Kim's Corner

By: 
Name: Rhonda Degman
Its: Owner

FIRST AMENDMENT TO RESTAURANT LEASE
340 West Broadway Avenue, Jackson, Wyoming

This First Amendment to Restaurant Lease (the "First Amendment") is made as of November __, 2022 (the "First Amendment Effective Date"), by and among CCC's 340, LLC, a Wyoming limited liability company (the "Landlord"), and Kim's Corner LLC, a Wyoming limited liability company, a/k/a Kim's Corner, d/b/a Bapp (the "Tenant"), for the benefit of CCC's PBI, LLC, a Wyoming limited liability company ("Beneficiary") and affiliate of Landlord, as owner of the adjacent Hotel Campus (as defined below). The Landlord and Tenant desire to enter into this First Amendment in order to amend that certain Restaurant Lease which was entered into as of August 31, 2018, by and between the Landlord and Tenant (the "Lease"). Tenant currently holds a restaurant liquor license under its "doing business as" name of Bapp (the "Existing Liquor License"). In connection with the operation of the restaurant identified in the Lease and the Hotel Campus, Tenant and Landlord now desire to secure a Resort Liquor License (as defined below), which will permit the lawful sale of alcoholic beverages on both the Premises and the Hotel Campus. Capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant and Beneficiary hereby agree that the Lease shall be amended as follows:

1. **Resort Liquor License.**

- (a) The final sentence of Section 6.1 is hereby deleted in its entirety.
- (b) The following is hereby added to the Lease as Section 6.4:

"6.4 **Resort Liquor License.** In connection with the Lease, Tenant will take all actions required by Governmental Requirements to replace the Existing Liquor License with a resort liquor license, as described in W.S. 12-4-401 (the "Resort Liquor License"), that permits (x) Tenant to use the Resort Liquor License for the sale and service of alcoholic or malt beverages for consumption on the Premises, and (y) Landlord and Beneficiary (Landlord and Beneficiary, together, the "CCC Entities") to use the Resort Liquor License for the sale and service of alcoholic or malt beverages for consumption on the property commonly known as the Mountain Modern Motel, and more particularly identified by the following tax parcel numbers: 22-41-16-33-1-00-003, 22-41-16-33-1-00-018, 22-41-16-33-1-00-002, 22-41-16-33-1-00-001, 22-41-16-33-1-04-002, and 22-41-16-33-1-04-003 (collectively, the "Hotel Campus"). In connection with the foregoing, including issuance of the Resort Liquor License, the CCC Entities represent and warrant that the Hotel Campus has (i) an actual valuation of not less than one million dollars (\$1,000,000.00), excluding the value of the land; (ii) includes a convention facility that seats no less than one hundred (100) persons; and (iii) includes a hotel approved for short term occupancy with a minimum of one hundred (100) sleeping rooms. Upon receipt of the Resort Liquor License, (A) Tenant may use the Premises to serve alcoholic liquor and malt beverages in compliance with Title 12 of the Wyoming Statutes and other Governmental Requirements and shall order and pay for all alcoholic beverages for service and consumption on the Premises, and (B) the CCC Entities may use the Hotel Campus to serve alcoholic liquor and malt beverages in compliance with Title 12 of the Wyoming Statutes and other Governmental Requirements and shall order and pay for all alcoholic beverages for service and consumption on the Hotel Campus. Tenant shall reasonably cooperate with the CCC Entities to secure a separate and distinct account number to permit the CCC Entities to unilaterally purchase and sell alcoholic or

M.D. 11/10/22

malt beverages on the Hotel Campus, and Tenant acknowledges and agrees that the CCC Entities will control the operations and activities of vendors, suppliers, and the sales and operations, in connection with the Resort Liquor License at the Hotel Campus, excepting within the Premises (which shall be controlled by Tenant). The CCC Entities shall be solely responsible for any "dram shop" or liquor liability insurance coverage or insurance coverage for liability arising out of the consumption of alcoholic beverages consumed on or obtained at the Hotel Campus, excepting within the Premises (which shall remain the exclusive responsibility of Tenant). In accordance with the Lease, Tenant shall be solely responsible for Taxes in connection with the use of the Resort Liquor License in relation to the Premises. Tenant will not be responsible for any Taxes incurred solely as a result of the use of the Resort Liquor License for the Hotel Campus, excepting with respect to the Premises; provided, however, Tenant shall not be responsible for the payment of such liquor license-related taxes and fees at a rate higher than it pays prior to the First Amendment Effective Date. Landlord shall pay all costs and expenses to secure the Resort Liquor License. Landlord shall pay all costs and expenses to maintain such license for the remainder of 2022 and all of 2023. Thereafter, Landlord and Tenant shall equitably split all customary costs and expenses of maintaining such Resort Liquor License; but in no event shall Tenant be responsible for payment of such liquor license-related taxes and fees at a rate higher than it pays prior to the First Amendment Effective Date. Tenant will do all acts, and will not fail to do any acts, which are legally necessary to keep such Resort Liquor License in good standing and in full force and effect. Tenant agrees to provide Landlord copies of the Resort Liquor License and any notices concerning the Resort Liquor License, including but not limited to renewal notices. In the event the Resort Liquor License expires, is revoked or is otherwise subject to material limitation or other restriction due to the acts or omissions of Tenant, Landlord may (but is not required to) take any action to cause the Resort Liquor License to be reinstated and valid and effective, as appropriate, for use at the Hotel Campus and the Premises. In the event the Resort Liquor License expires, is revoked or is otherwise subject to material limitation or other restriction (collectively "restricted") due to the acts or omissions of Landlord, Landlord shall pay Tenant damages equal to the profits Tenant would have earned during the time the Resort Liquor License is so restricted; provided, however, that Tenant shall take all actions to mitigate such damages in such event. Upon expiration of the Term or earlier termination of this Lease, Tenant shall, upon the written request of Landlord, take all action reasonably requested by Landlord, including without limitation the execution within ten (10) days of all commercially reasonable and customary forms, to effectuate the transfer of the Resort Liquor License to Landlord, or to Landlord's designee. Termination of this Lease shall terminate all rights of Tenant to use the Resort Liquor License."

(c) The following is hereby added to the Lease as Section 15.3:

"6.4 **Transfer of Resort Liquor License.** In connection with any assignment, sublease, or sale of the business of Tenant permitted by this Section 15, Landlord, Tenant, and the new tenant (or subtenant, as applicable) will take all reasonable actions to cause the Resort Liquor License to remain in full force and effect to benefit the Hotel Campus, including, without limitation, the Premises. In connection therewith and subject to the terms regarding Landlord's consent set forth in this Section 15, Landlord, Tenant, and the new tenant (or subtenant, as applicable) shall not take any action to revoke, limit or otherwise restrict such Resort Liquor License."

2. **Full Force and Effect.** Except as expressly modified herein, all of the terms and provisions of the Lease shall remain in full force and effect and be binding upon the parties thereto, and Landlord and Tenant hereby ratify and confirm the Lease as modified herein.

H.D. 11/8/22

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this First Amendment to be effective as of the date first set forth above.

LANDLORD:

CCC'S 340, LLC,
a Wyoming limited liability company

By: _____

James D. Walter, Manager

TENANT:

KIM'S CORNER LLC,
a Wyoming limited liability company

By: _____

11/8/2022
Name: Hyunnam Degman

Title: Owner

Acknowledged and consented to:

CCC's PBI, LLC acknowledges and consents to the foregoing First Amendment.

Dated this ____ day of November, 2022.

BENEFICIARY:
CCC'S PBI, LLC,
a Wyoming limited liability company

By: _____

James D. Walter, President

20072253_v6

H.D. 11/8/22

Crystal Creek Capital Real Estate Advisors, LLC

P.O. Box 844 | 25 S. Willow Street, Suite 200 | Jackson, Wyoming 83001 | Telephone 307-733-4733

February 20, 2023

Kim's Corner LLC
P.O. Box 8333
Jackson, WY 83002
Attention: Hyunnam Degman

Sent via email: HnKim226@yahoo.com

Re: Renewal of Restaurant Lease dated August 31, 2018, as amended on November 4, 2022 (as so amended, the "Lease") for 340 West Broadway Avenue, Jackson, WY (the "Premises")

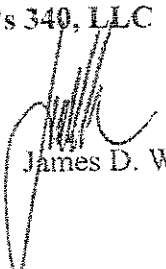
Dear Ms. Degman:

We are in receipt of your letter, which Robert Nolan passed along to us on January 31, 2023, exercising the five-year option to extend the term of the Lease for the above-referenced Premises. This letter replaces in its entirety Landlord's letter to you dated February 3, 2023. This letter constitutes Landlord's acknowledgement and acceptance of the foregoing exercise and extension of the term of the Lease to September 30, 2028. Commencing October 1, 2023, your Base Rent will be adjusted, and it will be readjusted annually, to the monthly and annual amounts set forth in Section 8 of the Schedule to the original Lease. Except for the foregoing adjustment of Base Rent, extension of the term of the Lease, Landlord's acceptance of your personal Guaranty of Lease as described below, and your acknowledgment that you have no further options to extend the term of the Lease, the Lease shall remain unmodified and in full force and effect.

By your counter-signature below, this letter confirms our mutual acknowledgment of your extension of the term of the Lease as described in Section 27.1 of the original Lease. Landlord's signature below is delivered to you contingent upon its receiving a supplemental Guaranty of Lease in the form previously approved by counsel fully executed by Hyunnam Degman. We look forward to your continued occupancy of the Premises.

LANDLORD:
CCC's 340, LLC

By:


James D. Walter, President

TENANT:
Kim's Corner LLC

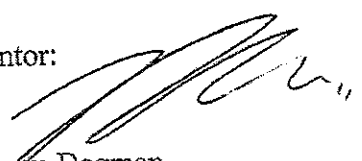
By:


Hyunnam Degman, Owner

Acknowledgment of Guarantor:

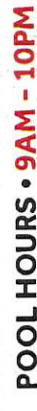
The foregoing extension of the term of the Lease is hereby acknowledged and consented to by Hyunnam Degman, acting as supplemental Guarantor of the Lease ("Guarantor"). Guarantor and Landlord hereby acknowledge and agree that Landlord's acceptance of Guarantor's Guaranty of Lease does not result in waiver or release of, and Landlord hereby reserves all of its rights with respect to, that certain Guaranty of Lease dated September 7, 2018, as executed by Matthew Degman, which Guaranty of Lease is intended to remain unmodified and in full force and effect.

Guarantor:


Hyunnam Degman

CC: Hugh O'Halloran, Holland & Hart LLP
Mark V. Jackowski, Esq.

JACKSON HOLE



1

LOBBY

2

TRIPLE M

SECONDARY DISPENSARY

3

INDOOR POOL & HOT TUB

4

OUTDOOR POOL & HOT TUB

5

BAPP KOREAN RESTAURANT

PRIMARY DISPENSARY

6

BELEZA SALON

7

BIG HOLE BBQ

🔥

FIRE PIT

BIKE PARKING

BIKE MAINTENANCE STATION

LAUNDRY

ALCOHOL PERMITTED WITHIN RED PERIMETER

Issued by:

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

Retail Food

ACCOUNT # 12153

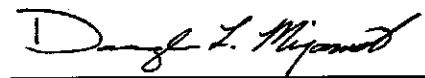
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable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

Issued to:

**MOUNTAIN MODERN MOTEL
420 W BROADWAY AVE
JACKSON, WY 83001**

**EXPIRATION DATE:
10/11/2023**

**CCC'S PBI LLC DBA MOUNTAIN MODERN
MOTEL
CCC'S PBI LLC DBA MOUNTAIN MODERN
MOTEL
380 W BROADWAY AVE
JACKSON, WY 83001**

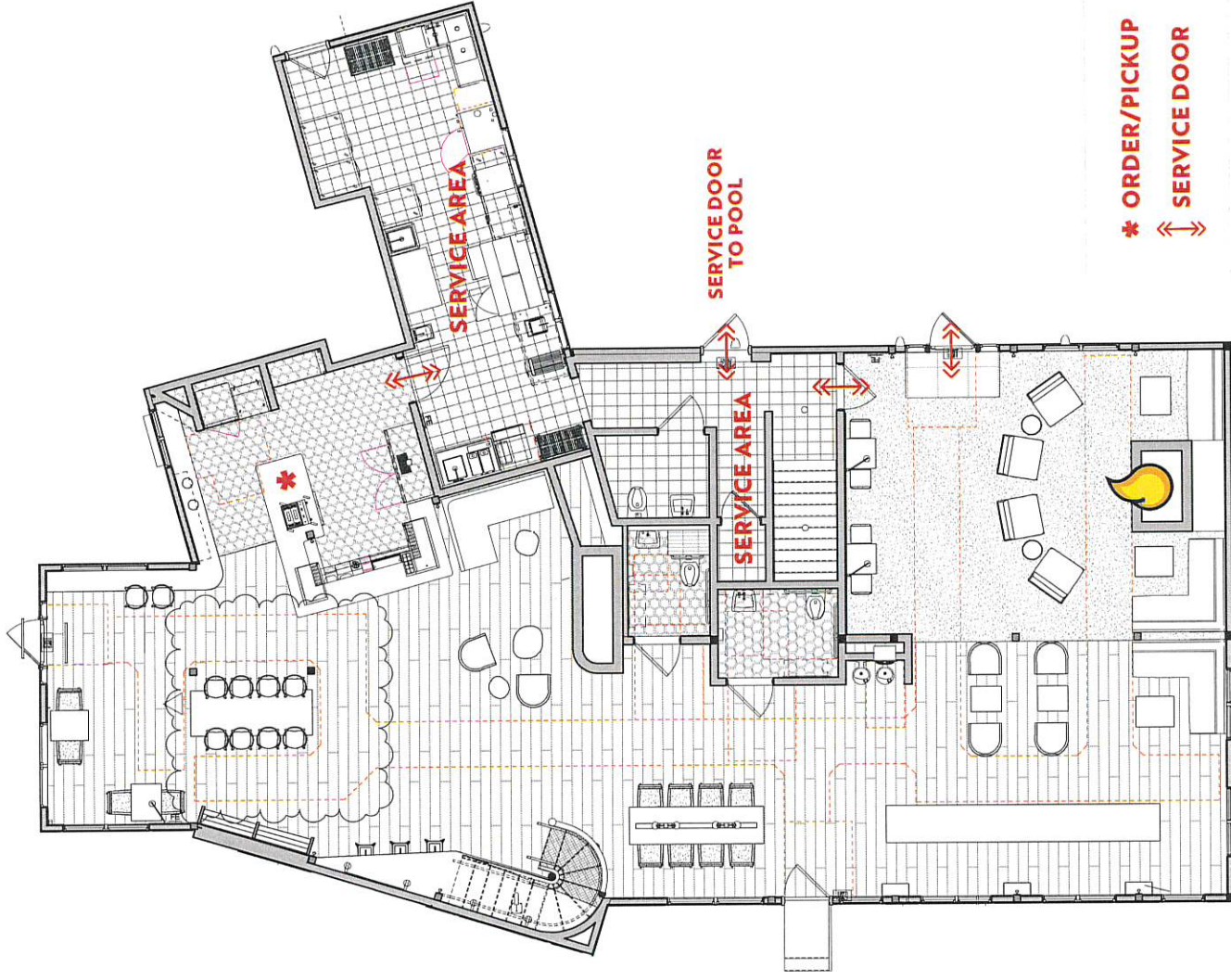


Director of Dept. of Ag

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



SECONDARY DISPENSARY



* ORDER/PICKUP
↔ SERVICE DOOR



AM FOOD

OVERNIGHT OATS [+PICK ONE] 9
+ CINNAMON BUN
+ CHOCOLATE ELVIS

TOASTED BAGEL [+PICK ONE] 5
+ CREAM CHEESE
+ HUCKLEBERRY CREAM CHEESE [+\$.1.00]
+ BUTTER + JAM

SMOOTHIE POWER BOWL 14
GRANOLA, FRESH FRUIT, HONEY DRIZZLE, COCOA NIBS

AVOCADO TOAST 13
MULTIGRAIN BREAD, AVOCADO, ROASTED TOMATO,
MARINATED ONION, CHILI FLAKES

COWBOY CROISSANT 15
EGGS, CHEDDAR CHEESE, JUDY BAER'S CUSTARD MUSTARD
[+PICK ONE] + BACON + SAUSAGE

HUCKLEBERRY WAFFLE 16
BELGIAN STYLE, HUCKLEBERRY SYRUP, WHIPPED CREAM

RANCHERO BREAKFAST BURRITO 15
BLACK BEANS, ONIONS, PEPPERS, CORN, SALSA,
CHEDDAR CHEESE
[+PICK ONE] + BACON + SAUSAGE

BREAKFAST SKILLET 16
POTATO HASH, PULLED PORK, TWO EGGS, RANCHERO MIX, CHED-
DAR CHEESE, BBQ DRIZZLE

FLATBREAD

MEAT LOVERS 16
SAUSAGE, BACON, EGGS, SHREDDED CHEESES

VEGGIE LOVERS 15
BLACK BEANS, ONIONS, PEPPERS, TOMATO, SHREDDED CHEESE



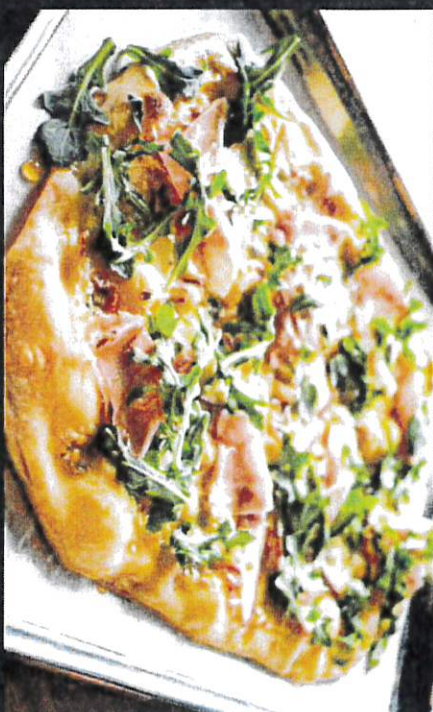
COFFEE, TEA & SOMETHING SWEET

DRIP	4/5
COLD BREW	5.25/6.25
AMERICANO	4/5
ESPRESSO DECAF	4
CAPPUCCINO	4.75/5.75
LATTE	5.25/6.25
MOCHA	5.25/6.25
CHAI LATTE	5.25/6.25
MATCHA LATTE	5.25/6.25
LONDON FOG	5.25/6.25
ORGANIC TEA	4.25/5.00
HOT CHOCOLATE	4.25/5.00

JUICE

ORANGE JUICE	4
FRESH PRESSED JUICE	7





MXVVM

TRIPLE M

PM FOOD

SMALL BITES

ELK CHILI 9
SOUR CREAM, CHEESE, CRACKERS

COWPOKE PRETZEL 9
+ DIJON MUSTARD
+ HUCKLEBERRY MUSTARD
+ BEER CHEESE

SPICED NUTS 6

SHARED PLATES

LOADED NACHOS 16
SHREDDED CHEESE, BLACK BEANS, CORN,
PEPPERS, JALAPEÑO, SALSA, SOUR CREAM
+ ADD GUACUMOLE [+\$4.00]
+ ADD PULLED PORK [+\$6.00]

CHILI CHEESE TOTS 15
ELK CHILI, SOUR CREAM, CHEESE

CHARCUTERIE BOARD 24
LOCAL MEAT, CHEESE, BERRIES, JAM

FLATBREADS

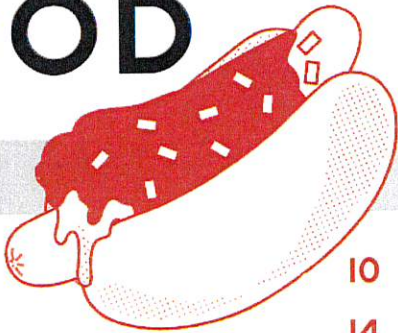
MARGHERITA 16
MOZZARELLA, TOMATO, BASIL, OLIVE OIL

MEAT LOVERS 18
SAUSAGE, BACON, BEEF, ANDOUILLE





FOOD



B.Y.O.D.

BEEF DOG	10
ELK DOG	14
BISON DOG	12
VEGGIE DOG	11

BUNS [+PICK ONE]

- +CLASSIC
- +BRIOCHE
- +PRETZEL

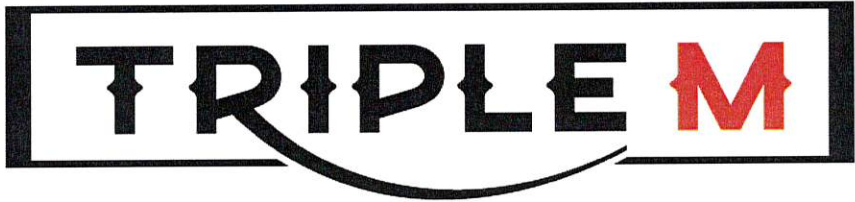
TOPPINGS [+ \$1.00 EACH]

- +DIJON MUSTARD
- +JALAPEÑOS
- +ONION
- +PEANUT BUTTER
- +DICED TOMATO
- +BACON
- +BBQ
- +PICKLES
- +SHREDDED CHEESE
- +ELK CHILI (+3)
- +GRILLED MUSHROOMS
- +BEER CHEESE (+2)

+ ADD A FAVORITE LOCAL'S BEER FOR \$5

SIDES

TATER TOTS	3	POTATO CHIPS	3
POTATO SALAD	5	BRUSSLES	6
SIDE SALAD	4	FRUIT CUP	5



LOCAL BREW

KILLER BEES <i>AMERICAN BLONDE ALE</i> MELVIN BREWING CO. + ALPINE, WY	9 16	WALRUS <i>HAZY IPA</i> ROADHOUSE BREWING CO. + JACKSON, WY	9 16
HEYZEUS <i>MEXICAN STYLE LAGER</i> MELVIN BREWING CO. + ALPINE, WY	12	SACRED CREED <i>FARMHOUSE SAISON</i> ROADHOUSE BREWING CO. + JACKSON, WY	12
2X4 <i>DOUBLE IPA</i> MELVIN BREWING CO. + ALPINE, WY		NITRO ZONKER <i>STOUT</i> SNAKE RIVER BREWING CO. + JACKSON, WY	
PILSGNAR <i>ADVENTURE PILSNER</i> MELVIN BREWING CO. + ALPINE, WY	12	HORCHATA CREAM <i>ALMOND CREAM ALE</i> SNAKE RIVER BREWING CO. + JACKSON, WY	12
BREATH & BRAMBLE <i>RASPBERRY & LEMON SOUR</i> ROADHOUSE BREWING CO. + JACKSON, WY	12	COWBOY GOLD <i>K LSCH</i> SNAKE RIVER BREWING CO. + JACKSON, WY	12

WHITE + ROSÉ + BUBBLES

CHARDONNAY RUSSIAN RIVER VALLEY + SONOMA COUNTY, CA	11
VIOGNIER SONOMA VALLEY + SONOMA COUNTY, CA	12
ALPINE GLOW ROSÉ <i>ROSE' DE PINOT NOIR DRY</i> RUSSIAN RIVER VALLEY + SONOMA COUNTY, CA	12
OLD FAITHFUL BRUT RUSSIAN RIVER VALLEY + SONOMA, CA	12

RED WINE

CATCH & RELEASE <i>ZINFANDEL</i> SONOMA VALLEY + SONOMA COUNTY, CA	11
THE OUTLAW <i>CABERNET SAUVIGNON</i> DRY CREEK VALLEY + SONOMA COUNTY, CA	13
PINOT NOIR RUSSIAN RIVER VALLEY + SONOMA COUNTY, CA	12

CANNED COCKTAILS

CUTWATER + MARGARITA + STRAWBERRY + PEACH MANGO + PIÑA COLADA	7	TIP TOP + OLD FASHIONED + MANHATTAN + BEES KNEES + NEGRONI	7
--	---	---	---

TRIPLE M

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES**

**2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9146

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

Issued to:

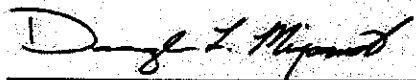
BAPP

340 W BROADWAY
JACKSON, WY 83001

KIM'S CORNER LLC DBA BAPP
HYUNNAM DEGMAN
PO BOX 8333
JACKSON, WY 83002

EXPIRATION DATE:

1/21/2024

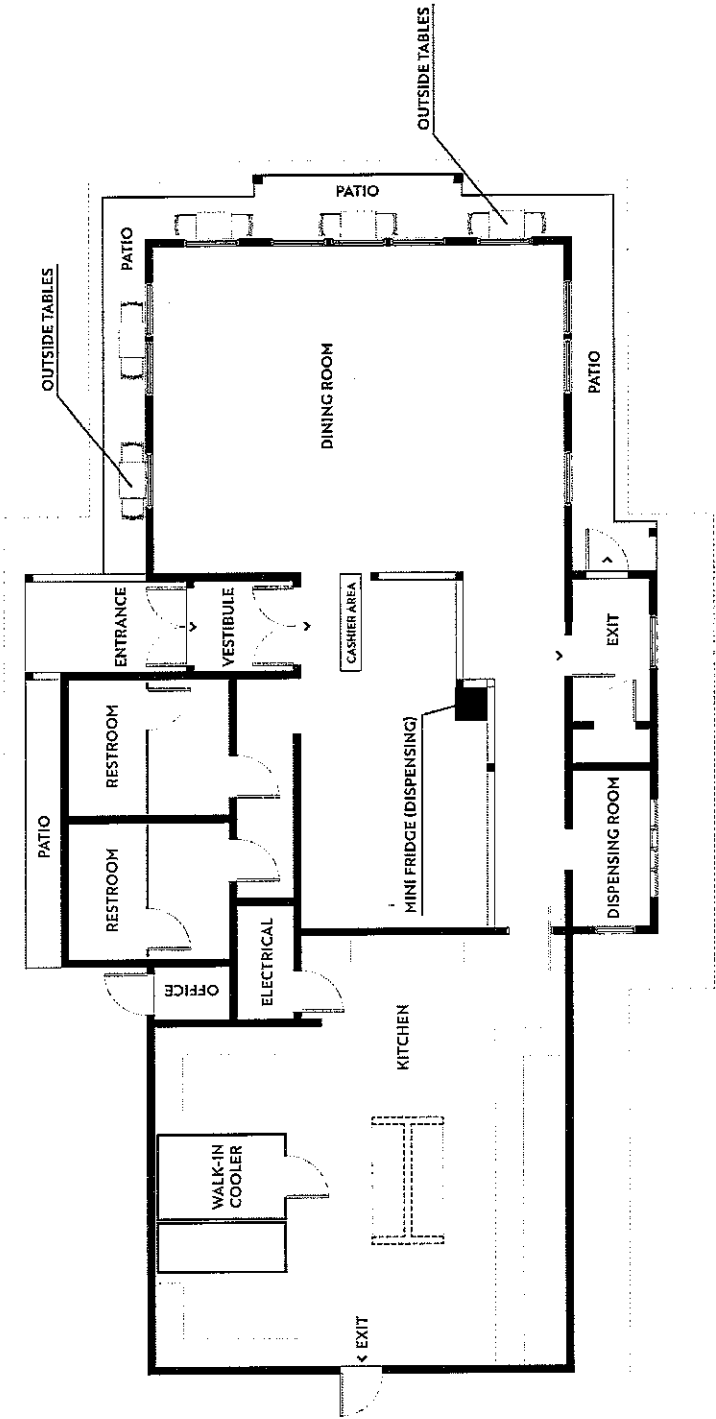


Director of Dept. of Ag.

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

BROADWAY

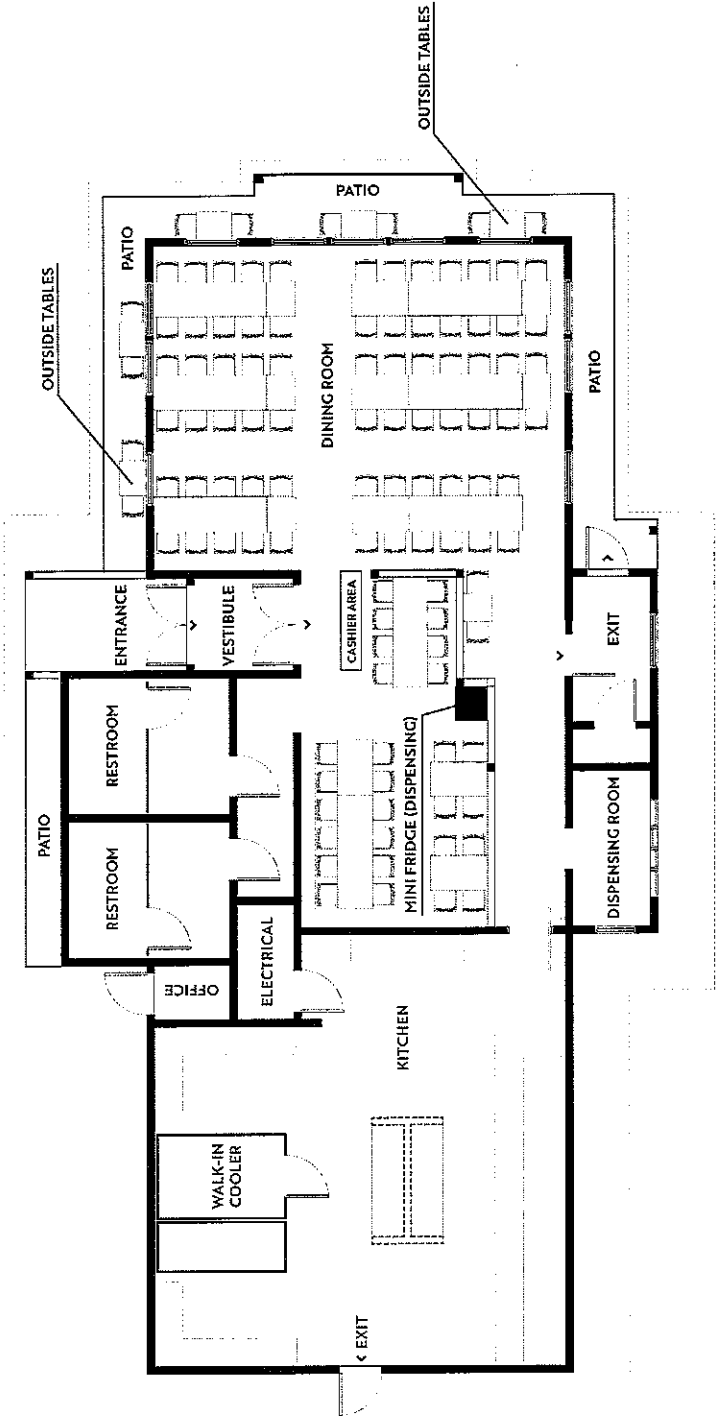
PEDESTRIAN PATHWAY



BAPP
KOREAN RESTAURANT
PRIMARY DISPENSARY

BROADWAY

PEDESTRIAN PATHWAY



BAPP
KOREAN RESTAURANT
PRIMARY DISPENSARY
100 PERSON SEATED FLOORPLAN



Lunch Specials 11am – 3pm

BAPP Bento Box

Served with rice and salad

SPICY PORK 14.99

BEEF BULGOGI 14.99

L.A. GALBI 19.99

STIR FRIED NOODLES

*Green & red bell Peppers, carrots, onions,
Red cabbage, bean sprouts & spinach*

CHOICE OF: Udon or Rice Noodle

Spice Level:

NO SPICE | MEDIUM | HOT SPICY

Protein Option: CHICKEN 13.99

FRIED TOFU 13.99 | SHRIMP 14.99

Extra Meat 6 | Fried Egg 2

LUNCH RICE BOWL

(Fresh Salad over Rice in a Bowl)

*Romaine, Cucumber, Cabbage, Avocado
& Sprouts*

PROTEIN OPTIONS:

SPICY PORK 13.99

SOY GINGER PATTY 13.99

FRIED TOFU 13.99

GRILLED CHICKEN (pulled) 13.99

SHRIMP 15.99

Suggested Add Ons:

Fried Egg 2 | Avocado 2.50

Purple Rice 3 | Kimchi 3.50

Cucumber Salad 3 | Miso Soup 3

Korean side dish Set (4sides) 7.50

Dried Nori (Gim) 2

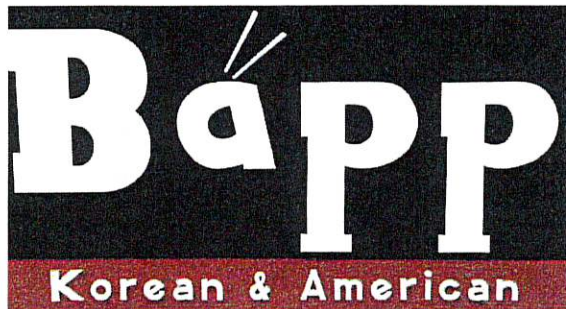
* Consuming Raw or undercooked meats, poultry, seafood, shellfish, or
eggs may increase the risk of foodborne illness *

** GF – Gluten Free / GFA – Gluten Free Available

** No Substitutions and/or Omissions **

***** 18% Gratuity will be added to Dine in Orders *****

ALL DAY MENU 11am - 9pm



Appetizers

Skewers: Tri-tip Beef in Bulgogi sauce 6.5 each
Shrimp in wing sauce 7.75 each
Chicken in Teriyaki sauce 6.5 each
Ahi Tuna Salad in gochujang vinaigrette* 14.75
Crispy Fried Tofu in Korean wing sauce 7.75
Kimchi Rice Balls with nori flakes GF 7.95
Steamed Broccolini w/Gochujang vinegar sauce 8
Korean Fried chicken wings 4pcs/8 or 8pcs/15
Fried Potstickers Pork 2pcs/4.25 4pcs/8
Veggie 2pcs/4.25 pcs/8

Korean BBQ

served with purple rice, salad and side dishes
Spicy Pork 28 Thinly sliced pork marinated in Bapp special sauce (sweet & hot)
L.A. Galbi (Beef Short Ribs) 33 Grilled cross cut beef short rib marinated in Bapp Special sauce (Soy based)
Beef Bulgogi 29 Thinly sliced beef marinated in savory sweet soy sauce

Noodles

Jjampong 23
Korean spicy seafood noodle soup, onion, zucchini, Clams, shrimp, mussels, calamari with udon noodle
Rice Noodle Available / Add side of Rice 3
Available with Beef instead of seafood.
Stir Fried Noodles
green and red bell pepper, broccolini, carrots, onions, red cabbage, bean sprouts and spinach
Choice of: Udon Noodle | Rice Noodle
Spice Level: NO SPICE | MEDIUM | HOT SPICY
Protein Options: Chicken 20 | Fried Tofu 19 | Shrimp 22 | Fried Egg 2 | Extra Meat 6
Add Ons: Extra Noodles 6 | Shiitake Mushroom 3.50
Celery 2.50 | Broccolini stem 2.50 | Zucchini 2.50

Stew / Jjigae

served with purple rice and side dishes
Sundubu* (Soft Tofu Stew) 24
clams, shrimp, mussels & egg Add kimchi 3

Rice Bowls

served with miso soup

Bibimbap*

Sautéed & cooled shiitake mushrooms, carrots & zucchini, cooked bean sprouts & spinach, lettuce & fried egg*
Protein Options: Fried Tofu GFA 20 | Beef Bulgogi 22 | Grilled Chicken (pulled) GFA 21 | Shrimp GFA 23

Dolsot Bibimbap*

served in Traditional Korean Hot Stone Bowl
Protein Options: Fried Tofu GFA 21 | Beef Bulgogi 23
Grilled Chicken (pulled) GFA 22 | Shrimp GFA 24

No.3 Bibimbap* (Fresh salad over rice in a bowl)

Romaine, cucumber, cabbage, avocado, sprouts & fried egg* Protein Options: Fried Tofu GFA 20 | Soy Ginger Beef Patty 21 | Spicy Pork 21 | Spicy Tuna (Albacore) 21 | Shrimp GFA 23 | Grilled Chicken (pulled) GFA 21

Ahi Tuna Bap* (Hoe-Deopbap) GFA 21

purple rice, celery, iceberg, cucumber, red cabbage, Lettuce & radish sprouts Double Tuna 28

Soup served with side of rice

Mandu Guk (Potsticker Soup) 21
Choice of Pork or Veggie
Veggies & Egg

Bapp Steak Burger with Fries 14.99

Ground cuts of brisket, rib & chuck on a brioche bun
Add Ons: Cheddar 2 / Swiss 2 / American 2 / Bacon 3 / Egg 1.50 / Kimchi 2.50 / Extra Patty 4.50

Sides

House made Miso Soup 3 / Avocado 2.50 / Purple Rice 3
Fried Egg* 2 / Dried Gim (Nori) 2 / Kimchi 3.50
Korean Side Dish Set (4 sides) 7.50 / Cucumber salad 3

Kid's Corner

Triangle Kimbapp 4.71
Spicy Pork, Spicy Tuna, Soy Ginger Beef or Veggie triangle shaped purple rice wrapped in dried seaweed
Chicken Tenders w/ rice 9 | Chicken Tenders w/ fries 9
Mac & Cheese w/ fries 8 | Grilled cheese w/ fries 9

* Consuming Raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase the risk of foodborne illness *

** GF – Gluten Free / GFA – Gluten Free Available

** No Substitutions and/or Omissions **

*** 18% Gratuity will be added to Dine in Orders ***

Local Brews

Snake River - Pako's IPA \$6
Snake River - Jenny Lake Lager \$6
Grand Teton - Amber Ale \$6
Melvin - Killer Bees Blonde Ale \$6
Melvin - Melvin IPA \$6
Roadhouse - Family Vacation Golden Ale \$8
Roadhouse - Walrus Hazy IPA \$8

Asian Brews

Kirin Ichiban \$6
Sapporo 22oz \$10

Classics

Michelob Ultra \$4
Budlight \$4

Local Liquors

Wyoming Whiskey \$10
Stillworks Vodka \$10
Great Grey Gin \$ 10

Straight out of Seoul

(Korea's Rice Wine)
Fresh Soju \$17
Strawberry Soju \$19
Green Grape Soju \$19

Red By The Bottle

Hanh Pinot Noir \$38
Kaiken Malbec \$38
Chateau St. Jean Cabernet \$38

White By The Bottle

Francis Ford Coppola Pinot Gris \$36
Cupcake Riesling \$36
Joel Gott Sauvignon Blanc \$36
Mer Soliel Chardonnay \$36

COLD DRINKS

Pepsi, Diet Pepsi, 7up
Dr. Pepper, Mountain Dew 3
Shirley Temple 3.50
Lemonade 3
Black Cherry Lemonade 3.25
Iced tea 3 / Arnold Palmer 3.50
Iced Honey Citron Tea (Decaf) 3.50
Iced Honey Ginger Tea (Decaf) 3.50
Canned Coke, Diet Coke, Sprite 3
San Pellegrino Products

HOT DRINKS

Hot Honey Ginger Tea (Decaf) 3
Hot Honey Citron Tea (Decaf) 3
Green Tea / Black Tea 3
Snake River Roasting Coffee 3
Korean Coffee Latte / Mocha 3

Boba Tea \$7

Milk Tea / Thai Tea / Taro
Red Bean / Coffee / Mocha
Matcha / Mango / Strawberry
Watermelon / Pineapple /
Banana / Chocolate / Honeydew

*Dairy free options: Soy milk, Almond milk

**Bursting boba subject to availability

* Consuming Raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase the risk of foodborne illness *

** GF - Gluten Free / GFA - Gluten Free Available**

** No Substitutions and/or Omissions **

Parties of 5 or more will be subject to 18% Gratuity/ limited to 2 cards per table transaction



Plan of Operation

Liquor License Application
Type:

Applicant: CCC's PBI LLC

DBA: Mountain Modern Motel

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

Mountain Modern Motel has expanded to create a curated resort experience, including all day food and beverage options for our guests to enjoy. We will have two locations serving food and beverage: Bapp, serving as the primary dining option for Mountain Modern, with Triple M serving as the secondary dispensary for alcohol. Bapp is a Korean American restaurant with full-service lunch and dinner menus. Hours of operation at Bapp are 11am to 9pm. Triple M features an all-day dining & beverage venue in a café style setting. For guests of Mountain Modern, Triple M is open daily from 7am –10am for breakfast, and 10am-9pm for casual drinks and bites. Triple M offers two service options for guests of Mountain Modern. The first is a grab 'n go option. This allows guests the flexibility to enjoy their food on their expeditions to Grand Teton and Yellowstone National Park, or just head up to their room to relax after a long day of adventures. The second is a counter-ordered option. Guests will order food and drinks at a café-style counter and their order will be delivered table side. Tables will be self-bussed by our guests and cleaned by the staff.

What type of alcoholic beverages will be available to customers?

Canned or bottled Beer, Wine, Bottled Soju(Korean), and cocktails.

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

For both Bapp and the Triple M, customers will order beverages at main counter, they will be provided a number to take with them to indicate their seating location and the beverages will be delivered to them by a staff member. Canned/bottled beverages will be opened before delivery to table, designated outdoor area or pool deck. Cocktails will be made in dispensing area and delivered to guest. Any cocktails delivered to designated outdoor areas, patio, or pool deck will be served in plastic cups.

What is the official building capacity?

Bapp Building capacity will be 100, Triple M is 99.

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

If so, include a sketch or site plan showing the outside area. Refer to floor plan and site plan.

If so, describe the outside area, including egress: Outdoor dining is available at Bapp on their patio as per the floor plan. Outdoor dining is available at the Triple M including picnic tables, lawn space, pool deck and fire pits with chairs. Guests can consume food and beverage ordered at the counter outside in any of these areas. The outdoor dining areas are accessible through the front entrance of The Triple M, as well as two additional side entrances. An overall site plan has been provided and labeled for outdoor locations. It is intended that alcohol will be allowed on entire campus. However, primary areas are fire pit and outdoor pool.

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

All employees preparing alcoholic beverages will be above the age of 21, and all employees serving alcoholic beverages will be above the age of 18. In addition to being TIPS certified, all employees will be trained on state and local regulations, and will act in accordance with Mountain Modern Motel's policies and procedures. The restaurants will have adequate signage stating that beverages are not permitted to be taken off property. Maps will be provided to highlight areas of consumption. Additionally, there will be always a manager or supervisor on duty to monitor and ensure these guidelines are being followed.

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

<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1) Kim Hyunnam	Bapp Restaurant Owner	bappinjh@gmail.com
2) Bruce Grosbety	VP Of Operations	bgrosbety@yarrowgroup.com
3) William Edwards	Triple M Restaurant Manager	William.edwards@mountainmodernmotel.com

Completed by: Bruce Grosbety

Date: 5/26/23

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



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

Name	CCC's PBI, LLC		
Filing ID	2015-000699253		
Type	Limited Liability Company	Status	Active

General Information

Old Name	Sub Status	Current
Fictitious Name	Standing - Tax	Good
	Standing - RA	Good
Sub Type	Standing - Other	Good
Formed in Wyoming	Filing Date	11/05/2015 5:25 PM
Term of Duration Perpetual	Delayed Effective Date	
	Inactive Date	

Principal Address

Jackson, WY 83001

Mailing Address

PO Box 844
Jackson, WY 83001

Registered Agent Address

James D Walter

PO Box 844
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	James D Walter

Notes

Date	Recorded By	Note
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Filing Information



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

Name **CCC's PBI, LLC**

Filing ID **2015-000699253**

Type Limited Liability Company

Status

Active

Most Recent Annual Report Information

Type	Original	AR Year	2022
License Tax	\$580.19	AR Exempt	N
AR Date	10/24/2022 2:26 PM	AR ID	07750737
Web Filed	N		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

Jackson, WY 83001

Mailing Address

PO Box 844
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
02642883	Original	11/08/2016	2016	\$322.82

Principal Address 1 Changed From: 275 Veronica Ln To: 275 Veronica Ln Suite 300

03109482	Original	11/09/2017	2017	\$750.44
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03889243	Original	10/24/2018	2018	\$357.16
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05190145	Original	11/01/2019	2019	\$362.71
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05956410	Original	10/19/2020	2020	\$497.96
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06818303	Original	10/18/2021	2021	\$474.51
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Principal Address 1 Changed From: 275 Veronica Ln Suite 300 To: 25 S Willow Street Ste 200

07750737	Original	10/24/2022	2022	\$580.19
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Amendment History

ID	Description	Date
2021-003303073	RA Address Change	08/24/2021
2017-002153237	Delinquency Notice - Tax	11/02/2017
2016-001970712	Delinquency Notice - Tax	11/02/2016
2016-001907351	Change of Agent	05/24/2016

Registered Agent # Changed From: 0162225 To: 0184260

Registered Agent Organization Name Changed From: C T Corporation System To: No Value

Registered Agent First Name Changed From: No Value To: James

Registered Agent Middle Name Changed From: No Value To: D

Filing Information



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

Name **CCC's PBI, LLC**

Filing ID **2015-000699253**

Type Limited Liability Company

Status

Active

Registered Agent Last Name Changed From: No Value To: Walter

Registered Agent Physical Address 1 Changed From: 1908 Thomes Ave To: 275 Veronica Ln Ste 300

Registered Agent Physical Address 2 Changed From: No Value To: PO Box 844

Registered Agent Physical City Changed From: Cheyenne To: Jackson

Registered Agent Physical County Changed From: Laramie To: Teton

Registered Agent Physical Postal Code Changed From: 82001 To: 83001

2015-001812938 RA Address Change

11/09/2015

2015-001784117 Contact Update

11/05/2015

Contact Update Date Changed From: No value To: 11/05/2015

See Filing ID Initial Filing

11/05/2015

STAFF REPORT



Meeting Date:	August 7, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Legal/Administration	Presenter:	Tyler Sinclair & Lea Colasuonno
Agenda Item:	Request to Amend Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present to Council Snow King Mountain Resort, LLC's ("SKMR") request to amend its lease agreement with the Town.

Requested Action.

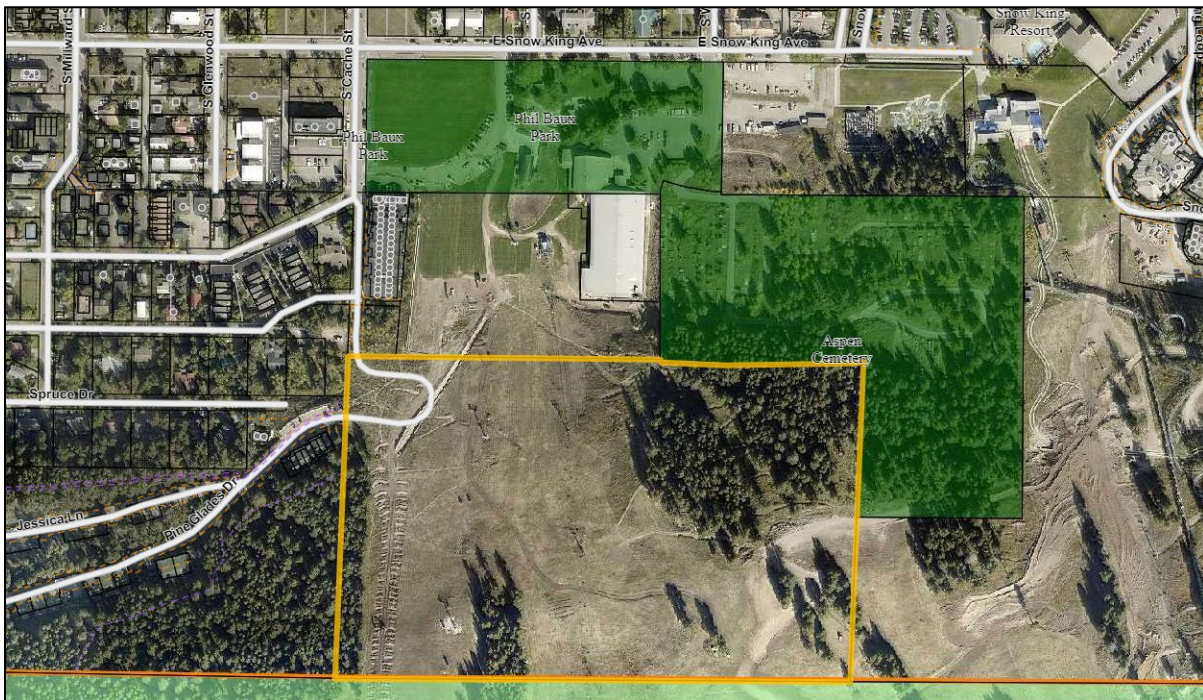
SKMR is requesting an amendment to the Gondola and Cougar Lease Agreement ("Lease") to extend the timeline for construction completion from April 26, 2023, to May 1, 2024 and to amend the exhibit outlining improvements required in Phil Baux Park.

Recommendations.

Staff recommends approval as presented.

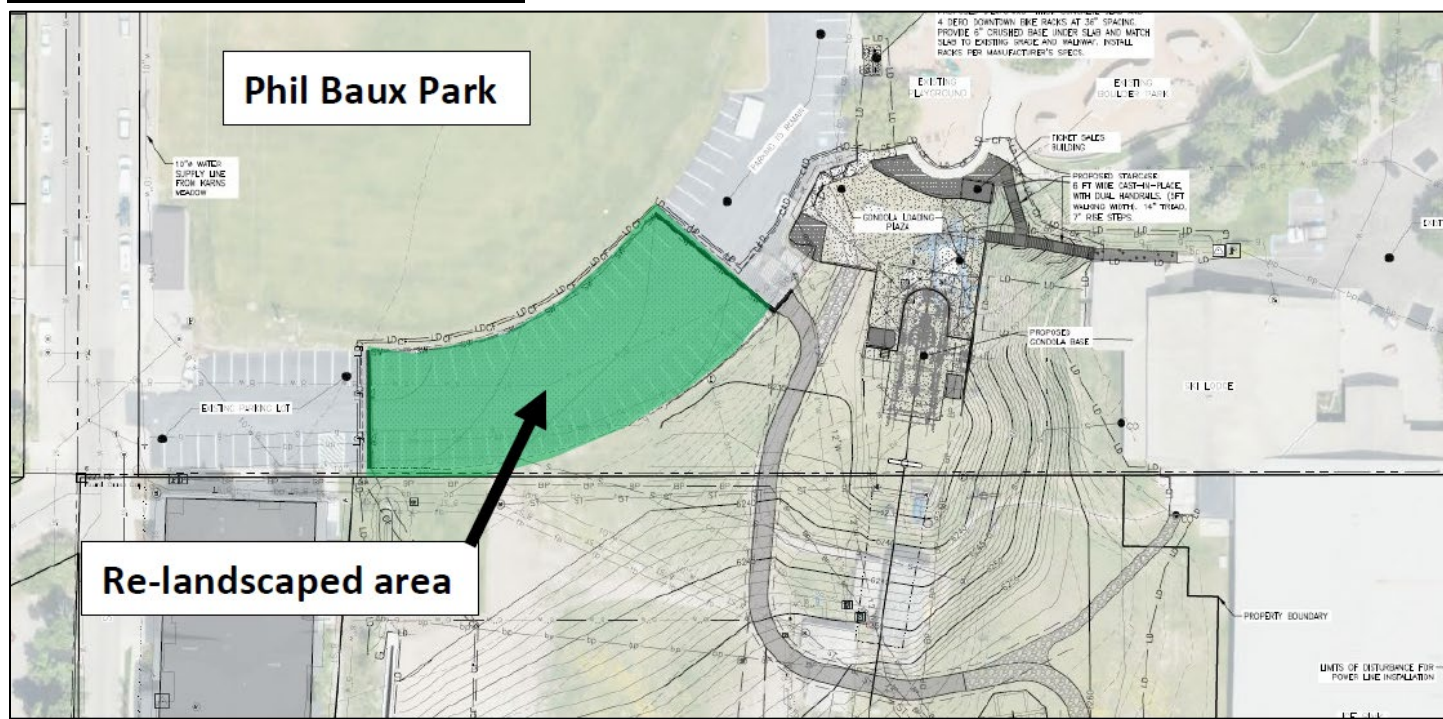
Background.

In conjunction with the Gondola Conditional Use Permit (CUP) for SKMR (P19-242), the Town entered into a Lease with SKMR on July 27, 2020. The Lease permits the placement of a Gondola base facility and associated improvements (towers, a ticket booth, and a staging plaza on Town property) in Phil Baux Park. Additionally, the Lease permits the use of the Town-owned Mountain Tract Parcel (in yellow below) for the ski facilities and improvements associated with the replacement of the Cougar Lift and Gondola.



The Lease agreement includes a deadline of April 26, 2023, for SKMR to complete all Gondola related construction, specifically including removing all pavement in the center portion of the parking lot in Phil Baux Park and returning the area to grass. This Lease requirement correlates with Condition No. 3 of the Gondola CUP. The visual below highlights in green the area of Phil Baux Park at issue. In total, 45 of the 94 parking spaces will be eliminated with the advent of more Park space.

Existing Approval Phil Baux Parking Plan



On February 27, 2023, the Town Council approved a CUP Amendment (P22-198) to the original Gondola CUP. Specific to that approval, Condition #3, related to the re-landscaping of the center portion of the parking lot, was amended to read as follows:

Condition #3

- a) Extend the deadline for Completion of Construction of the relandscaped area to May 1, 2024.
- b) Amend the area and associated exhibits to be relandscaped to approximately the same area encumbered by the Tube Park in the winter.
- c) Require a bond in 125% of the cost to complete the relandscaped area adjusted for annual construction cost inflation until such time the work is completed.

Since February 2023 approval, staff worked with SKMR to develop an exhibit that best encumbers the winter tube park, but also improves circulation by adding a hammerhead turnaround and increasing the amount of parking along the east side of the ball field near the Snow King vehicular entrance. As proposed, 38 of the overall 94 spaces would be removed and 13 spaces would be added, leaving 69 spaces. This is an increase from the current approved plan which results in only 49 spaces. The visual below highlights in green the area of Phil Baux Park at issue:

Proposed Phil Baux Parking Plan



Analysis & Key Policy Questions.

The negotiation of this Lease took multiple years and the final terms and conditions were balanced between the parties after the protracted negotiation. The requirement to remove the pavement in Phil Baux Park is an initial step in the Town's overall plan of Park improvements laid out in the conceptual Redevelopment Masterplan for Phil Baux Park. However, the removal of the pavement and resodding of the center portion of Phil Baux Park by SKMR was never contingent upon the Town redeveloping the rest of Phil Baux Park. Moreover, as part of the "gives and takes" of the negotiation process for this improvement to be done by SKMR, SKMR's rent was both abated and reduced as follows:

2-Year Rent Abatement; Phase I Improvements. "Phase I Improvements" to Phil Baux Park are defined herein to include: (i) re-grading, (ii) removal of ballfield and associated improvements, (iii) sodding, (iv) irrigation, (v) curb and gutter. In consideration of Tenant completing the "Phase I Improvements" to Phil Baux Park prior to opening the Gondola to the public, Tenant shall not be required to pay Rent to Landlord for 2 years from the date of Construction Completion of the Gondola. After 2 years of not paying Rent as permitted hereunder, Tenant shall resume paying Rent as provided in this Section. Tenant shall have reasonable access over Phil Baux Park necessary to complete Phase I Improvements.

SKMR's failure to comply with the April 26th deadline results in liquidated damages of \$500 per day until all associated improvements are completed and satisfactorily inspected by the Town.

Key Policy Question #1: A key policy question for this item is whether the proposed parking exhibit satisfies the Council's condition of approval from the CUP Amendment to amend the parking area and associated exhibits to be relandscaped to approximately the same area encumbered by the Tube Park in the winter. As stated above under the **Background** section, Planning, Engineering, and the applicant have spent a considerable amount of time developing an exhibit with a re-landscaped area that best encumbers the winter tube park. Acknowledging that the tube park's boundary slightly shifts from year to year, both staff and the applicant agreed that the proposed location best articulates its boundaries.

Key Policy Question #2: A second key policy question is whether the Council is comfortable with the additional parking proposed along the east side of the ballfield just south of the Snow King entrance. Based on the conversations at the Council meeting for the CUP Amendment, the loss of parking was a concern, especially since parking on the south side of Snow King Avenue is no longer available during summer due to the bike lane. In response to those concerns, staff is proposing 13 additional spaces. The applicant supports these additional spaces.

In terms of next steps, the following actions will be taken:

1. The applicant will apply for an addendum (i.e., amendment) to their Grading & Erosion Control (GEC) permit to reflect the Council-approved changes to the parking lot. Along with the GEC addendum, a bond for 125% of the cost to complete the relandscaped area will be required.
2. An amended lease will be brought back before the Council reflecting the final approved parking exhibit and new construction deadline of May 1, 2024.
3. All work in the GEC, which includes relandscaping the parking lot, will be completed and satisfactorily inspected by the Town by no later than May 1, 2024. Failure to comply with the May 1st deadline will result in liquidated damages of \$500 per day until all associated improvements are completed and satisfactorily inspected by the Town.
4. A restated lease will be brought back to the Council after all work in the GEC permit is completed. This lease restatement will be a simplified version that removes all construction-related items that have been satisfied.

Possible Alternatives.

Since the Town Council already extended the construction deadline to May 1, 2024, as part of the most recent CUP Amendment, staff is providing the following alternatives:

1. The Council could direct staff to change the parking exhibit to increase or decrease the amount of parking. This alternative is provided in the event the Council finds that the landscape area should be increased, decreased, or redesigned. In addition, this alternative is provided in the event Council disagrees with staff's proposal to add the 13 spaces on the east side of the ballfield.
2. The Council could direct staff to keep the parking lot as it currently is until a future date when the Town has a Master Plan for Phil Baux Park. Under this alternative, no re-landscaping of the parking would occur, nor would additional parking be created on the east side of the ballfield.
3. Other.

Comprehensive Plan & Priority Alignment.

Not applicable.

Public Comment.

Staff has not received any new public comment at the time of writing this report.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of staff time to review and write this report is roughly 20 hours.

Attachments or Links.

Letter from SKMR Re: Gondola Lease Amendment – Construction Deadline Extension
Proposed Phil Baux Park Parking Exhibit

Suggested Motion.

I move to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC, that includes: 1) revised Exhibits C and D consistent with direction from this August 7, 2023 Council Meeting; 2) waiver of the liquidated damages accumulated to date and until May 1, 2024; and 3) extension of the deadline for Completion of Construction to May 1, 2024 (after which liquidated damages will apply).



October 17, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Tyler Valentine
Senior Planner
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Sinclair

RE: Gondola CUP Amendment – Insufficiency Letter Response

Dear Tyler,

In response to your letter dated August 19, 2022, I would like to provide the following requested additional information with respect to the Gondola Conditional Use Permit Amendment.

1. We would like to specifically amend Gondola Conditional Use Permit conditions of approval 3, 10, and 11. These conditions are stated below:

3: A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The financial responsibility of such improvements shall be determined by lease agreements.

10: The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00pm in the summer and 9:00pm in the winter for general use of the restaurant and events. The gondola may run for one hour after closing of these facilities to accommodate staff and closing operations.

11: The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory at a later date.

With respect to requirement 3, due to the fact that there is currently no Town Council approved plan for Phil Baux Park redevelopment, nor Town funding for the redevelopment of the park, we would like to propose retaining the current functionality of the parking loop. In lieu of removing the central area of the parking lot and replacing it with grass we would like to propose paying for needed maintenance work on the parking lot as well as the installation of chair lift benches in the park associated with the JH Public Art Square to Summit Community Connector Chairlift project.



We propose amending condition number 3 to read as follows:

Snow King Mountain will pay for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project.

Snow King Mountain is currently undertaking construction of a \$5M planetarium and observatory to provide a unique public education and research facility to our community and visitors. This facility will contain a 1-meter telescope with state-of-the-art stabilization technology for viewing the universe, an 8-meter planetarium dome for viewing images seen through the telescope as well as other educational programs, and a 40-person classroom for lectures on astronomy. In order to successfully and sustainably operate this facility long into the future, Snow King requires the use of the gondola for late night operations as well as the ability to use the summit building to serve guests at the summit during evening operations both to provide an exceptional experience as well as to financially sustain and support observatory operations.

We propose deleting CUP condition number 11 and amending condition 10 to read as follows:

Snow King Mountain will ensure that all operations of the gondola and summit amenities serving the observatory after 10:00pm in summer and 9:00pm in winter will abide by dark sky compliance ordinances.

2. Regarding changes to Phil Baux park, as mentioned above, we propose paying for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs as needed throughout the park, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project. It is estimated that the cost of this work combined is approximately \$50,000. Snow King proposes to work with staff on the exact location and number of chair lift benches to be installed in the park up to a maximum of 6. We believe we have gone above and beyond minimum requirements for beautification at the base of the mountain with the improvements that have been made to date. Well over \$1M has been invested in landscaping, the hardscape gondola plaza with snowmelt system, stairs connecting the upper parking lot and gondola plaza with snowmelt system, asphalt pathway to the lodge room, irrigation system for the base area, replacement of the Town's old clay sewer line from the ice rink, relocation of park irrigation, and bike parking for the park. That investment is a small fraction of the overall investment into the gondola, relocation of the Cougar lift, upgrades to snowmaking, and other upgrades to the base of the mountain that will benefit the community for decades to come.



3. This amendment complies with all 8 of the findings in section 8.4.3.C of the Town of Jackson Land Development regulations listed below:
 1. Is an appropriate site for the use in consideration of a comprehensive community -wide location study for the use;
 2. Will not constitute a substantial physical hazard to a neighboring property; and
 3. Will not have a significant adverse effect on publicly-owned land;
 4. Minimizes adverse environmental and visual impacts to the extent possible, considering the nature and essential existence of the use;
 5. Will not damage or contaminate a public, private, residential, or agricultural water supply source;
 6. Complies with all standards imposed on it by all other applicable regulatory agencies;
 7. Complies with all relevant standards of these LDRs and other Town Ordinances; and
 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.
4. As indicated in the letter dated September 14th regarding the construction deadline, we will not be able to meet the 4/26/23 deadline for completion of all construction associated with the Gondola CUP. A number of construction delays have prevented us from completing all items as required by the deadline. Recognizing that we have acted in good faith on continued progress over the past two years, we would like to request an extension of three months on the construction deadline for the Gondola and Cougar Lease Agreement. This extension will ensure we are able to secure contractors to complete whatever remaining work is agreed upon with the Council as soon as possible next summer.

Please let me know if you have any additional questions.

Sincerely,

Ryan Stanley

LAYOUT: PARKING EXHIBIT*4604 - - PRINTER/PLOT3: DWG To PLE.pc3 - - PAGE SETUP: 2024.dwt, BW - - PLOTTER: HP DesignJet T1100e - - DATE/TIME: 4/28/2023 11:37:46 AM
DWG NAME: S:\Proj\2019\262-01_Snow King Summit Exhibit\Working Exhibit.dwg - - DATE/TIME: 4/28/2023 11:37:46 AM



DRAWING NO	JOB TITLE	DRAWING TITLE	REVISIONS			
			DATE	BY	CHKD	APPD
1	PHIL BAUX PARK	PARKING EXHIBIT	5/11/2023	SK	DD	
19-262-01						

**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

STAFF REPORT



Meeting Date:	August 7, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Paul Anthony
Agenda Item:	SUBJECT: ITEM P21-333: Second Reading for Ordinance Q	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at Second Reading Ordinance Q to update the Town of Jackson's Land Development Regulations (LDRs) to update the definitions and standards related to short-term rentals in residential neighborhoods.

Requested Action.

Staff requests consideration of Ordinance Q to modify the following sections of the Town of Jackson's LDRs as it relates to related to short-term rentals in residential neighborhoods:

1. LDR Section 6.1.4 Residential Uses
2. LDR Section 6.1.5 Lodging Uses
3. LDR Sections 2.2.2.C; 2.2.3.C; 2.2.4.C; 2.2.5.C; 2.2.6.C; 2.2.7.C; 2.2.8.C; 2.2.9.C; 2.2.10.C; 3.3.1.C.
4. LDR Section 6.3.2.C

The proposed redline changes are the same as changes approved by the Council in May except for minor grammatical corrections and the addition of a 5-year penalty per Council direction for those who violate the STR requirements. This penalty will impose a 5-year probation period in which the landowner will not be permitted to obtain a STR permit.

As it has been a while since the Council has considered this item, please see the below summary of the key changes to the LDRs:

1. Define a Short-term Rental use as a rental/occupancy of less than 30 days;
2. Define a long-term Residential as a rental/occupancy of 30 days or more;
3. Limit the number of Short-term Rentals to a maximum of 3 rentals per year in residential zones
4. Limit the total number of Short-term Rental days to 60 total rental days per year;
5. Exempt Short-term Rentals in residential zones from housing mitigation requirements;
6. Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to all residential zones;
7. Require notification to neighbors by applicant within 200 ft of Short-term Rental use;
8. Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).
9. Impose a 5-year ban on approval of STRs permits for landowner found to be in violation of the STR requirements.

In addition to approval of Ordinance Q, Council directed staff to draft resolutions to repeal 5.60 Residential Short-Term Rental Permits in the Municipal Code and the Town's Fee resolution. These two resolutions will be presented concurrent with the third reading of this ordinance. The effect will be to eliminate the existing separate STR business license requirement, so that STRs in both residential and commercial zones need only to get a BUP and annual business license to operate, similar to any other business in town.

Recommendation.

The Community Development Director recommends approval of Ordinance Q as presented in this staff report.

Background.

At the May 1, 2023, Town Council regular meeting, Town Council approved the proposed amendments and directed staff to prepare an Ordinance to amend the LDRs as presented. In its discussion on this item (P21-333) during the same meeting, Town Council asked that staff add a penalty provision for properties found to have violated the new STR program. Council discussed a 3-year penalty or probation period to deter future violations but staff noted that the existing penalty is 5 years in the STR licensing requirements so that we should keep the same penalty provision. This penalty provision has been added by staff to the first and second reading for Ordinance Q for Council's consideration.

Factors for Consideration

Below are the factors that the Council considered at a regular meeting on May 1, 2023.

Zoning Text Amendment (P21-333): Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. One of the primary purposes of the LDRs is to implement the community's goals in the Comprehensive Plan for protecting community character in both our commercial and residential areas. The Town's zone districts, more particularly, are crafted to specify the amount, type, and location of development to best balance the community's goals for development and to create transparent and enforceable regulations. The proposed amendment is consistent with this goal by clarifying the rules for Short-term Rentals that have been very confusing in residential neighborhoods.

2. Improves the consistency of the LDRs with other provisions of the LDRs;

Complies. The proposed LDR amendment will improve consistency and clarity between how STRs are regulated compared to all other uses. The current reliance on the 2007 STR interpretation has created much confusion among, staff, the public, and landowners. Addressing neighbor complaints has been a challenge because of the lack of transparency in how the STR program is supposed to work in residential areas. The proposed amendment seeks to address these deficiencies by providing a clear STR framework and process in which the roles of Town staff, neighbors, and landowners is much more clearly defined.

3. Provides flexibility for landowners within standards that clearly define desired character;

Complies. Staff finds that the proposed text amendment provides adequate flexibility for landowners to reasonably use their property for STR rental use in a way that also protects the residential character in our residential zones, including those in Stable subareas.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. The proposed amendment is driven largely by the need to respond to a significant increase in demand for STRs and the rapidly changing online marketplace for booking STRs. Covid too has increased local demand for a wider variety of STR options throughout the year. Thus, current STR forces have overwhelmed our existing STR program and created the need for the proposed amendment.

5. *Improves implementation of the Comprehensive Plan; and*

Not Applicable per Wyoming State statute.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment will improve consistency between how STRs are regulated in the LDRs and in the Municipal Code. The current Municipal Code requirements create special rules for STRs inside of the Lodging Overlay that are different from all other allowed uses in the LDRs and so creates confusion. Adoption of the proposed LDRs amendments, coupled with the repeal of 5.60 in the Municipal Code, will significantly improve of the LDRs with other Town Ordinances.

ATTACHMENTS OR LINKS

Ordinance Q

SUGGESTED MOTION

I move to approve Ordinance Q on second reading.

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1210 THROUGH 1217, 1222, 1278, 1299, 1313, 1314, 1316, 1324, AND SECTIONS 2.2.2.C THROUGH 2.2.10.C, 2.3.13.C, 3.3.1.C, 6.1.4, 6.1.5, AND 6.3.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SHORT TERM RENTAL UNITS.

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. 1198 and 1313 and Section 6.1.4 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

LDR Section 6.1.4 Residential Uses

6.1.4.A. All Residential Uses

1. Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for long-term permanent living, sleeping, eating, cooking, and sanitation and not for short-term transient lodging or short-term rental use.

6.1.4.A.2. Standards

- a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to fewer than 30 consecutive days unless approved for short-term rental use. Short-term rental of fewer than 30 consecutive days shall be considered a lodging use subject to the standards of Sec. 6.1.5. A time-share condominium is considered a residential use as long as the ownership intervals are more than 30 consecutive days. Any ownership intervals of less duration shall be considered a lodging use.

SECTION II.

Section 1 of Town of Jackson Ordinance No. 1196 and Section 6.1.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

LDR Section 6.1.5 Lodging Uses

6.1.5.A. All Lodging Uses

1. Definition. A lodging use is a sleeping unit or residential unit, or portion of a residential unit, rented such that occupancy is limited to fewer than 30 consecutive days.

6.1.5.C. Short-term Rental Unit

1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to fewer than 30 consecutive days.

2. Standards

- a. No residential unit or portion of a residential unit may be rented so as to limit occupancy to fewer than 30 consecutive days unless permitted for short-term rental.

Example of prohibited residential use: The owner of a house located in a residential zoning district outside of the Lodging Overlay (e.g., NL-5), executes a lease for 30 days but restricts occupancy of the tenant to only 7 days. This arrangement, or any other similar lease arrangement, is not a residential use. It is a short-term rental use that requires a BUP permit per the LDRs.

- b. Developments that have been approved for short-term rental use of fewer than 30 consecutive days prior to November 9, 1994, will be allowed to continue such rental use in accordance with Div. 1.9. or in accordance with the PUD approval, whichever is applicable.
- c. A short-term rental unit shall be subject to the stricter of the two standards when residential and nonresidential standards both apply.

EXAMPLE: A short-term rental unit is subject to lodging affordable workforce housing requirements rather than residential affordable workforce housing requirements. See also 6.3.5.C.1.a when changing use from residential to short-term rental

- d. Short-term rental use in residential zone districts NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR is limited to a maximum of three separate rentals per calendar year for a maximum of 60 total rental days.
- e. Short-term rental use in the NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones requires notification of neighbors, including any HOA governing the applicant's property, according to the requirements of Sec. 8.2.14.C.2. prior to approval of the BUP. Notice shall be done by applicant and shall contain the contact information, including phone number and email address, of person(s) designated to be responsible to address all questions and complaints on a 24-hour/365-day basis about the operation of the Short-term rental.
- f. A business license shall be approved either prior to or concurrent with issuance of the BUP.
- g. All BUPs for short-term rental use in a residential zone expire on December 31 annually.
- h. A property found to be in violation of any requirement in Section 6.1.5.C shall not be issued a BUP for a short-term rental unit for a minimum of five years.

SECTION III.

Section 1 of Town of Jackson Ordinance Nos. 1210, 1313, and 1324 and Section 2.2.2.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Add "Short-term Rental Unit" use as a Basic Use Permit (BUP) in each residential zone as an Accessory Use as shown below (NL-1 through NL-5, NM-1, NM-2, NH-1, OR, and R).

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	(E.2.)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION IV.

Section 1 of Town of Jackson Ordinance Nos 1211, 1313, 1324 and Section 2.2.3.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	1 unit per lot	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2	
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION V.

Section 1 of Town of Jackson Ordinance Nos 1212, 1313, 1324 and Section 2.2.4.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59 \cdot \ln(sf)))/2.176$
Transportation/Infrastructure					
Utility Facility (6.1.10C.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	1 unit per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION VI.

Section 1 of Town of Jackson Ordinance Nos. 1213, 1313, 1324 and Section 2.2.5.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59 \cdot \ln(sf)))/2.176$
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	2 units per lot	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION VII.

Section 1 of Town of Jackson Ordinance Nos. 1214, 1299, 1313, 1324 and Section 2.2.6.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1) (E.2)	B	2 units per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION VIII.

Section 1 of Town of Jackson Ordinance Nos. 1215, 1313, and 1324 and Section 2.2.7.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	(E.1)	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Attached Single-Family Unit (6.1.4.C.)	B	1 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.1)	B	(E.1)			$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	(E.1)	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION IX.

Section 1 of Town of Jackson Ordinance Nos. 1216, 1313, 1316, and 1324 and Section 2.2.8.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.E.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION X.

Section 1 of Town of Jackson Ordinance Nos. 1217, 1313, 1316, and 1324 and Section 2.2.9.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot (max)	n/a		exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XI.

Section 1 of Town of Jackson Ordinance Nos. 1222, 1313, and 1324 and Section 2.2.10.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Family Home Daycare (6.1.11.E.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/drop-off	

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XII.

Section 1 of Town of Jackson Ordinance Nos. 1278, 1313, and 1324 and Section 2.2.13.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	n/a	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
Mobile Home (6.1.4.E.) (E.1)	B	0 sf	n/a	2/DU	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	0 sf	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	0 sf	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Home Occupation (6.1.11.D.)	B	0 sf	n/a	n/a	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	0 sf	1 unit per lot		
Temp. Gravel Extraction and Processing (6.1.12.E.)	B	0 sf	n/a	1/employee	exempt

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XIII.

Section 1 of Town of Jackson Ordinance Nos. 1074 and Section 3.3.1.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Short-term Rental Unit	B	1 unit per lot	n/a	1 DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	(E.2.)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

Add: "Short-term Rental Unit" as BUP as shown above as an Accessory Use

SECTION XIV.

Section 1 of Town of Jackson Ordinance Nos. 1278 and 1313 and Section 6.3.2.C of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

14. Short-term rental unit in the following residential zones: NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, MHP, OR, and R.

SECTION XV.

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

SECTION XVI.

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 XVII.

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

PASSED 1ST READING THE 17 DAY OF July, 2023
PASSED 2ND READING THE DAY OF , 2023.
PASSED AND APPROVED THE DAY OF , 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, 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 _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1192 AND JACKSON MUNICIPAL CODE SECTION 12.32.030 REGARDING PATHWAYS SPEED LIMITS 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 No. 1192 and Jackson Municipal Code 12.32.030(B) are hereby amended and reenacted to read as follows:

- 12.32.030 Speed limits.
- A. No person shall operate a device on a pathway at a greater speed than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.
- B. Except when a special hazard exists that requires lower speed for compliance with subsection A above, the speed limit on the pathway shall be established by the Town and indicated and posted on appropriate signs.
- (Ord. ____ § 1, 2023; Ord. 1192, § 1, 2018)

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed 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 17 DAY OF JULY , 2023.

PASSED 2ND READING THE _____ DAY OF _____, 2023.

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

Riley Taylor, 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 _____, 2023.

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

Riley Taylor, Town Clerk

ORDINANCE S

AN ORDINANCE REPEALING SECTION 1 (IN PART) OF ORDINANCE 1192 AND JACKSON MUNICIPAL CODE SECTIONS 12.32.040 AND 12.32.060 REGARDING PATHWAYS 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.

The following are hereby repealed:

- a. Section 1 (in part) of Ordinance No. 1192 and Jackson Municipal Code 12.32.040.
- b. Section 1 (in part) of Ordinance No. 1192 and Jackson Municipal Code 12.32.060.

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 17 DAY OF JULY, 2023.

PASSED 2ND READING THE _____ DAY OF _____, 2023.

PASSED AND APPROVED THE _____ DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, 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 _____, 2023.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	August 7, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance T, An Ordinance Repealing the Regular Meeting Schedule to Allow Setting Regular Meetings by Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to act on Ordinance T, that repeals regular meetings set by ordinance so that a resolution can be presented to amend Council's regular meeting schedule.

Requested Action.

Staff requests Council review and approve the changes to the Town Council regular meeting schedule and act on Ordinance T at first reading as presented.

Recommendations.

Staff recommends the Town Council approve the changes to Council regular meeting schedule and approve Ordinance T at first reading repealing Section 2.04.010 of the Municipal Code.

Background.

Council provided direction at their July 17, 2023 Town Council meeting to:

- 1) change how the Town establishes meetings (setting the regular meeting schedule by resolution instead of by ordinance).
- 2) hold regular meetings the next week (on Monday) when the regular meeting falls on a holiday.
- 3) begin Joint Information Meetings at 1:30pm (instead of 3:00pm).
- 4) add regular meetings on certain Tuesdays in April and May (to accommodate budget discussions).

Wyoming Statute §16-4-404 currently states, in relevant part:

(a) In the absence of a statutory requirement, the governing body of an agency shall provide by ordinance, resolution, bylaws or rule for holding regular meetings

The Jackson Municipal Code § 2.04.010 states:

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. on the first and third Mondays of each month of the year, unless such day is a legal holiday, and then such meeting shall be held at 6:00 p.m. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
- B. At 3:00 p.m. on the third Monday of each month of the year, unless such day is a legal holiday, and then such meeting shall be held at 3:00 p.m. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
- C. At 3:00 p.m. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming, unless such day is a legal holiday, and then such meeting shall be held at 3:00 p.m. on the second Monday of that month and 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.

Should Council adopt this ordinance on 3 readings, staff will advertise the ordinance so that it is effective on September 20, 2023, present a resolution at the September 18 meeting setting forth the regular meeting schedule (including the approved amendments to that schedule), and present updated Council Rules and Procedures reflecting changes associated with the resolution.

In addition to the changes proposed for the Rules and Procedures related to the regular meeting schedule, additional changes are also proposed. A comprehensive draft of the updated Council Rules and Procedures is attached to this staff report, which contains updates related to:

1. Council Liaison roles,
2. Mayor Pro Tempore and acting Mayor Pro Tempore,
3. Regular meetings,
4. Allowance for virtual public comment and presentations,
5. Clarification for meetings called by a majority of Council,
6. Updated language for Rules of Decorum proposed by the Town Attorney based on recent case history,
7. Changes reflecting the updated deadlines and publication dates for Council agendas and packets,
8. Clarification for Scoping Reports, and
9. Removal of language regarding upcoming meeting agendas (to accommodate the recent change that upcoming agendas are included in workshop packets).

Analysis.

All key policy questions were answered at the July 17, 2023 Council meeting.

Possible Alternatives.

The Town Council could choose to delay adoption of Ordinance T or make another decision regarding regular meetings and how they are set.

Comprehensive Plan & Priority Alignment.

In order to successfully implement the vision and common values in the comprehensive plan, set a transparent and reliable schedule for the public to engage in local government, provide quality community services, and to follow Wyoming laws, a regular schedule for Town Council meetings is necessary.

Fiscal Impact.

Once ordinances are adopted, there are costs associated with advertising that may run approximately \$1000 per ordinance, depending on the length. Resolutions are advertised as part of the minutes resulting in an increased cost for minutes publication of approximately \$150 - \$700 depending on length. There is no direct cost to amend the Rules and Procedures to change the schedule for regular meetings.

Staff Impact.

Staff estimates the time involved with all of the steps as follows:

Staff Impact of Regular Meeting Time Review		
Task	Departments	Estimated Hours
Research of Initial Issue	Administration	2
Staff Report Prep & Review for July 17	Administration, Legal	5
Ordinance Prep & Review for July 17	Administration, Legal	2
Staff Report Prep, Ord Prep, Reso Prep & Review for August 7 1st Rdg	Administration, Legal	3
Updating Rules and Procedures	Administration	2
Staff Report Prep for Rules & Procedures Update	Administration, Legal	4
Advertising, Printing, Executing, Archiving & Posting Adopted Ordinances	Town Clerk	3
Checking Work of MuniCode for Municipal Code Updates	Town Clerk	2
		23

Attachments or Links.

Ordinance T Repealing Municipal Code Section 2.04.010.

Draft Resolution Setting Forth the Updated Regular Meeting Schedule.

Draft Amendments to the Council's Rules and Procedures reflecting this change.

Suggested Motion.

I move to approve Ordinance T at first reading.

ORDINANCE T

AN ORDINANCE REPEALING SECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NOS. 1337 AND 872; SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1302, 1002, 457, 384, 360, 145B (1973), 145B (1974), 145A AND 145; AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING 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.

The following are hereby repealed:

- a. Section 1 (part) of Ordinance No. 1337 and Jackson Municipal Code 2.04.010.
- b. Section 1 of Ordinance No. 1302 and Jackson Municipal Code 2.04.010.
- c. Section 1 of Ordinance No. 1002 and Jackson Municipal Code 2.04.010.
- d. Section 1 (part) of Ordinance No. 872 and Jackson Municipal Code 2.04.010.
- e. Section 1 of Ordinance No. 457 and Jackson Municipal Code 2.04.010.
- f. Section 1 of Ordinance No. 384 and Jackson Municipal Code 2.04.010.
- g. Section 1 of Ordinance No. 360 and Jackson Municipal Code 2.04.010.
- h. Section 1 of Ordinance No. 145B (1973) and Jackson Municipal Code 2.04.010.
- i. Section 1 of Ordinance No. 145AB (1974) and Jackson Municipal Code 2.04.010
- j. Section 1 of Ordinance No. 145A and Jackson Municipal Code 2.04.010.
- k. Section 1 of Ordinance No. 145 and Jackson Municipal Code 2.04.010.

(Ord. ____ § 1, 2023; Ord. 1337 § 1, 2022; Ord. 1302 § 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. 145B § 1, 1973; 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 ____ 2023.

PASSED 2ND READING THE ____ DAY OF ____ 2023.

PASSED AND APPROVED THE ____ DAY OF ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, 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 _____, 2023.

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

Riley Taylor, Town Clerk

RESOLUTION 23-XX
A RESOLUTION SETTING THE REGULAR MEETING SCHEDULE FOR THE TOWN COUNCIL FOR
THE TOWN OF JACKSON, WYOMING.

WHEREAS, pursuant to Wyoming Statute §16-4-404, in the absence of a statutory requirement, the Town Council may establish its regular meeting schedule by ordinance, resolution, bylaw or rule; and

WHEREAS, on July 17, 2023, the Town Council directed staff to present a resolution setting forth the regular schedule for Council meetings; and

WHEREAS, The Town Council, by adoption of this resolution establishes the regular meeting schedule; and

WHEREAS, this regular meeting schedule may be amended from time to time by resolution; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, that 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. on the first and third Mondays of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 6:00 p.m. on the second and/or fourth Monday of that month and shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- B. At 1:30 p.m. on the third Monday of each month of the year, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the fourth Monday of that month and shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.
- C. At 1:30 p.m. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming, unless such day is a legal holiday, in which case the meeting shall be held at 1:30 p.m. on the second Monday of that month and shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming during the months of January through June and in the County Commission Chambers of the Teton County Administration Building in Jackson, Wyoming during the months of July through December.
- D. At 9:00 a.m. on each Tuesday in April and May of the year, excepting the first Tuesday in April, unless such day is a legal holiday, in which case the meeting shall be cancelled and shall be held in the Town Hall Council Chambers of the Town of Jackson, Wyoming.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



Rules and Procedures

TOWN COUNCIL Of Town of Jackson, Wyoming

Updated October 18, 2021

Proposed Amendments for Consideration on October 2, 2023

Pursuant to W.S. § 15-1-106 the governing body shall determine the rules for the conduct of its proceedings.

Effective ~~October 18, 2021~~ October 2, 2023

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CHAPTER ONE

GENERAL PROVISIONS

Section I. Adoption of Robert's Rules of Order.

The Town has adopted "Robert's Rules of Order" as its guideline for parliamentary procedure. The rules of parliamentary procedure should be adhered to whenever possible for the proper and orderly conduct of Town Council meetings. Where there is a conflict in procedure between that set forth in the Wyoming Statutes for Municipal Ordinances and that contained in "Robert's Rules of Order", the procedures established by law take precedence.

Section II. Suspension of Rules.

The Town Council has the right to suspend such rules as it has the power to adopt, including any rules contained in "Robert's Rules of Order". When the Town Council acts in violation of such rules as it has the authority to suspend, the rules are deemed suspended thereby and its actions are not invalidated by failure to comply with such rules.

Section III. Precedence of Rules.

The following is a compilation of both applicable parliamentary laws and those parliamentary rules and procedures that have been adopted by this Town Council. Any rules herein, in conflict with "Robert's Rules of Order" shall take precedence and shall be considered as amendments to said "Robert's Rules of Order."

CHAPTER TWO

RULES AND PROCEDURES

Section I. Types of Meetings.

Town Council meetings shall be conducted in person unless the Mayor or a majority of the Town Council determines the meeting shall be held virtually due to safety or security reasons. A majority of Council may overturn the decision of the Mayor to hold the meeting virtually. Town Council meetings may be of the following kinds:

- A. "Regular meetings" are set by ~~ordinance-resolution~~ and pursuant to Wyo. Stat. Ann. § 16-4-404(a).
- B. "Special meetings" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-404(b) and § 15-1-105. Regular meetings that are rescheduled are special meetings. Regular meetings that begin earlier or later than the time set by ~~ordinance-resolution~~ are special meetings. Special meetings may be called by the Mayor or by a majority of the Town Council.
 - 1. Mayoral Determination. When the Mayor sets a special meeting, the Town Clerk shall inform all members of the Town Council of the details of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
 - 2. Majority of the Town Council Determination. When a majority of the Town Council agrees to set a special meeting, ~~a representative of that majority shall contact the Town Clerk. The Town Clerk shall then inform all members of the Town Council of the details of the meeting and~~ shall proceed with Council notification, public notification, staff notification, and agenda preparation.
 - 3. Town Staff Request. When the Town Manager, or their designee, desires a special meeting, they ~~Town Manager, or their designee,~~ shall contact the Town Clerk. The Town Clerk shall contact the Mayor to obtain authorization for that meeting. The Town Clerk shall then inform all members of the Town Council of the meeting and shall proceed with public notification, Town staff notification, and agenda preparation.
- C. "Executive sessions" may be called as provided by ordinance and pursuant to Wyo. Stat. Ann. § 16-4-405.
- D. "Emergency meetings" may be called pursuant to Wyo. Stat. Ann. § 16-4-404(d).

Section II. Notice of Meetings.

No notice of regular meetings is required. Action may be taken on matters before the Town Council at a regular meeting regardless of prior listing on the agenda, unless the matter requires advance notice as per the Jackson Municipal Code or Wyoming Statutes. Noticing is required for special meetings as set forth in Wyo. Stat. Ann. § 16-4-404(b). The notice for special meetings shall state the business to be transacted. No other business may be considered at a special meeting.

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Section III. Quorum.

A majority of the Town Council is sufficient to conduct business, and motions may be passed 2-1 if only three (3) Councilmembers are present, but ordinances, resolutions granting franchises or licenses and motions concerning the payment of money require at least three (3) affirmative votes. Except for meetings designated as virtual by the Mayor or a majority of the Town Council, Town Council members shall attend meetings in person with the following exceptions:

- A. Town Council members may virtually participate, vote, and be counted for purposes of the quorum for no more than three (3) meetings in a one (1) year period, whether regular, special, or emergency meetings without the approval of the Mayor.
- B. The ability for a Councilmember to virtually participate, vote, and be counted in the quorum of the Council beyond the three (3) occurrences in the (1) year period shall be allowed only with the approval of the Mayor for each individual meeting where such a request is made. The ability for staff members to participate virtually shall be allowed only with the approval of the Town Manager for each individual meeting where such a request is made.

A member who recuses themselves from discussion and action on a particular item shall do so by stepping down from the Council desk, leaving the Council Chambers, or turning off their video during a virtual meeting, and, once they do so, is no longer counted towards a quorum being present.

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.

Section IV. Conduct of Regular Meetings Held at 6:00 PM Pursuant to ~~Section 2.04.010 of the Municipal Code.~~Resolution.

- A. The Mayor, or in the absence of the Mayor, the ~~Vice Mayor~~Mayor Pro Tempore, shall act as chairperson at all meetings. In the absence of the Mayor and the Mayor Pro Tempore, the acting Mayor Pro Tempore shall act as chairperson at all meetings.
- B. The powers and duties of the Mayor include moving, seconding, debating, and voting from the Chair.
- C. The Mayor shall introduce each item on the agenda, ask for a staff presentation (if applicable), ask for applicant presentation (if applicable), ask for a motion on the matter, take public comment (as appropriate), preside over Council discussion, and call for a vote on the item. Below is the schedule for the 6:00PM regular meeting. Such schedule may be altered by the Mayor.
 - 1. Consent Calendar Item
 - a. Mayor reads the title of each item on the consent calendar.
 - b. Mayor asks if any Councilmember would like to withdraw any items from the consent calendar.
 - c. Councilmembers state items to be withdrawn, if any.
 - d. Mayor asks for a motion to approve all items on the consent calendar that were not withdrawn.
 - e. Motion made and seconded to approve all items on the consent calendar that were not withdrawn.
 - f. Mayor asks for public comment on all items on the consent calendar that were not withdrawn.
 - g. Vote on all items on the consent calendar that were not withdrawn.
 - h. Withdrawn items are introduced, discussed, moved, publicly commented on, and voted on one at a time.
 - 2. Public Hearing, Discussion and/or Action Item
 - a. Mayor opens a public hearing on agenda item and/or reads the title thereof.
 - b. Presentation by staff.
 - c. Town Council questions of staff.
 - d. Presentation by applicant.
 - e. Town Council questions of applicant.
 - f. Mayor asks for public comment.
 - g. Motion made and seconded regarding the item.
 - h. Town Council discussion of the item.
 - i. Mayor calls for the vote.
 - 3. Resolution
 - a. Agenda Item is read by Mayor.
 - b. Town Council questions of staff.
 - c. Public comment.

- d. Motion made and seconded regarding the item.
 - e. Town Council discussion.
 - f. Mayor calls for the vote.
4. Ordinance
- a. Motion to read all ordinances by short title
 - b. Ordinances read by Town Attorney either individually or all consecutively
 - c. Town Council questions of staff
 - d. Public comment
 - e. Motion and Second to Approve
 - f. Town Council discussion
 - g. Mayor calls for the vote
- D. At their discretion, the Mayor may allow additional Town Council questions of staff, Town Council questions of the applicant, and/or public comment at any time they deem appropriate.
- E. The Chief of Police, or their designee, shall serve as Sergeant-at-Arms to preserve order in the Chambers during in-person meetings.

Section V. Conduct of Other Regular or Special Meetings.

The conduct and order of business of regular or special meetings other than those regular meetings held at 6:00 PM shall be determined by the Town Clerk with input from the Mayor, Town Manager, or their designees.

Section VI. ~~Vice Mayor~~ Mayor Pro Tempore and acting Mayor Pro Tempore.

The Mayor shall appoint a Mayor Pro Tempore and acting Mayor Pro Tempore pursuant to Section 2.02.024 of the Jackson Municipal Code.

~~Each January, or whenever the Mayor deems appropriate, pursuant to W.S. §15-1-108(a)(i), the Mayor shall appoint a Councilmember to serve as the Vice Mayor or Mayor Pro Tem. In the absence of the Mayor, the Vice Mayor shall preside at all meetings of the governing body and/or perform other Mayoral duties as requested.~~

Section VII. Rules of Debate.

- A. In obtaining the floor, every Councilmember shall first address the Mayor, gain recognition by the Mayor, and shall confine themselves to the question under debate.
- B. Staff members, after recognition by the Mayor, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Mayor.
- C. No Councilmember shall speak more than once upon any particular item until every other Councilmember desiring to speak upon the item has spoken. No Councilmember shall speak longer than five (5) minutes the first time, or three (3) minutes the second or subsequent times,

on any one particular item, except by majority vote of the Town Council. No Councilmember shall speak more than three (3) times on the item without the express consent of the Mayor.

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Section VIII. Addressing the Town Council.

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- A. Each person desiring to address the Town Council either under the public comment section or under the public comment period for a particular item shall, whether via a virtual platform or the lectern in-person, state their full name for the record; state the subject they wish to discuss; state whom they represent, if they represent an organization or other person(s); and, unless further time is granted by the Mayor or by majority vote of the Town Council, limit their remarks to three (3) minutes.
- B. Public comment made by phone, video, or any other form of electronic communication, in a non-virtual meeting shall be allowed as approved in advance of the meeting by the Mayor. ~~not be permitted with the exception of a~~ Applicant or consultant presentations and interviews for advisory or joint powers boards may be virtual, as approved in advance of the meeting by the Mayor ~~or Town Manager.~~
- C. All remarks shall be addressed to the Town Council as a body and not to any individual member thereof.
- D. No question shall be asked of a Councilmember or a member of the staff without the permission of the Mayor. After permission of the Mayor, a question may be asked, but neither staff nor the Councilmember to whom the question is directed shall answer the question during the public comment period.
- E. In order to expedite matters and avoid repetitious presentations, whenever any group of persons wishes to address the Town Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen by the group to address the Town Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Town Council.

Section IX. Rules of Decorum.

- A. While the Town Council is in session, Councilmembers must preserve order and decorum. No Councilmember, by conversation or otherwise, shall disturb, interrupt, or hinder the orderly and peaceable execution of government business ~~delay or interrupt the proceedings, disturb the order of the Town Council, interrupt any Councilmember while speaking,~~ or refuse to obey the orders of the Mayor.
- B. Staff shall observe the same rules of order and decorum as are applicable to the Town Council.
- C. Any person that disturbs, interrupts or hinders the orderly and peaceable execution of government business ~~making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Town Council~~ shall be called to order by the Mayor and, if such conduct continues, may, at the discretion of the Mayor, be ordered barred from further audience before the Town Council during that meeting.

- D. Any person in the audience who engages in criminal conduct as defined in the Jackson Municipal Code ~~or, by any rude behavior, interrupts, molests, or disturbs a Town Council Meeting, upon instructions from the Mayor,~~ may be removed from the meeting by the Sergeant-at-Arms, or by appropriate staff managing the virtual meeting.
- E. Matters before the Town Council in a meeting will normally be handled in one of the following manners:
1. Acted upon.
 2. Placed under Matters from Mayor and Council for action later on in the meeting.
 3. Referred to Town staff for further research and presentation at a future meeting.
 4. Received and filed without action.
 5. Continued, pending further consideration or the receipt of information to/by staff.
 6. Referred to the Town Manager for placement on an upcoming meeting.

Section X. Motions.

- A. When a motion is made and seconded, it may be stated by the Mayor or the Town Clerk before a vote on said motion is taken. Any Councilmember may ask that a motion be restated or displayed on screen prior to voting. Restatement of the motion may be by the Mayor or delegated to any Councilmember or staff member.
- B. A motion shall not be withdrawn by the mover without the consent of the seconder.
- C. If the question contains two or more divisible propositions, the Mayor may, and upon the request of a Councilmember shall, divide the same.
- D. No motion is before the Town Council until it has been seconded.
- E. When a motion is before the Town Council, no other motion shall be entertained except:
1. To adjourn.
 2. To fix the hour of adjournment.
 3. To lay on the table (postpone indefinitely).
 4. For the previous question (to vote immediately).
 5. To table to a certain day.
 6. To refer (to a committee or a member of staff for report).
 7. To amend or to substitute another motion.
 8. To refer to the Town Manager for placement on a future meeting agenda.

These motions have precedence in the order indicated. The first four (4) motions are not debatable, though it is always permissible to raise a point of order on the proper use of any motion and it is also permissible to appeal the point of order. Once an item of business has been disposed of, it is not available for further debate except upon a motion and majority vote to reconsider pursuant to subsection G hereof.

- F. Friendly Amendments. A Councilmember may offer a friendly amendment to a motion that has already been made and seconded. If the motion maker and the second accept the request for the friendly amendment, the motion is thereby deemed amended and, when the Mayor calls for the vote, the vote is on the motion as amended.
- G. Reconsideration. A Councilmember may make a motion to reconsider the vote on a particular item to permit correction of hasty, ill-advised, or erroneous action; or to take into account added information; or to address a changed situation that has developed since the taking of the vote. Because of the investment made by members of the public to attend specific Council meetings to hear entire presentations and debate, to make public comments, and hear the vote on a particular item, motions to reconsider are strongly discouraged.
1. A motion to reconsider shall occur either at the same meeting where the original vote was taken, or at the next regular or special meeting prior to the approval of the minutes of the meeting during which the original vote was taken.
 2. A motion to reconsider must be made by a Councilmember who voted on the prevailing side.
 3. A motion to reconsider can be acted upon immediately or it can be delayed until a future Town Council meeting.
 4. If the motion to reconsider will be acted on immediately:
 - a. Debate, a motion, and a vote occurs.
 - b. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
 5. If the reconsideration will occur at a future meeting:
 - a. The Mayor directs the Town Clerk to place the reconsideration item as the first action item on the next agenda and to place the minutes of the previous meeting as the first item immediately following reconsideration.
 - b. Public notice for the subsequent meeting includes that the Council intends to reconsider the vote on the item in question.
 - c. At the subsequent meeting, debate, a motion, and a vote occurs.
 - d. If the motion to reconsider is successful, the item is then before the Council for action pursuant to the original motion. Additional information can then be presented and discussed, amendments to the original motion can be made, and a vote taken.
 - e. The minutes of the previous meeting are then approved as amended to include the reconsideration and outcome.
 - f. If the vote to reconsider fails, the minutes of the previous meeting are approved as presented and the meeting continues.

Section XI. Voting.

On the passage of every motion, the vote shall be taken and entered in the record by the Town Clerk.

- A. Every Councilmember should vote unless disqualified by a conflict of interest.
- B. The failure of a Councilmember to voice their vote will be considered as their having cast an affirmative vote on the motion.
- C. Abstention. (To refrain from voting)
 - 1. While it is the duty of every member who has an opinion on the question to express it by their vote, one cannot be compelled to do so. A Councilmember, though it is discouraged, may abstain from voting.
 - 2. An abstention has same the effect as if the member voted on the prevailing side.
- D. Recusal. (To disqualify oneself from participation in debate and voting on grounds such as prejudice or personal involvement)
 - 1. Councilmembers may recuse themselves for cause by publicly stating the reason for their disqualification. When a Councilmember recuses themselves from voting on a particular item, said Councilmember shall not remain in their seat nor, if it is a virtual meeting, appear via the electronic platform during the debate and vote on such item. The Councilmember shall step down and take a seat in the audience, leave the Council Chamber, or turn off their video during a virtual meeting. A Councilmember recusing themselves shall not be counted for purposes of the quorum and shall be considered absent for the purpose of determining the outcome of any vote on such item.
 - 2. If a Councilmember is requested to recuse themselves with respect to an item by another member, a party to the current matter, or anyone else who may be affected by a decision relating to the item, the member must decide whether to recuse themselves. If the Councilmember contends that there is no clearly disqualifying conflict of interest, the matter of disqualification shall be decided by the Town Attorney.

Section XII. Consent Calendar.

The consent calendar shall contain any and all items staff determines are routine and do not require debate or discussion. This includes minutes, disbursements, special event requests, bid awards, contracts for projects previously authorized, and the like. All contracts shall, before presentation to Town Council, have been approved as to form and legality by the Town Attorney. The Mayor or any Town Councilmember may pull an item off of the consent calendar to be considered individually.

Section XIII. Ordinances.

Where the particular ordinance has been prepared in advance.

- A. On first reading, an ordinance shall be accompanied by a staff report.
- B. All readings of ordinances may be made by title only. Upon completion of the appropriate reading by the Town Attorney, the Town Council may, by majority vote, make any changes or amendments it desires.

- C. Upon second or third reading, If the ordinance is substantially or materially changed at the time of second or third reading, the reading must be considered a first reading. No staff report is required for second or third reading.
- D. Following the third reading, and at least ten (10) days after the first reading, except for emergency ordinances, upon motion made and seconded, the ordinance is adopted if there are at least three (3) affirmative votes.
- E. Ordinances shall become effective pursuant to Title 15 of the Wyoming Statutes.
- F. It is the duty of the Town Clerk to publish ordinances pursuant to Title 15 of the Wyoming Statutes.
- G. Emergency ordinances may be read by short title; require $\frac{3}{4}$ of the qualified members of the governing body or four (4) affirmative votes for passage; require only one reading; and become effective immediately upon adoption. They may be declared void if no true emergency existed. No franchise may be granted by emergency ordinance.
- H. All ordinances shall, before presentation to the Town Council, have been approved as to form and legality by the Town Attorney.

Section XIV. Resolutions.

- A. Where the particular resolution has been prepared in advance, the procedure is:
 - 1. Resolution title is read by the Mayor.
 - 2. Town Council questions of staff.
 - 3. Mayor asks for public comment.
 - 4. Mayor asks for a motion and second.
 - 5. Town Council discussion.
 - 6. Mayor calls for the vote.
- B. It is not necessary to read in full, as long as the resolution is sufficiently identified. However, any Councilmember may demand that it be read in full. All resolutions shall, before presentation to the Town Council, have been approved as to form and legality, by the Town Attorney.

Section XV. Town Council Minutes.

The minutes are the responsibility of the Town Clerk until presented to the Town Council for approval; the Town Council may, at the time of presentation for approval, by motion make such corrections as conform to fact. The minutes shall be published pursuant to Wyoming Statutes.

Minutes of executive sessions are the responsibility of the Town Attorney. If the Town Attorney is not present at an executive session, the Mayor shall take minutes or delegate the task to a Councilmember.

Section XVI. Order of Business.

The order of business for regular meetings held at 6:00 PM on the first and third Monday of each month shall be:

- A. Opening
 - 1. Call to Order.
 - 2. Pledge of Allegiance.
 - 3. Roll call.
 - 4. Announcements and Proclamations.
- B. Public Comment (public comment is reserved for questions and comments from the public on items that are not otherwise included in the agenda)
- C. Consent Calendar
 - 1. Minutes.
 - 2. Disbursements.
 - 3. Additional items deemed appropriate by staff or the Mayor.
- D. Public Hearings, Discussion and/or Possible Action Items
- E. Resolutions
- F. Ordinances
- G. Matters from Mayor and Council
- H. Matters from the Town Manager
- I. Adjournment

The regular order of business may be suspended at any time by the Mayor or by a majority vote of Council present. The order of business for meetings, other than regular meetings, shall be determined by the Town Clerk, with input from the Mayor, Town Manager, or their designees.

Section XVII. Agendas and Packets for Meetings.

- A. Regular Meetings. Agendas and packets for regular meetings shall be prepared by the Town Clerk. Agendas for regular meetings shall be closed at a day and time set by the Town Manager or their designee at 12:00 P.M. on the Wednesday preceding the meeting. The agenda shall be finalized by the Town Clerk with input from the Mayor and Town Manager, or their designees.
- B. The Mayor may add or remove items from the upcoming agenda presented by staff for a regular meeting except for:

1. General order of business items in Section XVI.A (ex: call to order, approval of minutes, etc.); or
2. Statutorily required items or public hearings (ex: required public hearings for liquor licenses); or
3. Items required by the Municipal Code or Land Development Regulations (ex: Conditional Use Permits, Final Plats, Annexation Public Hearings, Liquor License Public Hearings, etc.); or
4. Items listed under Matters from Mayor and Council requested by the Mayor or Councilmembers before 12:00pm ~~on the fifth day~~ two Mondays prior to the regular meeting and provided to the Town Clerk.

C. Items on the agenda of a 6:00 PM regular meeting may include the following:

1. Announcements. Announcements do not need to be accompanied by a staff report. Announcements notify the public of upcoming meetings, schedule changes, new employee introductions, office closings, and the like. Announcements do not require Town Council action and can be recommended for addition to the agenda by the Mayor or any Councilmember or staff member.
2. Proclamations. Proclamations do not need to be accompanied by a staff report. Proclamations notify the public of community-wide events, such as burn week, or of issues of community significance such as commendations, remembrances, and the like. Proclamations do not require Town Council action and can be recommended for addition to the agenda by the Mayor, a majority of Council, or the Town Manager or their designee.
3. Public Comment. This item on the agenda is reserved for questions and comments from the public on items that are not already included on the agenda. If prior notification has been given that a citizen intends to speak under Public Comment, their name shall be so listed on the agenda. If documents are provided prior to finalization of the Town Council packet, those items shall be included in the packet.
4. Consent Calendar. See Section XII.
5. Public Hearings, Discussion, and/or Possible Action Items. Items in this section shall be accompanied by a staff report. This section of the agenda is for public hearings, administrative items, departmental action items, contracts, public infrastructure project authorizations, and the like.
6. Resolutions. Resolutions may be accompanied by a staff report. Resolutions are related to policy matters, budget adoption or amendment, elected official commendations, schedule amendments, and the like. Resolutions may amend the Municipal Code if an ordinance allows amendment by resolution. Resolution numbers are designated by the Town Clerk.
7. Ordinances. See Section XIII.
8. Matters from Mayor and Council. Items listed in this section of the agenda may be presented by the Mayor or any Councilmember and may be accompanied by a staff report. Staff may also present items for Council consideration in this section with the Mayor's authorization. This section of the agenda is utilized for items and actions including, but not limited to:
 - a. Travel authorizations.

- i. Action for pre-approval of travel authorization and expenditure for Councilmembers to attend specific conferences.
 - ii. Travel authorizations may be accompanied by a staff report.
- b. Designation of meeting delegates.
 - i. Action for approval of a voting delegate(s) for upcoming meetings/conventions.
 - ii. A staff report is optional for this item.
- c. Board appointments.
 - i. Action for board member appointments pursuant to applicable legal procedure.
 - ii. Board appointments may be accompanied by a staff report stating, the board at issue, the qualifications for appointment, that the candidates meet the qualifications, the term(s), and the candidates for the appointment.
- d. Announcements regarding Councilmember out of office plans.
 - i. Action to announce when the Mayor or a Councilmember plans to be unavailable for meetings or communication.
 - ii. No staff report is provided with this item.
- e. Future meeting date/time setting.
 - i. Action to either announce a selected meeting date/time by general consent or to approve a motion to set a specific meeting date/time.
 - ii. A staff report is optional for this item.
- f. Items listed or raised by a Councilmember.
 - i. Action ~~to request a scoping staff report to place the requested item~~ on an agenda in the next ~~4560ish~~ days. The motion is made after the requesting Councilmember provides a brief summary about the item (3 minutes).
 - 1) If the motion fails, the item is added to the Potential Initiative List (PI List) for consideration at the next Council retreat.
 - 2) If the motion passes, at that future meeting, staff will present a scoping staff report with information and a recommendation to the Council so that a determination can be made whether to:
 - (a) Make it one of the Council's Priorities and add it to a specific Department's Work Plan, and
 - (b) Determine what item, in turn, would be removed from the Council's Priority List, and
 - (c) Determine what item would be removed or delayed in the Work Plan for the specific Department,
 - OR
 - (d) To add the item to the PI List for consideration at the next Town Council retreat.
 - 3) No staff report is provided with this item.

g. Town Council members may announce an item they wish to be added to the PI List for consideration at the next Town Council retreat and provide a brief summary, no more than three (3) minutes, of the item. The item shall then be added to the PI List by staff.

9. Matters from the Town Manager. This section of the agenda is for the Town Manager to report to the Council on the various activities of note of Town government operations and to notify the Council of upcoming meetings and scheduling. Items contained in the Town Manager's report may include issues recommended for affirmative Council action and the Mayor may take public comment. Upon presentation of the Town Manager's report, the Council moves to approve the Town Manager's report.

D. Special or Regular ~~3:00 PM~~ Workshop Meetings. Agendas and packets shall be prepared for these meetings by the Town Clerk. Agendas shall be closed on the date so determined by the ~~Town Clerk with input from the Mayor and Town Manager, or their designees. The agenda shall be finalized by the Town Clerk with input from the Mayor and~~ Town Manager, or their designees. Items on these meeting agendas may include the following:

1. Discussion and/or Action Items. These matters may require detailed discussion in an informal setting between Town Council and Town Staff, Town Council and other appointed boards, Town Council and citizen groups, or Town Council and individual applicants requesting Town Council action. Matters before the Town Council at a special or regular 3:00 PM meeting may be items requiring additional time for review of details or requests, draft ordinances for discussion purposes, complex public infrastructure projects, or items Town Staff is desirous of feedback on prior to placement on a regular meeting agenda for action. Public comment may or may not be taken on these items and is dependent upon statutory or municipal code requirements or whether public comment has already been taken on the item previously or is planned for a date in the future.

~~2. Set Next Workshop Agenda. Town Staff shall recommend to the Town Council a proposed listing of items to be placed on upcoming workshop agendas. Changes to the listing of items may be made by the Mayor or a majority vote of the Town Council.~~

E. General. Agendas and packets for meetings shall be produced by the Town Clerk and distributed/posted to members of the Council and the public on a timeline established by the Town Manager or their designee with input from the Mayor, or their designee.

Section XVIII. Town Council Board and Committee Liaisons.

- A. The Council may appoint individual members to liaise with various boards and committees throughout the community.
- B. Each January, or as soon thereafter as the Council deems appropriate, the Council shall review the list of board and committee liaisons and make changes as they deem necessary. The liaison appointments shall be by majority vote the Council and shall remain valid until changed.

C. Council liaisons primary role is that of facilitator of communications from the relevant board or committee to the Council. As a liaison, Councilmembers should not be an advocate for the board or committee for whom they liaise, give direction, or influence a decision of that board or committee. Rather, as a liaison, Councilmembers:

1. Assist and provide information to the board or committee; and
2. Act as a spokesperson on behalf of the Council when so directed by the Council when seated as a body; and
3. Act as a contact person, if the board or committee, or an individual member thereof, wants such a channel of communication.

D. A Council liaison role is NOT:

1. To make suggestions, offer input, or give direction into the operations of the Board/Committee;
2. To participate in governing board executive sessions;
3. To independently review and comment or offer feedback on information/issues (stating their personal opinions or desires, what they believe the volunteer board should or should not do, information they should or should not consider, etc.);
4. To represent the Town Council's position on any matter not previously discussed and "resolved" through a Council vote;
5. To assist in operations, direction, or decision making of the Board/Committee; or
6. To advocate for the Board/Committee in question.

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D-E. A Councilmember who is appointed to sit as a member of a board, commission, or committee is not a liaison.

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E-F. Attendance is discretionary, however, despite attendance not being required, it is strongly encouraged.

Section XIX. Town Staff Reports.

The Town Manager shall approve all staff reports prior to placement in the packet for any Council meeting as they deem necessary. Town Staff reports shall be prepared in a format deemed appropriate by the Town Manager.

Section XX. Town Attorney.

The Town Attorney is retained to provide legal advice and assistance to the Council, staff, boards, and other bodies deemed appropriate by Council. Individual Councilmembers shall first obtain authorization from the Town Council prior to requesting the Town Attorney undertake research, legal work, or prepare resolutions and ordinances. In matters of extreme urgency, Councilmembers shall first obtain authorization from the Mayor for the same. Staff members shall first obtain authorization from their department director, or, if their department director is unavailable, the Town Manager, prior to requesting the Town Attorney undertake research or legal work.

Section XXI. Research for Members of the Town Council.

Individual Councilmembers shall refrain from requesting opinions or research from staff and shall direct all inquiries and requests through the Town Manager, or their designee.

Section XXII. Official Correspondence from the Mayor or Members of the Town Council

The Mayor shall be designated and authorized to represent the Town Council and author letters on issues supported by a vote of the Town Council. —Individual Councilmembers shall refrain from using their position as a Councilmember to send official letters on Town letterhead in support of or in opposition to issues without a vote of approval from the Town Council. The Mayor or any Councilmember may author personal letters of reference to individuals on Town letterhead so long as those letters do not indicate that they are representing the Town Council as a whole.

Section XXIII. Appointments.

- A. Mayoral Appointments. Mayoral appointments shall follow a procedure as determined by the Mayor. This procedure may involve advertising, accepting letters of interest, interviews by the Mayor, interviews by the Council, interviews by staff, or any other procedure the Mayor deems appropriate. For Mayoral appointments that require the advice and/or consent of the Council, a majority of Council may set a procedure for providing their advice and/or consent and that procedure may involve interviews by the Council, interviews by staff, or any other procedure a majority of Council deems appropriate. Any procedure used by the Council for the advice and/or consent may change at any time by majority vote of the Council.
- B. Majority of Town Council Appointments. Appointments that require a majority vote of the Council shall follow a procedure as determined by majority vote of the Council. This procedure may involve advertising, accepting letters of interest, interviews by the Council, and interviews by staff or any other procedure as the Council deems appropriate. Any procedure set forth by majority vote of the Council may change at any time by another majority vote of the Council.

Section XXIV. Swearing In of New Members.

- A. Upon Election. Pursuant to Wyoming Statutes, the term of office for a person elected at the general municipal election commences the first Monday in January following the general election but before entering their duties, they must be administered the Oath of Office. The Town Clerk shall arrange a Swearing In Ceremony to be held on the first Monday in January in the morning, prior to any Town Council meetings being called to order.
- B. Upon Appointment. Upon appointment at a regular or special meeting, the Oath of Office shall be administered.

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MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: August 7, 2023

RE: Town Manager's Report

Council Retreat, Legislative Session, and WAM Winter Workshop Dates for 2024

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Staff is requesting Council support to apply for a \$75,000 grant from the National Endowment of the Arts for an 'Our Town' project. This grant would require \$125,000 in local match (previously approved) and would bring an original piece of art to the future Stilson Transit Center (STC), the multimodal hub that will provide transit and active transportation connectivity between the Town of Jackson, the Jackson Hole Mountain Resort (JHMR), Teton Village, the community of Wilson and multiple communities across the Idaho state line. The Town would partner with Jackson Hole Public Art (JHPA) to facilitate a stakeholder-driven process to disseminate a call for artists and integrate an original piece of public art into the Stilson Transit Center. Staff is requesting Council approval to authorize the Mayor to sign a formal letter of support for the grant application. The budget for this project is currently \$200,000 and was previously approved by the Town Council and County Commission at the June 5, 2023 meeting. With the approval of the Town Manager's report, staff will proceed with obtaining the Mayor's signature on the letter of support and submitting this grant application.

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Parking Lease at 1490 Gregory Lane

Staff has informed the landowner of 1490 Gregory Lane (Mr. Scott of Jackson Hole Wildlife Safaris) that the Town is not interested in leasing to him a portion of the Town Right of Way (ROW) immediately south of the property. This area was previously leased to the Martin family who were the prior owners of 1490 Gregory Lane for many years. That parking lease expired when the Martins sold the property to the current landowner in 2022. Staff's reasoning is that leasing public ROW for a private business use is not a good precedent and this ROW area may become more crucial to the long-term needs of the Town as we embark on the Gregory Lane improvement project in the next few years. This item was discussed by the Council as a request by the landowner on October 22, 2022, but questions were raised then about the appropriate market rate for this type of parking lease (staff was not able to identify any prevailing market rate). If Council would like to continue the discussion about this parking lease, staff can certainly place it on a future agenda, but, as stated above, staff recommends against pursuing this parking lease at this time. With the approval of the Town Manager's report, staff will inform the

landowner in writing that the Town will not be entering into a lease for the portion of the public right of way in question.

Bear Resistant Trash Containers on Town Property

Since Town Council passed the Bear Resistant Trash Container Ordinance last fall, staff have been working with residents, businesses, and our own departments to achieve compliance. Several trash containers that are on Town property or are managed by the Town of Jackson fall within the Bear Conflict Zone, including the Cemetery, Phil Baux Park, and the bus shelter at Snow King and Willow. While Parks and Rec ordered new trash and recycling containers in January and expected delivery in March, the bins did not arrive until peak summer season. They were installed in Phil Baux Park on July 10th. Parks and Rec also purchased new bins for May Park and Miller Park. While these parks are not currently within the Bear Conflict Zone, installing bear resistant containers there is a way for the Town to lead by example and increase awareness of appropriate ways to support wildlife-human coexistence in our community. Due to extremely low use of the trash bin at the cemetery, the bin was simply removed from that location to attain compliance. START is unable to get a bear resistant container this summer due to the long wait time. They will remove the bin temporarily from the Snow King/Willow bus shelter. The long-term plan is to install a bear-resistant container when they become available.

See the photos below or stop by one of our parks to check out the shiny new bear-resistant trash containers!









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Open to all Legislators. By invitation only to others.
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Please give the Town of Jackson's application the highest consideration. Thank you.

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Teton County Transportation Vulnerability Assessment & Evac Planning Project Letter of Support
Teton County is applying for a grant to analyze traffic disruptions due to natural and manmade disasters and they are requesting a letter of support from the Town of Jackson for this grant application. This grant will assist Teton County with developing a robust evacuation plan for the Town and County. The grant is due on August 18th and Rich Ochs is the point of contact for this grant. With the Town Council's approval of the Town Manager's report, staff will obtain the Mayor's signature on the letter of support and submit the grant application. Please reach out with any questions you may have.



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Sincerely,

Hailey Morton Levinson
Mayor





August 7, 2023

The Honorable Pete Buttigieg
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 25090

RE: Town of Jackson supports the Teton County Transportation Vulnerability Assessment & Evacuation Planning Project

Dear Secretary Buttigieg:

On behalf of the Town Council of the Town of Jackson, I am writing to express our strong support for Teton County's application to the United States Department of Transportation (USDOT) Promoting Resilient Operations for Transformative, Efficient, and Cost Saving Transportation (PROTECT) Program to analyze traffic disruptions due to natural and manmade disasters, which will inform the development of a county-wide evacuation and shelter-in-place plan. The plan will recommend evacuation and shelter-in-place solution sets that account for the potential transportation disruptions that may result from hazards such as wildland fires, flooding, or electric blackouts.

The Town of Jackson, WY is the county seat and sole incorporated municipality in Teton County, WY. As such, the Town of Jackson is a major population center with its own Public Works and Police departments and is heavily involved in joint County/Town emergency planning. The Town of Jackson also utilizes Teton County's Emergency Management Division as the Town's emergency management agency. The Town of Jackson supports the Teton County Transportation Vulnerability Assessment & Evacuation Planning Project because the heavy influx of visitors and growing risk of extreme weather patterns due to climate change require the County to proactively plan for traffic disruptions, evacuations, and shelter-in-place options. Additionally, the Town of Jackson's limited state highway infrastructure is not sufficient to handle a large-scale evacuation without data driven, scenario evacuation planning.

The Town of Jackson is ready to be engaged and supportive of Teton County's Transportation Vulnerability Assessment & Evacuation Planning Project moving forward. We commit to participate in the planning process with staff resources, attend public meetings, share information on the project and updates through existing communication channels, assist in the education process concerning emergency preparedness throughout the project, and provide information as needed to inform the planning effort.

Please give Teton County's application the highest consideration. Thank you.

Sincerely,

Hailey Morton Levinson
Mayor, Town of Jackson





Teton County Transportation Vulnerability Assessment & Evacuation Planning Project

Teton County Emergency Management to work with Town of Jackson, unincorporated communities, and neighboring areas to analyze traffic impact of natural and manmade disasters and develop evacuation plans.

Teton County Emergency Management (TCEM) seeks \$500,000 in United States Department of Transportation (USDOT) Promoting Resilient Operations for Transformative, Efficient, and Cost Saving Transportation (PROTECT) Program funding for the “Teton County Transportation Vulnerability Assessment & Evacuation Planning Project.” With PROTECT funds, TCEM will analyze traffic disruptions due to natural and manmade disasters, which will inform the development of a county-wide evacuation and shelter-in-place plan. The plan will recommend evacuation and shelter-in-place solution sets that account for the potential transportation disruptions that may result from hazards such as wildland fires, flooding, or electric blackouts.

Project Need: Teton County (population 23,575) encompasses Jackson, unincorporated communities, all of Grand Teton National Park, and a significant portion of Yellowstone National Park. The Town of Jackson (population 10,849) is the gateway to Grand Teton National Park, Yellowstone National Park, and Jackson Hole Mountain Resort. While the population of Teton County is modest, the County’s rugged beauty and easy access to stunning national parks is an immense draw for tourism. In 2021, Teton County welcomed over 1.6 million overnight visitors.



Teton County

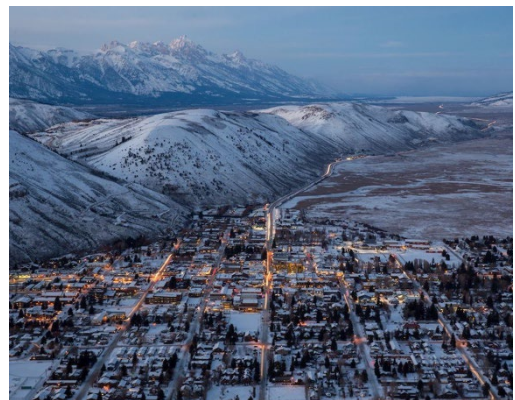
Teton County is a valley with limited access. All road access to Teton County is either over mountain passes or through canyons. Teton County’s [Emergency Operations Plan](#) in Annex B1 ESF #01 – Transportation, lists six critical transportation corridors that act as triggers for emergency operations: WYO 22 Teton Pass, S. Hwy 89 Snake River Canyon, N. Hwy 89 Moose to Moran, U.S. Hwy 26 Togwotee Pass, S. Hwy 191 Hoback Canyon, and Jackson Hole Airport. The heavy influx of visitors and growing risk of extreme weather patterns due to climate change require the County to proactively plan for traffic disruptions, evacuations, and shelter-in-place options.

Teton County and the Town of Jackson are at the highest risk for avalanches, earthquakes, landslides, and wildfires, according to FEMA’s [National Risk Index](#). Teton County’s FEMA-approved [Hazard Mitigation Plan](#) ranks earthquake, wildfire, and dam failure as the top three risks to the County. These disasters may cause the evacuation of large numbers of tourists and residents at one time. The limited state highway infrastructure is not sufficient to handle a large-scale evacuation without data driven and scenario evacuation planning. During a disaster, a lack of clear

evacuation planning, routes and information lead to panic, which can cause traffic gridlock. In the event of a fast-moving fire or flooding, widespread fatalities can occur.

Evacuation Plan: Teton County will contract with an expert transportation engineering firm to conduct the vulnerability assessment and to develop the evacuation and shelter-in-place plan. Teton County's evacuation plan will be dynamic and incorporate multimodal evacuation routes, ensuring that all residents have a safe and efficient way to evacuate in the event of a disaster. TCEM will implement evacuation zones and or use contraflow traffic systems based upon scenario planning and best management practices as the disaster unfolds. For events that require safe and resilient shelter such as loss of electricity or resident displacement, TCEM will incorporate provisions for receiving evacuees from neighboring jurisdictions such as Teton County, ID, Lincoln County, WY, Sublette County, WY, and National Park Service and US Forest Service lands. This will ensure that Teton County prepares not only to evacuate its residents and visitors but also provides help to its neighbors in times of need.

Public Outreach and Education Campaign: Teton County will work closely with the Town of Jackson to create a robust bi-lingual planning process that incorporates community feedback and concerns around natural disasters and evacuations. While soliciting feedback, the planning process will also lay the foundation for a widespread education campaign on transportation safety during fires, floods, avalanches, and landslides and provide information on how to stay safe and prepare regardless of the hazard. Once the evacuation planning is completed, the County and Town will use the same communication channels to educate the public on how and when to evacuate or shelter-in-place and the best ways to stay up to date on emergency management communications. The Teton County Evacuation and Shelter-in-Place Project will be an interactive emergency management plan that will be continuously updated and shared with the public to remain effective and save lives.



Town of Jackson

The impacts of climate change are just beginning. Extreme weather events leading to large-scale natural disasters require data driven solutions and planning. Teton County and the Town of Jackson will implement a planning process now. TCEM will keep its residents and visitors safe, but it needs the support of USDOT to make this vision a reality.

Please contact Rich Ochs, Coordinator, Teton County Emergency Management at (307) 732-8594 or rochs@tetoncountywy.gov with question.