

TOWN COUNCIL REGULAR MEETING
Monday, June 4, 2018
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 may encompass all areas, participants, and audience members. *Please silence all electronic devices during the meeting.*

I. OPENING

- I.A. Call to Order / Roll Call
- I.B. Pledge of Allegiance
- I.C. Announcements
 - 1. Employee Introduction - Thomas Raab, Community Service Officer
 - 2. Employee Introduction - Sam Stephens, Senior Collection System Operator

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to Council@jacksonwy.gov.

III. CONSENT CALENDAR

III.A. Meeting Minutes

- 1. May 21, 2018 workshop
- 2. May 21, 2018 regular meeting
- 3. May 29-30, 2018 special meeting

Documents:

[052118WKminutes.pdf](#)
[052118RegMinutes.pdf](#)
[052918SpMinutes.pdf](#)

III.B. Town Disbursements

Documents:

[Disburse05312018.pdf](#)

III.C. Special Event: Jackson Hole Farmer's Market on the Town Square

Documents:

[SpEvent_FarmersMarket2018.pdf](#)

III.D. Special Event: WYO Country Fest Summer Concert Series

Documents:

[SpEvent_WYO County Fest Summer Concert Series.pdf](#)

III.E. Temporary Sign Permit: Jackson Hole Land Trust (P18-167)

Documents:

TempSign_JHLandTrust.pdf

III.F. Temporary Sign Permit: Tin Cup Challenge (P18-168)

Documents:

TempSign_TinCupChallenge.pdf

III.G. Temporary Sign Permit: Meridian Trust (P18-172)

Documents:

TempSign_MeridianTrust.pdf

III.H. Temporary Sign Permit: Public Historic Walking Tours (P18-177)

Documents:

TempSign_PublicHistoricWalkingTours.pdf

III.I. RFP 18-18: Award for START Mobile Ticketing / Electronic Fare System

Documents:

RFP_STARTElectronicFare.pdf

III.J. Karns Meadow Memorandum of Agreement for Environmental Assessment

Documents:

KarnsEAAgreement 6.4.18.pdf

IV. PUBLIC HEARINGS, DISCUSSION AND/OR ACTION ITEMS

IV.A. Administration

IV.A.1. Budget Discussion (Larry Pardee, Town Manager)

Documents:

BudgetMemo.pdf

IV.A.2. Restaurant Liquor License and dual Microbrewery Permit for Get Loose, LLC d/b/a Roadhouse Brewing Co. Publ & Eatery (Sandy Birdyshaw, Town Clerk)

Documents:

GetLoose_Rest-MicroBrewATTACHMENTS.pdf

IV.B. Pathways

IV.B.1. Memorandum of Understanding for Blair Drive Kids Bike Loop with Mountain Bike of Tetons (Brian Schilling, Pathways Coordinator)

Documents:

BlairDrKidsLoopMOU.pdf

IV.C. Planning / Building

IV.C.1. Item P18-046: Fee Waiver for Central Wyoming College for 235 & 255

Veronica Lane (Brendan Conboy, Associate Planner)

This item has been postponed to the August 6, 2018 Council meeting

- IV.C.2. Item P18-047, -048, -049: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit at 235 & 255 Veronica Lane (Brendan Conboy, Associate Planner)

The applicant has requested to postpone this item to the August 6, 2018 Council meeting.

Documents:

P18-047-048-049_CWC.pdf

- IV.C.3. Item P18-072: Subdivision Plat for 301 Hidden Hollow Drive (Brendan Conboy, Associate Planner)

Documents:

P18-072_HiddenHollow.pdf

V. RESOLUTIONS

VI. ORDINANCES

- VI.A. Ordinance E presented for 3rd Reading and designated Ordinance 1192
An Ordinance Adding Chapter 12.32 to the Jackson Municipal Code Regulating Use Of and On the Pathways.

Documents:

OrdE-F-H EbikesPathway3rdRead.pdf

- VI.B. Ordinance F presented for 3rd Reading and Designated Ordinance 1193
An Ordinance Adding Chapter 10.13 to the Jackson Municipal Code Regarding Electric Bicycle Regulations on Streets and Pathways.

- VI.C. Ordinance H presented for 3rd Reading and Designated Ordinance 1194
An Ordinance Amending Title 10.04.205 of the Jackson Municipal Code Regarding Electric Bicycle Regulations.

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Travel to CAST Meeting in August 2018 (Bob Lenz)
- B. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS

MAY 21, 2018

JACKSON, WYOMING

The Jackson Town Council met in workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:06 P.M. Upon roll call the following were found to be present:

- MAYOR: Pete Muldoon.
- COUNCIL: Vice-Mayor Jim Stanford, Hailey Morton Levinson, Don Frank, and Bob Lenz.
- STAFF: Bob McLaurin, Roxanne Robinson, Audrey Cohen-Davis, Tyler Sinclair, Johnny Ziem, and Sandy Birdyshaw.

Non-Discrimination Ordinance Discussion. Audrey Cohen-Davis made staff comment on changes incorporated into the draft ordinance and two options listed under the Violation and Civil Remedy section.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to direct the Town Attorney to finalize the non-discrimination ordinance based upon the discussion and direction today for first reading at an upcoming Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Snow King Public Process Report. Tyler Sinclair made staff comment on the process goal of the Snow King Mountain Stakeholder Group, he recognized members of the group who were present, reported progress to date and next steps, the work product itself, and four final vision scenarios. The desired outcomes of this process is to provide a comprehensive view of future development plans, provide a forum for feedback, develop potential future scenarios with the community, provide an understanding of the review and an approval process, and to provide options and perspectives which inform. No action was taken on this item.

Reducing Plastic Bag Waste. Johnny Ziem made staff comment on options for reducing single-use plastic bags at grocers and retailers, different options on approaching the project, regulations in place at other local governments, and the negative impacts of plastic products. Heather Overholser of Teton County Integrated Solid Waste made comment on the impacts of plastic bags and recycling. Roxanne Robinson made staff comment on a proposed minimum fee.

Public comment was given by: Julian Haas, Sam Danahy, Jeff Golightly, Ashley Watson, Dawn Webster, Bari Bucholz, Paul Hansen, Tim O’Donoghue, Jessica Jaubert, and Greg Miles.

A motion was made by Jim Stanford and seconded by Don Frank to direct staff to bring back an ordinance to impose a ban on single use plastic bags, and also impose a minimum fee for paper bags, the scope of which to be determined by staff, the fee could be remitted to Integrated Solid Waste and Recycling (ISWR) to be used for education and outreach as well as reusable bag distribution. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded Bob Lenz to adjourn to executive session to discuss the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii) and to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(x). The vote showed all in favor and the motion carried. The meeting adjourned at 4:5 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

TOWN COUNCIL PROCEEDINGS

MAY 21, 2018

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, Don Frank and Bob Lenz.

STAFF: Bob McLaurin, Roxanne Robinson, Audrey Cohen-Davis, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Tyler Valentine, Brendan Conboy, Michael Palazzolo, Roger Shultz, Kelly Thompson, Brian Lenz, Rich Ochs, Johnny Ziem, Brian Schilling, Carl Pelletier, and Sandy Birdyshaw

Public Comment: Keith Gingery of the Teton County School Board made comment on the reading program called One Book, One Read, One Community and presented each Councilmember with a copy. Patrick Starich made comment on home delivery service by the U.S. Postal Service.

Consent Calendar. A motion was made by Don Frank and seconded by Hailey Morton Levinson to approve the consent calendar including items A-H as presented with the following motions.

A. **To approve the meeting minutes for the May 7 special workshop, May 7 regular meeting, May 9 special meeting, and the May 14 special workshop as presented.**

B. **Disbursements.** To approve the disbursements as presented. Carquest \$11.08, Ace Hardware \$3283.60, Circ \$2890.00, Teton County Sheriff \$360.00, Thyssen Krupp Elevator \$288.39, Airgas Intermountain \$296.07, High Country Linen \$407.44, Interstate Battery \$468.75, Jackson Lumber \$8532.23, Jackson Paint & Glass \$232.46, Jim & Greg Locksmiths \$12.00, Jackson Hole News & Guide \$5704.23, LVPL \$17053.91, Nelson Engineering \$975.00, Michelle Weber \$700.00, O’Ryan Cleaners \$404.17, St John’s Hospital \$455.00, Napa \$60.72, Antler Motel \$164.00, Wyoming Law Enforcement \$275.00, Animal Care Clinic \$875.44, White Glove Cleaning \$1706.80, On Site Land Surveyors \$519.01, Wam \$100.00, Quick Brown Fox \$715.00, Westbank sanitation \$647.70, Freedom Mailing \$1815.48, USA Blue Book \$341.80, Rotary Club \$300.00, Metroquip \$1706.09, Jack’s Tire & Oil \$2199.96, Energy Laboratories \$212.00, Motorola \$4196.40, Teton County Transfer Station \$47.00, Spring Creek Animal Hospital \$133.10, Blue Spruce Cleaners \$569.31, Glock \$9.00, Division of Victim Services \$100.00, Teton County Sheriff \$10920.58, Kenworth \$760.38, Russ Ruschill \$700.00, Bob McLaurin \$683.19, Ameriwest Water Service \$9226.67, Yellow Iron Excavation \$770.00, LDA Inc \$49.75, Meridian Engineering \$2391.25, Ferguson Enterprises \$42.16, MCI Fleet Support \$1582.31, ER Office Express \$256.04, Visa \$30148.14, Auto Detail \$175.00, Architectural Building Supply \$1175.72, UPS \$92.03, Advanced Glass Trim \$240.00, Tracey Trefren \$76.50, Mike’s Oil Field Service \$3300.00, Stinky Prints #38.72, Lcal Equipment \$11307.66, ICMA Membership \$1109.29, Respond First Aid \$197.80, Gillig \$21813.92, Commercial Tire \$1697.92, Eleaven Food \$171.05, Michael Palazzolo \$792.75, Meyring & Associates \$962.01, Bliss Cargo \$25.75, Silver Creek Supply \$2.32, MSC Industrial Supply \$851.73, Breakfast Rotary \$175.00, Jim Corsi \$100.00, Snake River Roasting \$145.35, Fleetpride \$403.86, Evco \$261.76, Big R Ranch \$156.96, Wamco \$180.00, Standard Drywall \$125.00, Control System Technology \$250.00, Kois Brothers Equipment \$4579.55, Dean’s Pest Control \$140.00, Premier Vehicle Installation \$124.68, HD Fowler \$1757.49, Melissa Owens \$136.00, Jackson Animal Hospital \$704.18, Francisca Marquina \$25.00, Westmatic Corporation \$2633.83, The Radar Shop \$67.50, Jessica Chitwood \$136.00, American Public Transportation \$124.50, Kellerstrass \$31964.78, John Tighe \$81.40, Ashley Blair \$657.80, Shellie Morillo \$136.00, Premier Powder Coating \$14357.50, Wyoming Garage Door \$2411.66, Burkes \$2775.00, Crown Trophy \$33.38, Kathryn Brackenridge \$1251.62, Dash Medical Gloves \$231.60, Amy Faicco \$300.00, Outlaw Brothers Construction \$2382.07, Bluffs Development Group \$5477.00, Gregco \$79714.80, Rachele Rhodes \$100.00, Summit Safety \$393.72, Outline Industries \$575.00, Brendan Conboy \$234.79, Doug Eggers \$250.00, Paul Smith \$250.00, Mutt Mitt \$208.73

C. **Temporary Sign Permit: JH Historical Society (P18-151).** To approve the temporary banners in conjunction with StoryCorp Mobile Studio, subject to three (3) conditions of approval.

D. **Temporary Sign Permit: White Horse Social (P18-152).** To approve the temporary banners in conjunction with White Horse Social, subject to three (3) conditions of approval.

E. **Temporary Sign Permit: Young Life 5K (P18-153).** To approve the temporary banners in conjunction with Young Life 5K Color Run, subject to three (3) conditions of approval.

F. **Special Event: 4th of July – Rotary Club and People’s Market.** To approve the special event application made by Slow Foods of the Tetons for the People’s Markets, including the use of Phil

Baux Park in the case of an overlap date of a JH Live Concert as well as the extended hours on July 4th, subject to the conditions and restrictions listed in the staff report.

G. **Special Event: Old West Days – Additional Request.** To approve the additional request made by the Jackson Hole Chamber of Commerce to serve food and wine on Deloney Street on Sunday, May 27, as part of the 2018 Old Ways Days art demonstration, subject to the conditions and restrictions listed in the staff report.

H. **Teton County / Town of Jackson All-Hazards Recovery Plan.** To approve and adopt the Teton County / Town of Jackson All Hazards Recovery Plan.

Mayor Muldoon called for the vote on the motion to approve the consent calendar. The vote showed all in favor and the motion carried.

April 2018 Municipal Court Report. A motion was made by Don Frank and seconded by Jim Stanford to accept the April 2018 Municipal Court Report into the record. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Temporary Sign Permit: Jackson Hole Shoot Out (P18-155). Skylar Bean of the Jackson Hole Playhouse made comment. Anna Olsen of the Chamber of Commerce made comment.

A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the temporary banners in conjunction with Jackson Hole Shoot Out, subject to three (3) conditions of approval, and allow the banner to be put on the elk arch between June 1 and September 3, Monday through Saturday, during the event from 5:45 to 6:30 p.m. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Special Event: SnoCross. Carl Pelletier made staff comment. Public comment was given by John Santaniello of Snow King Mountain Resort, Anna Olsen of the Chamber of Commerce, Brian Hasenack, Anne Buckley of Snow King Hotel, and Kaden Woodie.

A motion was made by Bob Lenz and seconded by Don Frank to approve the special event application made by the Snow King Mountain Resort, the Central Reservations Board, Snow King Hotel and ISOC Racing for the 2018 ISOC Championship SnoCross at Snow King Mountain, subject to the conditions and restrictions listed in the staff report. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Town Attorney Contract. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve the Town Attorney's contract as presented. Mayor Muldoon called for the vote. The vote showed 3-2 in favor, with Muldoon and Stanford opposed. The motion carried.

Amendment to Contract with Clarion Associates to revise the Nexus Study. Tyler Sinclair made staff comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve Amendment #1 to the Agreement of Housing Requirements Amendment Services with Clarion Associates for the update of the 2013 Nexus Study, with Town's responsibility of \$11,600. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Affirmation of Authorization for Outdoor Liquor Service at Snake River Grill. Sandy Birdyshaw made staff comment. Midge Simpson, owner of Chet's Way, made public comment on use of the stairs.

A motion was made by Don Frank and seconded by Jim Stanford to affirm the authorization for Snake River Grill to serve alcohol and malt beverages on their 2nd story outdoor decks only, and to provide appropriate insurances and easements to access and protect their customers, and the applicant abide by any restrictions or easements in place with the neighbors. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-126: Encroachment Agreement at 45 S. Cache Street. Brendan Conboy and Brian Lenz made staff comment. Arne Jorgensen made public comment on behalf of the applicant.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner Coulter House / Midge Simpson for the existing boardwalk canopy and to allow the replacement of gutters which will

encroach a total of approximately 10 feet 5 inches on the northwest corner of Broadway Avenue and 9 feet 5 inches on the southeast corner of Cache Street into the Town right-of-way from the property at 45 South Cache Street, subject to final review and approval by the Town Attorney. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P18-125: Encroachment Agreement at 875 Snow King Court. Brendan Conboy and Brian Lenz made staff comment.

A motion was made by Don Frank and seconded by Hailey Morton Levinson to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owners WAF, Inc. to allow a soil nails and a retaining wall for a new driveway to encroach 15.3 feet into the Town right-of-way to access the property at 875 Snow King Court, subject to final review and approval by the Town Attorney. Mayor Muldoon called for the vote. The vote showed 4-0 in favor, with Stanford absent. The motion carried.

Item P18-124: Encroachment Agreement at 785 Snow King Drive. Tyler Valentine made staff comment.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner Bob Owens to allow an existing single-family home with new basement to be located 27.5 feet from the front property line which encroaches 2.5 feet into a Town right-of-way easement, subject to final review and approval by the Town Attorney and one (1) condition of approval:

1. If a building permit for the garage and associated retaining elements is not submitted within the one (1) year timeframe that was approved with variance Item P18-052, this encroachment agreement shall expire. Such language shall be written into the encroachment agreement subject to the final review of the Town Attorney.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 18-12: A Resolution of Appreciation to Bob McLaurin. Mayor Muldoon read a Resolution of Appreciation to Mr. Bob McLaurin into the record. A motion was made by Jim Stanford and seconded by Don Frank and Hailey Morton Levinson to approve Resolution 18-12, A Resolution of Appreciation as presented.

RESOLUTION 18-12

WHEREAS, Town Manager Bob McLaurin has lead the employees of the Town of Jackson, served the elected officials of the Town and the citizens and guests to our community as Town Administrator from 1991 to 1993 and again as Town Manager from 2003 to 2018, and prior to that serving as Assistant Town Administrator and Town Planner; and

WHEREAS, Bob McLaurin has helped facilitate the acquisition, completion, and management of several of the major projects and amenities in the Town of Jackson in the last 30+ years including the Snow King Center, the Karns Meadow purchase, the parking garage, the comprehensive plan in the 1990s and the current update to the comprehensive plan and land development regulations; and

WHEREAS, Bob McLaurin stepped into the provision of employee housing with the initial purchase of homes on the Snow King Maple Way realignment route and the purchase of the Brown Property, and since that time has continued to see the critical importance of providing and continuing to increase Town of Jackson employee rental units, partnering with the Housing Trust for home ownership opportunities for Town employees, and supported creative initiatives to partner with employees for home ownership; and

WHEREAS, Bob McLaurin has transformed the culture of the Town of Jackson organization by introducing, reinforcing, and cementing the concepts of Core Values, Mission and Purpose for the Town of Jackson and by providing the leadership necessary for employees to develop to their highest potential and by leaving a legacy of positive team culture and the establishment of the strongest team of leaders the Town of Jackson has ever developed; and

WHEREAS, Bob McLaurin has successfully represented the Town of Jackson's interests to the Wyoming State Legislature as well as developed key relationships across the state and further brought the Town into the CAST organization to learn from our counterparts in resort communities on issues facing each of us; and

WHEREAS, Bob McLaurin was a strong advocate of the START Bus System and was instrumental in bringing the transit system into Town and County operations in the 1990s and has continued to

support and provide leadership regarding the purchase and acquisition of property that allowed the Town to obtain ownership of the parcel of land where the current transit facility is located; and

WHEREAS, Bob McLaurin's vision surrounding employee development has always been one of creating future leaders to either move up in our organization or become leaders in another organization and further that Bob always supported employees on issues related to a healthy work/life balance, taking time out of the workday to enjoy the beautiful area we live by skiing a couple of runs on a powder day and always being an example to others in terms of making family a priority; and

WHEREAS, Bob McLaurin's leadership and management surrounding the Town of Jackson general fund and enterprise fund budgets has placed the Town in a very good position moving into the future; and

WHEREAS, it is people such as Bob McLaurin that do not come around so often, for when they do we are truly fortunate and blessed and Jackson is notably a better place because of Bob McLaurin having served and shaped the strong municipal organization we have today;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Town Council of the Town of Jackson in regular session duly assembled, that the Mayor and Town Council on behalf of all of the employees in the organization, as well as all of the people of the Town of Jackson and Jackson community, shall and do hereby take this opportunity to express their sincere gratitude and appreciation and offer a heartfelt thank you to Bob McLaurin for his many years of dedicated service to the Town of Jackson government and community and his lasting leadership legacy.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the many years of fine service given by Bob McLaurin.

DATED THIS 21st DAY OF MAY, 2018.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

ORDINANCE E

AN ORDINANCE ADDING CHAPTER 12.32 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGULATING USE OF AND ON THE PATHWAYS IN THE TOWN OF JACKSON, 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:

ORDINANCE F

AN ORDINANCE ADDING CHAPTER 10.13 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROVIDING FOR THE USE AND REGULATION OF ELECTRIC BICYCLES ON THE STREETS AND PATHWAYS OF THE TOWN OF JACKSON, 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:

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 661 AND SECTION 10.04.205 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING ELECTRIC BICYCLES WITHIN ON-STREET BIKELANES AND PATHWAYS IN THE TOWN OF JACKSON; 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:

Public comment was given by John Clark, Mark Memmer, Jake Elkins, and Wilastar Delea.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance E on second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Ordinance F on second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to approve Ordinance H on second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor, with Stanford opposed. The motion carried.

Matters from Mayor and Council. Jim Stanford made comment on airport services. Mayor Muldoon and Brian Schilling made comment on the Wyoming Bike Walk Trails Summit. There was discussion on home mail delivery and creating a taskforce to work with the Post Office on home delivery – this will be brought back for discussion.

Town Manager's Report. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to accept the Town Manager's Report. The Town Manager's Report contained an update on sales and lodging tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:57 p.m.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb

Published JH News & Guide: May 30, 2018

TOWN COUNCIL PROCEEDINGS

MAY 29-30, 2018

JACKSON, WYOMING

The Jackson Town Council met in special session in the Council Chambers of Town Hall located at 150 East Pearl at 6:03 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, and Don Frank. Bob Lenz arrived at 6:30 p.m.

STAFF: Tyler Sinclair, Paul Anthony, Audrey Cohen-Davis, and Sandy Birdyshaw.

Districts 3-6 Zoning and Parking. Tyler Sinclair and Paul Anthony made introductory staff comment on the draft Land Development Regulations (LDR) release of Character Districts 3-6.

Public comment was given by: Anna Olson and Anne Cresswell of the Collaborative Group, Joe Rice, Jack Koehler, Jeff and Amy Golightly, Judd Grossman, Will Farrow, Matt Faupel, Doug Halsey, Daryl Peightal, Jim Darwiche, Arne Jorgensen, Sadek Darwiche, Mike McDonald, Scotty Craighead, Patty Ewing, Diane Barkwell, Dave Simpson, Barry Greist, Greg Miles, John Prinner, Kevin Schultz, Kalie Geek, and Paul Walters.

Paul Anthony and Tyler Sinclair began the zoning changes discussion with the Daisy Bush area Zoning Map and discussion followed on the key issues.

A motion was made by Bob Lenz and seconded by Jim Stanford to continue this meeting to tomorrow, May 30, 2018 at 2:00 p.m. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. Tonight's session recessed at 9:02 p.m.

The meeting reconvened on Wednesday, May 30, 2018 at 2:00 p.m. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Jim Stanford, Hailey Morton Levinson, Bob Lenz, and Don Frank.

STAFF: Tyler Sinclair, Paul Anthony, Audrey Cohen-Davis, and Sandy Birdyshaw.

Paul Anthony and Tyler Sinclair picked up the discussion with key issue number five through ten and then the table of general modifications. Jim Stanford left the meeting at 4:35 p.m.

Item A: Text Amendment. A motion was made by Hailey Morton Levinson and seconded by Don Frank to approve Item P17-077, the Districts 3 through 6 and Town Parking amendments to the text of Town of Jackson Land Development Regulations dated March 16, 2018, and as presented by Staff, finding pursuant to Section 8.7.1.C, Findings, that P17-077 is 1) Consistent with purposes of LDRs, 2) Improves consistency with other LDRs, 3) Provides flexibility with standards that clearly define desired character, 4) Necessary to meet changes or public necessity, 5) Improves implementation of Comprehensive Plan, and 6) Consistent with other Town Ordinances; subject to the modifications discussed on May 29-30, 2018. Mayor Muldoon called for the vote. The vote showed all in favor with Stanford absent. The motion carried.

Item B: Zoning Map Amendment. A motion was made by Bob Lenz and seconded by Hailey Morton Levinson to approve Item P18-173, the District 3 - 6 and Town Parking amendments to Official Zoning Map, dated March 16, 2018, and as presented by Staff, finding pursuant to Section 8.7.2.C, Findings for Approval, that P18-173 is 1) Consistent with purposes of LDRs, 2) Improves implementation of desired future character, 3) Necessary to meet changes or public necessity, and 4) Consistent with other Town Ordinances; subject to the modifications discussed on May 29-30, 2018. Mayor Muldoon called for the vote. The vote showed all in favor with Stanford absent. The motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Bob Lenz to adjourn the Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 5:10 P.M.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

minutes: spb
Published JH News & Guide: June 6, 2018

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
2	JACKSON CURBSIDE INC.	00025617	RECYCLING COLLECTION @ H	05/10/2018	645.00	.00	
2	JACKSON CURBSIDE INC.	00025630	RECYCLING COLLECTION @ P	05/10/2018	165.00	.00	
Total 2:					810.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-386607	PAINTED ROTOR, BRK PADS S	05/01/2018	191.44	.00	
5	CARQUEST AUTO PARTS INC.	6090-386993	CANISTER SOLENOID	05/04/2018	22.52	.00	
5	CARQUEST AUTO PARTS INC.	6090-388523	ALTERNATOR	05/16/2018	217.56	.00	
5	CARQUEST AUTO PARTS INC.	6090-388562	ING WIRES PRO SERIES, SPAR	05/16/2018	122.60	.00	
5	CARQUEST AUTO PARTS INC.	6090-388564	RUBBER GASKET MAKER	05/16/2018	22.28	.00	
5	CARQUEST AUTO PARTS INC.	6090-388594	SWAY BAR LINKS	05/16/2018	19.40	.00	
Total 5:					595.80	.00	
10	CASH	053118	petty CASH	05/31/2018	57.66	57.66	05/31/2018
10	CASH	053118	petty CASH	05/31/2018	49.81	49.81	05/31/2018
10	CASH	053118	petty CASH	05/31/2018	63.00	63.00	05/31/2018
10	CASH	053118	petty CASH	05/31/2018	21.28	21.28	05/31/2018
Total 10:					191.75	191.75	
13	SAFETY SUPPLY & SIGN CO., I	163622	FLAGS, FRT	04/04/2018	620.64	.00	
Total 13:					620.64	.00	
36	IDAHO STATE TAX COMMISSIO	052818	MAY WITHHOLDINGS	05/28/2018	1,943.00	1,943.00	05/29/2018
Total 36:					1,943.00	1,943.00	
51	ACE HARDWARE	603159	TIES CABLE, ROPE NYLON, TH	05/02/2018	86.96	.00	
51	ACE HARDWARE	605344	BROOM OUTDOOR AANGLER 1	05/16/2018	14.99	.00	
51	ACE HARDWARE	605575	COUPLE BRS3/4MH3, LINK CHA	05/17/2018	31.45	.00	
51	ACE HARDWARE	605647	CAP PVC SCH40 1"FPT, COUPL	05/17/2018	2.48	.00	
51	ACE HARDWARE	606021	GLOVE NITRILE, TRADESMAN'S	05/20/2018	66.97	.00	
51	ACE HARDWARE	606188	SOCKET ADAPTER	05/21/2018	5.49	.00	
51	ACE HARDWARE	606204	RULE TAPE 1-1/4	05/21/2018	21.99	.00	
51	ACE HARDWARE	606409	STIHL-HP	05/23/2018	31.08	.00	
51	ACE HARDWARE	606648	WRENCH ADJUSTABLE 12" AC	05/24/2018	93.95	.00	
51	ACE HARDWARE	606746	FOAM, SLOT RD, HEX NUT, SIA	05/24/2018	18.33	.00	
51	ACE HARDWARE	606748	LINK CHAIN QUICK , SHACKLE	05/24/2018	11.98	.00	
51	ACE HARDWARE	606881	MULT CATCH MOUSE TRAP, N	05/25/2018	121.94	.00	
51	ACE HARDWARE	607261	USS FLAT WASHER, HX BOLT	05/29/2018	1.63	.00	
51	ACE HARDWARE	607339	USS FLAT WAHSERS, SCRW	05/29/2018	25.20	.00	
51	ACE HARDWARE	607367	BATTERY ALKLN	05/29/2018	14.99	.00	
51	ACE HARDWARE	607379	WD40 SMART STRAW, LUBE A	05/29/2018	140.93	.00	
51	ACE HARDWARE	607461	STAPLE GUN HD, RUBBER MAL	05/30/2018	59.96	.00	
51	ACE HARDWARE	607582	IN SCTKLR LWN & LND CON	05/30/2018	14.99	.00	
Total 51:					765.31	.00	
65	DELCON INC	197738	JOB: 9-474- WELL #5 PHASE II	04/30/2018	23,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 65:					23,000.00	.00	
67	JACKSON HOLE HISTORICAL S	051418	4TH QUARTER PAYMENT	05/14/2018	1,875.00	.00	
Total 67:					1,875.00	.00	
78	A-CORE OF IDAHO INC.	288380	CORE DRILLING - CONCRETE S	05/02/2018	400.00	.00	
Total 78:					400.00	.00	
81	EVANS CONSTRUCTION INC	185840	TICKET #: 140150682	04/23/2018	255.22	.00	
81	EVANS CONSTRUCTION INC	186858	TICKET #: 140153317- ROAD BA	05/17/2018	224.29	.00	
81	EVANS CONSTRUCTION INC	187089	TICKETS #: 140154267 & 140154	05/24/2018	379.62	.00	
81	EVANS CONSTRUCTION INC	187094	TICKET #: 140154313	05/24/2018	11.75	.00	
81	EVANS CONSTRUCTION INC	TOJ#18-15 #1	PROJ: 2018 SPRING OVERLAY	04/24/2018	92,038.75	.00	
Total 81:					92,909.63	.00	
90	UTILITY TECHNICAL SERVICE	8073	#: LS-18- LODGING, MEALS, MIL	05/20/2018	5,593.54	.00	
Total 90:					5,593.54	.00	
96	HIGH COUNTRY LINEN	0063858	BUILDING MAINT @ PUBLIC W	04/26/2018	57.05	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: ADMIN	04/26/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: SEWER	04/26/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: WATER	04/26/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: STREETS	04/26/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: FLEET	04/26/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: WWTP	04/26/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0063858	UNIFORMS: SEASONALS	04/26/2018	4.85	.00	
96	HIGH COUNTRY LINEN	0064821	BUILDING MAINT @ PUBLIC W	05/03/2018	24.00	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: ADMIN	05/03/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: SEWER	05/03/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: WATER	05/03/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: STREETS	05/03/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: FLEET	05/03/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: WWTP	05/03/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0064821	UNIFORMS: SEASONALS	05/03/2018	4.85	.00	
96	HIGH COUNTRY LINEN	0065899	BUILDING MAINT @ PUBLIC W	05/10/2018	57.05	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: ADMIN	05/10/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: SEWER	05/10/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: WATER	05/10/2018	26.67	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: STREETS	05/10/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: FLEET	05/10/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: WWTP	05/10/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0065899	UNIFORMS: SEASONALS	05/10/2018	4.85	.00	
96	HIGH COUNTRY LINEN	0067796	MATS @ TOWN HALL	05/22/2018	215.50	.00	
96	HIGH COUNTRY LINEN	0068018	BUILDING MAINT @ WWTP	05/23/2018	83.17	.00	
96	HIGH COUNTRY LINEN	0068252	BUILDING MAINT @ PUBLIC W	05/24/2018	59.05	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: ADMIN	05/24/2018	9.70	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: SEWER	05/24/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: WATER	05/24/2018	36.37	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: STREET	05/24/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: FLEET	05/24/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0068252	UNIFORMS: WWTP	05/24/2018	24.25	.00	
96	HIGH COUNTRY LINEN	0069498	BUILDING MAINT @ PUBLIC W	05/31/2018	26.00	.00	
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: ADMIN	05/31/2018	9.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: SEWER	05/31/2018	19.40	.00	
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: WATER	05/31/2018	36.37	.00	
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: STREET	05/31/2018	65.48	.00	
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: FLEET	05/31/2018	38.80	.00	
96	HIGH COUNTRY LINEN	0069498	UNIFORMS: WWTP	05/31/2018	24.25	.00	
96	HIGH COUNTRY LINEN	S0065200	WYPALL 1008CT	05/04/2018	95.40	.00	
96	HIGH COUNTRY LINEN	S0068747	FLOOR BALANCE	05/26/2018	104.48	.00	
96	HIGH COUNTRY LINEN	S0069449	UNIFORM: SET-UP	05/31/2018	23.76	.00	
Total 96:					1,700.91	.00	
131	JACKSON HOLE NEWS & GUID	277774	AD#344639- WATER QUALITY D	04/30/2018	1,233.96	.00	
131	JACKSON HOLE NEWS & GUID	278113	AD#345535- BID 18-19	05/02/2018	87.46	.00	
131	JACKSON HOLE NEWS & GUID	278113	AD#345534- BID 18-19	05/02/2018	87.46	.00	
131	JACKSON HOLE NEWS & GUID	27835	AD#346359	05/09/2018	83.48	.00	
131	JACKSON HOLE NEWS & GUID	278391	AD#346367- 2018 CHIP SEAL	05/09/2018	95.40	.00	
131	JACKSON HOLE NEWS & GUID	278513	AD#346668	05/16/2018	537.60	.00	
131	JACKSON HOLE NEWS & GUID	278729	AD#346978- 2018 CHIP SEAL	05/16/2018	95.40	.00	
131	JACKSON HOLE NEWS & GUID	279045	AD#346674	05/23/2018	218.40	.00	
131	JACKSON HOLE NEWS & GUID	279407	AD#347190	05/23/2018	218.40	.00	
131	JACKSON HOLE NEWS & GUID	30095 0518	JACKSON HOLE DAILY	05/30/2018	570.00	.00	
131	JACKSON HOLE NEWS & GUID	30095 0518	JACKSON HOLE DAILY	05/30/2018	.50	.00	
Total 131:					3,228.06	.00	
139	JORGENSEN ASSOCIATES, PC	40749	PROJ: 08013 JACKSON HOLE AI	04/20/2018	1,012.50	.00	
139	JORGENSEN ASSOCIATES, PC	40816	PROJ: 17036- TOJ - NORTH KIN	05/03/2018	16,553.38	.00	
139	JORGENSEN ASSOCIATES, PC	40830	PROJ: 17413 TOJ/SNOW KING E	05/04/2018	393.69	.00	
139	JORGENSEN ASSOCIATES, PC	40893	PROJ: 08013 JACKSON HOLE AI	05/24/2018	866.80	.00	
Total 139:					18,826.37	.00	
156	LOWER VALLEY ENERGY INC	92050-355 04/	92050-0355: S CACHE LIGHTIN	05/21/2018	46.62	.00	
156	LOWER VALLEY ENERGY INC	92050-356: 04/	92050-356: KARNs MEADOW ST	05/21/2018	632.01	.00	
156	LOWER VALLEY ENERGY INC	92050-360- 04/	92050-360: 1035 W BROADWAY	05/21/2018	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-362- 04/	92050-362: STELLARIA LN/S HW	05/21/2018	19.21	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-091: 665 FLAT CREEK DR	05/10/2018	16.62	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-002: ANIMAL SHELTER	05/10/2018	364.36	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-003: ASPEN HIGHLAND	05/10/2018	310.40	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-008: CEMETARY	05/10/2018	39.94	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-014: HEAT TAPE	05/10/2018	109.54	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-018: JBP SEWER LIFT PU	05/10/2018	21.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-019: LIFT PUMP COTTON	05/10/2018	63.65	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-023: RANGEVIEW ST LT	05/10/2018	18.99	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-024: SEWER LIFT PUMP	05/10/2018	1.90	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-026: 450 SNOW KING AV	05/10/2018	291.94	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-027: ST LIGHT LOTS 20, 2	05/10/2018	19.06	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-028: ST LIGHT LOTS 26, 2	05/10/2018	18.59	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-030: ST LIGHT LOTS 95, 9	05/10/2018	18.53	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-031: ST LIGHT LOTS 38, 3	05/10/2018	18.66	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-032: ST LIGHT LOTS 88, 8	05/10/2018	18.79	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-034: ST LIGHT LOTS 80, 8	05/10/2018	18.66	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-035: ST LIGHT COTTON	05/10/2018	18.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LIGHT LOTS 12, 1	05/10/2018	16.49	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-036: ST LIGHT LOTS 86, 8	05/10/2018	18.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-039: ST LIGHT LOTS 90, 9	05/10/2018	18.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-040: ST LIGHT LOTS 90, 9	05/10/2018	16.49	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-041: ST LIGHT LOTS 99, 1	05/10/2018	19.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-043: ST LIGHT LOTS 68, 6	05/10/2018	18.59	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-044: SNOW KING EST BO	05/10/2018	211.34	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-052: WELLS TOJ	05/10/2018	32.95	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-053: WELLS #2 & #3	05/10/2018	3,196.86	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-054: CITY WELL ELK REF	05/10/2018	61.45	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-055: CITY WELL ELK REF	05/10/2018	41.03	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-056: CITY WELL ELK REF	05/10/2018	52.15	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-059: POLIVE GARGE	05/10/2018	202.60	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-060: SOUTH GARGE	05/10/2018	1,205.85	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-061: PUBLIC WORKS	05/10/2018	1,106.76	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-082: EAST STORAGE BUI	05/10/2018	306.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-092: 3150 ADAMS CANYO	05/10/2018	464.79	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-094: SNOW KING AVE W	05/10/2018	6.44	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-111: PEARL/WILLOW ST	05/10/2018	17.87	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-115: 55 KARNS MEADOW	05/10/2018	14.53	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-128: SKA MAINT AREA	05/10/2018	14.53	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-332: N GLENWOOD MCC	05/10/2018	29.32	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-335: N CACHE & N GLEN	05/10/2018	9.48	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-342: 25 S REDMON ST LI	05/10/2018	32.45	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-353: W DELONEY ST FO	05/10/2018	78.06	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-358: 650 W BDWY PATH	05/10/2018	71.27	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP:41	92050-366: BUDGE DR SLIDE T	05/10/2018	16.69	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-005: CACHE KUDAR LIGH	05/21/2018	41.57	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-006: CACHE ST N LIGHTI	05/21/2018	27.87	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-010: ELY SPRINGS RD FI	05/21/2018	2,471.84	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-016: HOME RANCH LIGH	05/21/2018	27.69	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-020: PATHWAY TUNNEL	05/21/2018	52.70	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-126: LIFT STATION B SP	05/21/2018	21.42	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-127: LIFT STATION A MAI	05/21/2018	156.04	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-130: 3 CRK ST LT	05/21/2018	21.92	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-132: PARKING GARAGE	05/21/2018	737.94	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-134: PARKING GARAGE	05/21/2018	46.71	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-334: JOSEPHINE LOOP L	05/21/2018	68.28	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-336: HIDDEN RANCH PAT	05/21/2018	28.59	.00	
156	LOWER VALLEY ENERGY INC	92050-GRP177	92050-341: HOME RANCH REST	05/21/2018	18.68	.00	
Total 156:					13,089.62	.00	
187	NELSON ENGINEERING	46874	PROJ: 14-175-03 WEST BROAD	04/25/2018	13,657.56	.00	
Total 187:					13,657.56	.00	
236	SMITH POWER PRODUCTS,INC	3044104	FRT, VALVE ASSEMBLY-SOLEN	04/24/2018	539.18	.00	
Total 236:					539.18	.00	
244	WATTS STEAM STORE ROCKY	70754	PRESSURE WASHER MOTOR	05/18/2018	1,250.00	.00	
244	WATTS STEAM STORE ROCKY	70759	PUMP BELT	05/18/2018	3,000.00	.00	
Total 244:					4,250.00	.00	
257	NAPA AUTO PARTS INC.	773836	O-RING, CURVED RADIATOR H	05/02/2018	8.51	.00	
257	NAPA AUTO PARTS INC.	773838	D EARTH	05/02/2018	16.04	.00	
257	NAPA AUTO PARTS INC.	774260	NAPA SEALANT FOAM	05/03/2018	31.44	.00	
257	NAPA AUTO PARTS INC.	774351	OIL PRESSURE SWITCH	05/04/2018	63.96	.00	
257	NAPA AUTO PARTS INC.	774390	JB WELD	05/04/2018	13.98	.00	
257	NAPA AUTO PARTS INC.	775054	CP SCREW, N08 NUT	05/08/2018	46.76	.00	
257	NAPA AUTO PARTS INC.	775591	FUEL FILTER	05/10/2018	8.82	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	775848	NAPAGOLD AIR FILTER	05/11/2018	8.33	.00	
257	NAPA AUTO PARTS INC.	776184	NAPA GOLD AIR FILTERS	05/14/2018	90.56	.00	
257	NAPA AUTO PARTS INC.	776310	1'X20' HOSE	05/15/2018	59.24	.00	
257	NAPA AUTO PARTS INC.	776311	1"X20' HOSE	05/15/2018	59.24	.00	
257	NAPA AUTO PARTS INC.	776350	OESPECTRUM CAR SHOCK	05/15/2018	141.92	.00	
257	NAPA AUTO PARTS INC.	776354	NAPAGOLD AIR FILTER	05/15/2018	8.33	.00	
257	NAPA AUTO PARTS INC.	776355	NAPAGOLD AIR FILTER	05/15/2018	24.99	.00	
257	NAPA AUTO PARTS INC.	776369	NAPAGOLD OIL FILTERS, AIR FI	05/15/2018	312.83	.00	
257	NAPA AUTO PARTS INC.	776526	MARINE PRIMARY WIRE	05/15/2018	106.00	.00	
257	NAPA AUTO PARTS INC.	776617	BREAKAWAY 1	05/16/2018	254.24	.00	
257	NAPA AUTO PARTS INC.	779011	BRAKE PADS- FRONT & REAR	05/29/2018	140.82	.00	
Total 257:					1,396.01	.00	
268	TETON MOTORS INC	5085798	RADIATOR	05/17/2018	386.33	.00	
268	TETON MOTORS INC	5085811	SHIELD	05/17/2018	22.22	.00	
Total 268:					408.55	.00	
329	WYOMING RETIREMENT SYST	156585	MAY CONTRIBUTIONS	05/29/2018	25,837.65	25,837.65	05/29/2018
329	WYOMING RETIREMENT SYST	156586	MAY CONTRIBUTIONS	05/29/2018	33,327.25	33,327.25	05/29/2018
329	WYOMING RETIREMENT SYST	156587	MAY CONTRIBUTIONS	05/29/2018	30,639.65	30,639.65	05/29/2018
Total 329:					89,804.55	89,804.55	
437	WORT HOTEL	TJ051518	GOLD PIECE ROOM RECEPTIO	05/15/2018	772.00	.00	
Total 437:					772.00	.00	
447	CDW-GOVERNMENT	MM42513	GOV MS MPSA OffICE 365 USR	04/24/2018	24,500.00	.00	
447	CDW-GOVERNMENT	MMZ6409	BRO RJ4040-K RUGGEDJET	04/26/2018	490.76	.00	
Total 447:					24,990.76	.00	
463	ANIMAL CARE CLINIC OF JACK	625911472	SEDATION	05/07/2018	50.40	.00	
463	ANIMAL CARE CLINIC OF JACK	625921723	MEDS	05/16/2018	38.50	.00	
Total 463:					88.90	.00	
472	WHITE GLOVE CLEANING, INC.	33780	CARPET CLEANING PD	07/24/2017	899.45	899.45	05/21/2018
472	WHITE GLOVE CLEANING, INC.	34814	CLEAN SHELTERS MAY	05/29/2018	1,166.99	.00	
472	WHITE GLOVE CLEANING, INC.	34814	TRASH CANS	05/29/2018	127.31	.00	
Total 472:					2,193.75	899.45	
503	HUNT CONSTRUCTION INC	7784	DUSTGARD & APPLICATION @	05/23/2018	1,172.00	.00	
503	HUNT CONSTRUCTION INC	7786	DUSTGARD & APPLICATION @	05/24/2018	5,127.50	.00	
Total 503:					6,299.50	.00	
544	CENTURYLINK	1438735328	307-733-3932	04/19/2018	223.56	.00	
544	CENTURYLINK	1440788554	307-734-4419	05/15/2018	.02	.00	
544	CENTURYLINK	307-111-5050	307-111-5050 246m	05/07/2018	10.34	.00	
544	CENTURYLINK	733-3106 0518	307-733-3106 742B	05/13/2018	36.51	.00	
Total 544:					249.75	.00	
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	30.10	30.10	05/29/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	171.15	171.15	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	115.02	115.02	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	66.84	66.84	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	186.86	186.86	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	245.28	245.28	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	218.30	218.30	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	224.52	224.52	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	165.20	165.20	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	198.63	198.63	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	154.97	154.97	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	113.96	113.96	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	1,550.64	1,550.64	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	91.72	91.72	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	88.70	88.70	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	246.77	246.77	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	301.36	301.36	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	392.17	392.17	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	87.23	87.23	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	185.49	185.49	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	198.92	198.92	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	52.52	52.52	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	493.05	493.05	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	108.48	108.48	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	44.45	44.45	05/29/2018
671	LINCOLN NATIONAL LIFE	107747 0618	JUNE PREMIUM	05/25/2018	44.45	44.45	05/29/2018
671	LINCOLN NATIONAL LIFE	3685008485	JUNE PREMIUM	05/18/2018	1,096.09	1,096.09	05/29/2018
Total 671:					6,872.87	6,872.87	
677	MACY'S SERVICES	28542	GREASE PROCESS	04/30/2018	2,757.00	.00	
Total 677:					2,757.00	.00	
706	USA BLUE BOOK	565465	FERROMAGNETIC LOCATOR	05/07/2018	893.05	.00	
Total 706:					893.05	.00	
708	DELTA DENTAL PLAN OF WYO	051518	JUNE PREMIUM	05/15/2018	566.80	566.80	05/23/2018
Total 708:					566.80	566.80	
1054	SUNRISE ENVIRONMENTAL	84473	KRYSTAL ICE	03/09/2018	161.97	.00	
1054	SUNRISE ENVIRONMENTAL	85620	HI-LO	04/13/2018	389.38	.00	
1054	SUNRISE ENVIRONMENTAL	86474	PACEMAKER, ENHANCE, PRIS	05/09/2018	639.84	.00	
Total 1054:					1,191.19	.00	
1134	ENERGY LABORATORIES INC.	155479	INFLUENT, EFFLUENT	05/17/2018	106.00	.00	
1134	ENERGY LABORATORIES INC.	157137	INFLUENT, EFFLUENT	05/24/2018	106.00	.00	
Total 1134:					212.00	.00	
1165	GRAFIX SHOPPE INC.	120461	DECALS	04/11/2018	124.49	.00	
Total 1165:					124.49	.00	
1178	ALAN'S WELDING INC.	48275	FLAG HOLDERS	04/11/2018	18.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1178:					18.25	.00	
1355	TETON COUNTY TRANSFER ST	369870	DIM/LUMBER	05/18/2018	94.00	.00	
1355	TETON COUNTY TRANSFER ST	369915	DIM/LUMBER	05/18/2018	62.00	.00	
Total 1355:					156.00	.00	
1504	ONE CALL OF WYOMING	48383	TICKETS FOR APRIL 2018 CDC	05/04/2018	151.88	.00	
1504	ONE CALL OF WYOMING	48383	TICKETS FOR APRIL 2018 CDC	05/04/2018	151.87	.00	
Total 1504:					303.75	.00	
1605	SMITH, G. TODD	051818	TUITON REIMBURSEMENT	05/18/2018	283.50	.00	
Total 1605:					283.50	.00	
1634	ENTENMANN-ROVIN CO	0135789-IN	BADGES	05/17/2018	338.00	.00	
Total 1634:					338.00	.00	
1764	WYOMING.COM INC	1803901	DOMAIN HOSTING	04/05/2018	5.00	.00	
1764	WYOMING.COM INC	1809650	DOMAIN HOSTING	05/07/2018	5.00	.00	
Total 1764:					10.00	.00	
1783	AT&T	05162018	MONTHLY CHARGES	05/08/2018	64.70	.00	
1783	AT&T	05192108	WIRELESS	05/11/2018	247.56	.00	
1783	AT&T	14KL-LG7Y-RL	APC UPS	05/20/2018	50.83	.00	
Total 1783:					233.69	.00	
1949	VERIZON WIRELESS	9806420915	MONTHLY SERVICES	05/01/2018	4,759.24	.00	
1949	VERIZON WIRELESS	9806420916	MONTHLY SERVICES	05/01/2018	2,554.57	.00	
1949	VERIZON WIRELESS	98078320026	690-7868	05/15/2018	36.25	.00	
1949	VERIZON WIRELESS	98078320026	699-2277	05/15/2018	46.21	.00	
Total 1949:					7,396.27	.00	
2179	XEROX CORPORATION	093097848	CONTRACT COPIER	05/01/2018	75.52	.00	
2179	XEROX CORPORATION	093097849	CONTRACT COPIER	05/01/2018	360.02	.00	
2179	XEROX CORPORATION	093097850	CONTRACT COPIER	05/01/2018	396.66	.00	
2179	XEROX CORPORATION	093097851	CONTRACT COPIER	05/01/2018	76.02	.00	
2179	XEROX CORPORATION	093097867	CONTRACT COPIER	05/01/2018	153.02	.00	
2179	XEROX CORPORATION	154273530	CONTRACT COPIER	04/21/2018	121.00	.00	
Total 2179:					1,182.24	.00	
2269	AFLAC	761895	ACCOUNT #y9599	05/25/2018	3,536.32	3,536.32	05/29/2018
Total 2269:					3,536.32	3,536.32	
2380	EMPLOYERS COUNCIL SERVIC	0000210266	TRAVEL EXPENSES	04/27/2018	586.60	.00	
2380	EMPLOYERS COUNCIL SERVIC	0000210992	TRAINING HARASSMENT/DIVE	05/09/2018	130.00	.00	
Total 2380:					716.60	.00	
2485	KENWORTH SALES COMPANY	IDFIN2817205-	TEFLON O SEAL	05/16/2018	195.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2485	KENWORTH SALES COMPANY	IDFIN2820810	INDICATOR- LOOSE NUT	05/16/2018	120.00	.00	
Total 2485:					315.70	.00	
2758	RANCH INN	051418	VICTIM SERVICES	05/14/2018	200.00	.00	
Total 2758:					200.00	.00	
2802	WESTWOOD CURTIS	20550	PROJ: 18-017 DRAINAGE POND	04/11/2018	1,190.00	.00	
Total 2802:					1,190.00	.00	
3303	BRISTOL, JAMES	6196	SUMMER START SCHEDULES	05/24/2018	1,540.00	.00	
Total 3303:					1,540.00	.00	
3408	E.R. OFFICE EXPRESS	08876	CORK DRY ERASE BOARD, CO	04/11/2018	108.83	.00	
3408	E.R. OFFICE EXPRESS	09177	CORRECTION TAPE	05/14/2018	30.20	.00	
3408	E.R. OFFICE EXPRESS	09196	PAPER	05/16/2018	149.98	.00	
3408	E.R. OFFICE EXPRESS	09232	OPAQUE PLASTIC BINDING SY	05/18/2018	181.60	.00	
3408	E.R. OFFICE EXPRESS	09274	PENS	05/24/2018	8.00	.00	
Total 3408:					478.61	.00	
3550	EXPOSURE SIGNS INC	5920	TIME CHART	05/21/2018	250.00	.00	
Total 3550:					250.00	.00	
3596	ADVANCED GLASS TRIM, LLC	19199	WINDSHIELD #638- 2012 CHEV	05/23/2018	240.00	.00	
Total 3596:					240.00	.00	
3619	WY CHILD SUPPORT ENFORCE	052318	case #209790 GALLEGHER	05/23/2018	146.76	146.76	05/23/2018
3619	WY CHILD SUPPORT ENFORCE	052318	case#230073 CORONA	05/23/2018	745.50	745.50	05/23/2018
Total 3619:					892.26	892.26	
3661	JOHNSON, ROBERTS & ASSOC	135915	PHQ ANSWER SHEET,MAIL	05/22/2018	18.10	.00	
Total 3661:					18.10	.00	
3682	DARIN MARTENS DESIGN STU	INV-001	TOJ-KING ST DELONEY TO GIL	05/29/2018	2,149.00	.00	
Total 3682:					2,149.00	.00	
3713	COHEN-DAVIS, AUDREY	052418	REIMBURSE FOR LUNCH	05/24/2018	39.86	.00	
Total 3713:					39.86	.00	
3795	HOME HEALTH FOR PETS	47	ANIMAL CARE	05/13/2018	56.00	.00	
3795	HOME HEALTH FOR PETS	47	ANIMAL CARE	05/13/2018	205.00	.00	
3795	HOME HEALTH FOR PETS	47	ANIMAL CARE	05/13/2018	231.00	.00	
3795	HOME HEALTH FOR PETS	47	ANIMAL CARE	05/13/2018	175.00	.00	
3795	HOME HEALTH FOR PETS	49	ANIMAL CARE	05/15/2018	190.00	.00	
3795	HOME HEALTH FOR PETS	49	ANIMAL CARE	05/15/2018	165.00	.00	
Total 3795:					1,022.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3955	THOMSON WEST	838127388	WEST GROUP WESTLAW CHA	05/01/2018	700.90	.00	
3955	THOMSON WEST	838127388	WEST GROUP WESTLAW CHA	05/01/2018	350.45	.00	
3955	THOMSON WEST	838206712	LIBRARY PLAN CHANGES	05/04/2018	42.06	.00	
Total 3955:					1,093.41	.00	
3961	CHARTER	002091804281	150 E PEALR MAY18	04/28/2018	1,612.26	.00	
Total 3961:					1,612.26	.00	
3993	WYOMING STATE BOARD OF P	052318	REGISTRATION FOR PHILLIP S	05/23/2018	80.00	.00	
Total 3993:					80.00	.00	
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	376.95	376.95	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	29.85	29.85	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	310.32	310.32	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	63.95	63.95	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	64.35	64.35	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	541.27	541.27	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	617.09	617.09	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	262.27	262.27	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	408.03	408.03	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	410.99	410.99	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	219.25	219.25	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	11.57	11.57	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	11.57	11.57	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	2,511.58	2,511.58	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	228.29	228.29	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	208.24	208.24	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	393.26	393.26	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	603.44	603.44	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	183.86	183.86	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	616.97	616.97	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	419.95	419.95	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	422.70	422.70	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	168.02	168.02	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	1,882.19	1,882.19	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	197.53	197.53	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	66.67	66.67	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	66.67	66.67	05/29/2018
4139	WY WORKERS' SAFETY & COM	052818	JUNE PREMIUM	05/28/2018	13.12	13.12	05/29/2018
Total 4139:					11,286.81	11,286.81	
4212	GILLIG LLC	40457314	SURG TANK CAP	05/11/2018	333.32	.00	
4212	GILLIG LLC	40458649	SKID SQUARE BAR	05/16/2018	1,141.92	.00	
Total 4212:					1,475.24	.00	
4311	ELEAVEN FOOD COMPANY	12664	MEET & GREET FOOD	05/15/2018	320.00	.00	
4311	ELEAVEN FOOD COMPANY	12665	MEET & GREET FOOD	05/16/2018	640.00	.00	
Total 4311:					960.00	.00	
4320	WARNER TRUCK CENTER	X101172007:0	CRANKCASE FILTER, FRT	05/01/2018	251.56	.00	
4320	WARNER TRUCK CENTER	X101174034:0	NITROGEN OXIDE SENSOR,	05/08/2018	500.94	.00	
4320	WARNER TRUCK CENTER	X101174581:0	FILLER CAP, O-RING SEAL	05/10/2018	28.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4320:					781.00	.00	
4359	SHERWIN-WILLIAMS CO.	0081-8	XYLEN, CHL RBR WHT, RUBBE	04/26/2018	459.41	.00	
4359	SHERWIN-WILLIAMS CO.	0413-3	LF C RUBBER, CHL RBR WHT T	05/02/2018	445.75	.00	
Total 4359:					905.16	.00	
4490	COBAN TECHNOLOGIES, INC	15749	FOCUS VEHICLE DOCK PACKA	05/01/2018	500.00	.00	
Total 4490:					500.00	.00	
4514	TEAM LABORATORY CHEMICA	INV0010796	FINE ROAD PATCH	04/30/2018	847.50	.00	
Total 4514:					847.50	.00	
4573	KOREM CORPORTATION	8131	MAPINO PROFESSINOAL MATS	04/09/2018	3,157.50	.00	
4573	KOREM CORPORTATION	8131	MAPINO PROFESSINOAL MATS	04/09/2018	9,472.50	.00	
Total 4573:					12,630.00	.00	
4614	C & A PROFESSIONAL CLEANI	052018- GYM	MAY 2018 CLEANING SERVICE	05/31/2018	1,041.80	.00	
4614	C & A PROFESSIONAL CLEANI	052018- PPG	MAY 2018 CLEANING SERVICE	05/31/2018	286.44	.00	
4614	C & A PROFESSIONAL CLEANI	052018- PW	MAY 2018 CLEANING SERVICE	05/31/2018	2,068.82	.00	
4614	C & A PROFESSIONAL CLEANI	052018- TH	MAY 2018 CLEANING SERVICE	05/31/2018	4,274.68	.00	
4614	C & A PROFESSIONAL CLEANI	053118S	CLEAN START OFFICE MAY	05/31/2018	1,712.47	.00	
Total 4614:					9,384.21	.00	
4691	SCHOW'S TRUCK CENTER	C005039261:0	KNURLED ROLLER, RETURN S	04/30/2018	172.16	.00	
Total 4691:					172.16	.00	
4699	SNAKE RIVER ROASTING	560073	COFFEE- PW SUPAFLY DTONE	04/26/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	560129	CREDIT: SUPLAFLY DRY BLEN	04/26/2018	48.45-	.00	
4699	SNAKE RIVER ROASTING	560140	COFFEE- PW KIRBY 5LB BAG	04/30/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	560192	COFFEE PW SHOP- 5LB	05/03/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	560475	COFFEE FOR PW SHOP	05/17/2018	48.45	.00	
4699	SNAKE RIVER ROASTING	560649	COFFEE FILTERS	05/24/2018	19.25	.00	
4699	SNAKE RIVER ROASTING	600020	COFFEE	05/24/2018	29.07	.00	
Total 4699:					193.67	.00	
4709	FLEETPRIDE	94241557	PURGE VALVE KIT, AIR DYER	05/11/2018	655.92	.00	
4709	FLEETPRIDE	94278657	CREDIT: SERVICE CHAMBER 2.	05/14/2018	349.74-	.00	
Total 4709:					306.18	.00	
4720	SILVERSTAR	2019132	CONTRACT	05/20/2018	2,313.28	.00	
Total 4720:					2,313.28	.00	
4723	RON'S TOWING	9431	TOWING #1483 JHPD	05/16/2018	200.00	.00	
Total 4723:					200.00	.00	
4736	IDAHO CHILD SUPPORT RECEI	052318	CASE #236965 CHRISTENSEN	05/23/2018	350.50	350.50	05/23/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4736:					350.50	350.50	
4774	BIG R RANCH & HOME	1323820	PVC PIPE, SPRAY PAINT GLOS	05/29/2018	47.96	.00	
4774	BIG R RANCH & HOME	1323826	SHORELINE REG	05/29/2018	99.99	.00	
4774	BIG R RANCH & HOME	1324209	HAND WHEEL	05/31/2018	64.99	.00	
Total 4774:					212.94	.00	
4887	CONTROL SYSTEM TECHNOLO	8965	CONTROL SERVICE, RENTAL H	05/07/2018	2,617.50	.00	
4887	CONTROL SYSTEM TECHNOLO	8968	CONTROL SERVICE, CONTROL	05/08/2018	6,879.50	.00	
4887	CONTROL SYSTEM TECHNOLO	8969	DATA ACCESS SCADA COMMU	05/08/2018	100.00	.00	
Total 4887:					9,597.00	.00	
4920	BEST BEST & KRIEGER	820186	CABLEVISION RENEWAL	04/27/2018	1,715.50	.00	
4920	BEST BEST & KRIEGER	821842	CABLEVISION RENEWAL	05/17/2018	437.91	.00	
Total 4920:					2,153.41	.00	
4988	HD FOWLER COMPANY	I4804602	1.5" GALV PIPE T & C, STD WT ,	04/25/2018	352.80	.00	
4988	HD FOWLER COMPANY	I4813362	1 1/2" GALV PIPE, T & C, STD W	05/03/2018	352.80	.00	
4988	HD FOWLER COMPANY	I4814049	8"X4" TAPPAPING SLEEVE STAI	05/04/2018	690.65	.00	
4988	HD FOWLER COMPANY	I4814735	4" MJ X FLG RESILENT WEDGE	05/05/2018	633.47	.00	
Total 4988:					2,029.72	.00	
4990	Swagit Productions, LLC	10854	VIDEO STREAMING	04/30/2018	920.00	.00	
Total 4990:					920.00	.00	
5022	VISION SERVICE PLAN - (WY)	9534953039	JUNE PREMIUM	05/17/2018	1,666.90	1,666.90	05/29/2018
5022	VISION SERVICE PLAN - (WY)	9534953040	JUNE PREMIUM	05/17/2018	34.34	34.34	05/29/2018
Total 5022:					1,701.24	1,701.24	
5037	OLDCASTLE PRECAST INC	230196925	24" RING, 24" COVER SINGLE C	05/07/2018	280.00	.00	
Total 5037:					280.00	.00	
5038	TREFONAS LAW, P.C.	051618	APRIL LEGAL SERVICES	05/16/2018	228.60	.00	
Total 5038:					228.60	.00	
5058	UHL, ANTHONY	052918	TRAVEL EXPENSES	05/29/2018	352.00	.00	
Total 5058:					352.00	.00	
5085	CORNFORTH CONSULTANTS, I	10976	WEST BROADWAY SLIDE- CON	05/09/2018	9,722.00	.00	
Total 5085:					9,722.00	.00	
5244	ISC, INC	SIN023867	5948QV ZERO 4GB RAM 4GB D	04/26/2018	21,133.25	.00	
5244	ISC, INC	SIN024149	5948QV ZERO 4GB RAM	04/10/2018	2,406.70	.00	
5244	ISC, INC	SIN024502	R344 APPLIANCE 4NODE 48TB	05/01/2018	74,676.00	.00	
5244	ISC, INC	SIN024502	PREMIUM SUPPORT AND SUBS	05/01/2018	41,118.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5244:					139,333.95	.00	
5320	DEPARTMENT OF FAMILY SER	053018	CENTRAL REGISTRY CHECKS	05/30/2018	30.00	.00	
Total 5320:					30.00	.00	
5365	ALL AMERICAN PUBLISHING	0837466-IN	BANNER	05/11/2018	299.00	.00	
Total 5365:					299.00	.00	
5473	KELLERSTRASS ENTERPRISES	955026	DEFENDAL HD ELC 50/50 RED	05/10/2018	233.60	.00	
5473	KELLERSTRASS ENTERPRISES	957355	DF#2 DYED ULTRA LOW SULFU	05/24/2018	13,330.89	.00	
5473	KELLERSTRASS ENTERPRISES	957359-1	MIDGRADE 87	05/24/2018	13,408.49	.00	
Total 5473:					26,972.98	.00	
5489	WRENCH IT PLUMBING & HEAT	4460	WORK ORDER #:1077- LABOR	05/18/2018	110.26	.00	
5489	WRENCH IT PLUMBING & HEAT	4461	LABOR & MATERIALS- INSTALL	05/18/2018	219.68	.00	
Total 5489:					329.94	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010368766	CRDIT: CARTRIDGE, RX PRG KI	04/30/2018	90.22-	.00	
5543	RUSH TRUCK CENTER, IDAHO	3010378746	CREDIT: CARTRDGE	05/01/2018	42.29-	.00	
Total 5543:					132.51-	.00	
5615	NEWLEVEL GROUP	128139	DEPT DIRECTORS RETREAT	05/21/2018	5,440.53	.00	
Total 5615:					5,440.53	.00	
5631	PSA WORLDWIDE COPORTATI	14844	CUSTOMER DRUG DETECTION	05/31/2018	2,582.39	.00	
Total 5631:					2,582.39	.00	
5632	SNAKE RIVER MEP COMPLETE,	1468	HOME RANCH LIGHTS- SERVIC	05/01/2018	385.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	1469	INVESTIGATE CONTROLS	05/01/2018	295.00	.00	
Total 5632:					680.00	.00	
5633	SNAKE RIVER SUPPLY, LLC	PW HEATERS	SPACE RAY RADIANT TUBE HE	05/22/2018	35,586.00	.00	
Total 5633:					35,586.00	.00	
5643	SAWDY, RAY	051718	DOT REIMBURSE	05/17/2018	100.00	.00	
Total 5643:					100.00	.00	
5709	ALPHA SOFTWARE, INC	2395	ALPHA ANYWHERE BUSINESS	05/22/2018	239.50	.00	
5709	ALPHA SOFTWARE, INC	2395	ALPHA ANYWHERE BUSINESS	05/22/2018	2,634.00	.00	
Total 5709:					2,873.50	.00	
5726	AMAZON	14KL-LG7Y-D4	APC BACK-UPS	05/19/2018	479.80	.00	
5726	AMAZON	17QG-F93L-W	LOGITECH MK550 WIRELESS K	04/26/2018	599.88	.00	
5726	AMAZON	1KQ1-V1P9-VV	PIONEER SLIM EXTERNAL BLU	05/23/2018	92.80	.00	
5726	AMAZON	1YNJ-46CL-W	2018 HP N270H 27" EDGE TO E	04/28/2018	2,388.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5726:					3,560.48	.00	
5729	LENOVO (UNITED STATES) INC	6228032802	PWR ADP BO TYPE C 45W ADA	09/04/2017	1,214.91	.00	
5729	LENOVO (UNITED STATES) INC	6228071038	DESKTOP TC M910Z INTEL	09/16/2017	1,570.00	.00	
5729	LENOVO (UNITED STATES) INC	6228133924	CABLE	10/09/2017	124.98	.00	
5729	LENOVO (UNITED STATES) INC	6228138593	THUNDERBOLD DOCK US	10/10/2017	279.99	.00	
5729	LENOVO (UNITED STATES) INC	6228143044	NOTEBOOK THINK PAD X1 YO	10/11/2017	2,357.00	.00	
5729	LENOVO (UNITED STATES) INC	6228466562	WARRANTY	01/09/2018	274.55	.00	
5729	LENOVO (UNITED STATES) INC	6228477253	PWD ADP	01/11/2018	188.08	.00	
5729	LENOVO (UNITED STATES) INC	6228504157	NOTEBOOK THINKPAD X1 TOG	01/21/2018	2,060.00	.00	
5729	LENOVO (UNITED STATES) INC	6229185216	CABLE	05/04/2018	397.45	.00	
5729	LENOVO (UNITED STATES) INC	6229195634	PWR ADP BO USB 45W	05/08/2018	264.95	.00	
5729	LENOVO (UNITED STATES) INC	6229199934	NOTEBOOK THINKPAD X1 YOG	05/09/2018	12,012.60	.00	
5729	LENOVO (UNITED STATES) INC	6229233322	THUNDERDOLT DOCK	05/18/2018	593.58	.00	
Total 5729:					21,338.09	.00	
5734	GREENWAY PAINTING LLC	000302	ADMIN OFFICE PAINTING @ P	05/19/2018	350.00	.00	
5734	GREENWAY PAINTING LLC	000302	TEXTURE PRIME & PAINTING O	05/19/2018	125.00	.00	
Total 5734:					475.00	.00	
5826	VANDE KIEFT, MARY	052916	PET DEPOSIT	05/29/2016	1,200.00	1,200.00	05/29/2018
5826	VANDE KIEFT, MARY	052916	UTILITES	05/29/2016	150.67-	150.67-	05/29/2018
Total 5826:					1,049.33	1,049.33	
5846	TETON TOOLS LLC	05081810694	STYLUS PRO BLUE W WHITE L	05/08/2018	33.50	.00	
5846	TETON TOOLS LLC	05081810700	ADAPTOR, UNIVERSAL W/BALL	05/08/2018	114.90	.00	
Total 5846:					148.40	.00	
5930	FOSTER, VERNAL JOHN	051618	TRAVEL EXPENSES	05/16/2018	138.00	138.00	05/21/2018
Total 5930:					138.00	138.00	
5937	HURST, RON	051618	TRAVEL EXPENSES	05/16/2018	138.00	138.00	05/21/2018
Total 5937:					138.00	138.00	
5938	SINGH, JOHN	149807	SAFETY BOOT REIMBURSTME	05/25/2018	100.00	.00	
Total 5938:					100.00	.00	
5996	DUDE SOLUTIONS	INV-29579	MAINTENANCE EDGE 7/18-06/1	05/15/2018	3,847.73	.00	
Total 5996:					3,847.73	.00	
6041	HOLE FOOD RESCUE	052318	4TH QUARTER PAYMENT	05/23/2018	2,500.00	.00	
Total 6041:					2,500.00	.00	
6124	DAVID STUBBS	180521	JACKSON POLICE WEB IMAGE	05/21/2018	4,665.00	.00	
Total 6124:					4,665.00	.00	
6156	BUCKRAIL, LLC	1172	ADS	05/28/2018	375.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 6156:				375.00	.00	
6157	INTELLICHOICE, INC	1229033	cASELLE COURT INTERFACE	05/08/2018	23,172.50	.00	
	Total 6157:				23,172.50	.00	
6165	STEPHENS, SAM	051618	boots	05/16/2018	132.45	132.45	05/24/2018
6165	STEPHENS, SAM	051618	safety boots	05/16/2018	100.00	100.00	05/24/2018
	Total 6165:				232.45	232.45	
6173	MOBYCON CORP	C1739	pROJECT #5994	04/12/2018	10,080.00	.00	
	Total 6173:				10,080.00	.00	
6175	SPRACKLEN, CHAD	052118	BAIL REFUND 18-01-0010	05/21/2018	1,500.00	1,500.00	05/21/2018
	Total 6175:				1,500.00	1,500.00	
6176	BRAFFORD, STEPHEN	052418	DEPOSIT	05/24/2018	600.00	600.00	05/24/2018
6176	BRAFFORD, STEPHEN	052418	LESS UTILITIES	05/24/2018	54.34	54.34	05/24/2018
	Total 6176:				545.66	545.66	
6177	CLEMENT, ARTURO	052418	BAIL REFUND 18-02-0120	05/24/2018	750.00	750.00	05/25/2018
	Total 6177:				750.00	750.00	
6179	GOODMAN, DALE	053018	TRAVEL EXPENSES	05/30/2018	428.41	.00	
	Total 6179:				428.41	.00	
6180	MORALES-MEJIA, MAURICIO	052118	EMERGENCY FUNDS	05/21/2018	200.00	.00	
	Total 6180:				200.00	.00	
6181	BOWERS, ALYSON	052118	EMERGENCY FUNDS	05/21/2018	374.96	.00	
	Total 6181:				374.96	.00	
6182	NORMAND, JACOB	052118	BOOTS	05/21/2018	100.00	.00	
	Total 6182:				100.00	.00	
6183	SARGENT INVESTIGATIONS AN	051518	SERVICE WLD DEPT 6601	05/15/2018	30.00	.00	
	Total 6183:				30.00	.00	
6184	ASHBURN, RICHARD	052918	LEASE 475 ASPEN	05/29/2018	6,800.00	.00	
	Total 6184:				6,800.00	.00	
6185	HERRON, KEELY	052918	HOME FURNISHINGS	05/29/2018	1,024.00	.00	
	Total 6185:				1,024.00	.00	
6186	WHITE, ANNA	040918	TRAVEL EXPENESES	04/09/2018	391.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6186:					391.58	.00	
6187	ELWELL, JOSHUA	053118	BAIL REFUND CASE #18-03-022	05/31/2018	740.00	740.00	05/31/2018
Total 6187:					740.00	740.00	
6188	MINUTEMAN SECURITY TECHN	24588	AUTOVU TIRE IMAGING EXTER	05/08/2018	525.00	.00	
Total 6188:					525.00	.00	
Grand Totals:					716,941.35	123,138.99	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: May 30, 2018
MEETING DATE: June 4, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Special Event – Farmers Market 2018

STATEMENT/PURPOSE

The Mayor and Council approve special event applications requesting use of city streets and relief from Town ordinances on behalf of the Town of Jackson.

BACKGROUND/ALTERNATIVES

The applicant, Jackson Hole Farmers Market on the Town Square, requests permission to host its annual Farmers Market on Saturday mornings around Town Square with vendors located in the spaces normally reserved for parking on Broadway, Center and Deloney abutting George Washington Memorial Park. The event was initiated in 2001. This is an event allowing local farmers and local businesses to sell organic food products. The Farmers Market will contribute 10% of weekly gross proceeds to each participating non-profit of the week. The applicant anticipates approximately 40 participants and 3000 spectators each week.

Set up will begin at 7:00 A.M. and break down will end by 12:30 P.M. The market will be open from 8:00 A.M. to 12:00 P.M. The market will run from July 7, 2018 to September 22, 2018. This request includes permission to host a Community Fall Festival on the final day of the Farmers Market, September 22, 2018. The Community Fall Festival is an expanded Farmers Market on streets surrounding the Town Square which will end for the public by 2:00 P.M. with clean-up being complete by 2:30 P.M.

Over the past couple of years the applicant has been meeting with the Fire Marshal and discussing potential measures to increase safety at this event. Last year the Town Council approved a safety measure reducing the westbound traffic from 2 lanes to 1 lane on Broadway (between Center and Cache) during the hours of the market. In the past there have been 2 westbound lanes open to traffic on Broadway (between Center and Cache) during the market hours. Vendors have occupied the parking spaces on the west side of Broadway (between Center and Cache). Several of these vendors are food vendors utilizing propane tanks to prepare food. Limiting westbound traffic to one lane on Broadway would provide a buffer of space between moving vehicles and propane tanks used in the vendor tents. This year the applicant is requesting a modified version of this plan – utilizing 2 barricades in the north lane of Broadway for westbound traffic. This would essentially encourage westbound vehicle traffic to merge into one lane providing a buffer zone between the vendors and westbound traffic.

Additional requests associated with this event include:

- Permission to close the parking lane on the south side of Deloney Street and south bound lane of Center Street along George Washington Memorial Park for each market from 8:00 A.M. to 12:30 P.M. for vendor booths and pedestrians. The applicant has requested the closure of the east bound

parking lane of Deloney Street. Deloney is now a one lane street allowing for east-bound traffic only. The applicant indicated that closing the southern parking spaces on Deloney would provide enough space for vendors, visitors and traffic. This request was proposed and approved in previous years.

- The applicant utilizes its own barricades for the street closures and will also be responsible for the production, posting and removal of the associated no parking signage.
- Full closures of Broadway between Cache and King, Deloney between Cache and Center, and Center between Broadway and Deloney for the Community Fall Festival on September 22, 2018.
 - Please note that in the past as part of the Old Bill's Fun Run application, Council has approved a request to fully close Broadway between Cache and Willow for Old Bill's Fun Run. This year Old Bill's Fun Run is scheduled for September 8 from 6:00 A.M. to 2:00 P.M. and as a result, the Farmers Market moves to Broadway. Please see attached site map for Old Bill's Fun Run day. The special event application for the Old Bill's Fun Run will be submitted to the Town Council in the near future.
- Permission for a sidewalk sale by downtown merchants during the Community Fall Festival.
- Permission to display two temporary event banners per the attached sign permit applications. The applicant also requests permission to display two onsite 5'x7' banners to be displayed on tents.
- Permission to display light pole banners per the attached sign permit application.
- Access to electricity from the park.
- Permission for amplified sound associated with this event.
- Permission to utilize barricades and road signs from Public Works if necessary.
- Permission to ban dogs from within the event boundary. This ban was initially approved for the summer of 2015. The procedure worked well for the organization and they are requesting this again for the summer of 2018. In the past concerns regarding dogs at this event have been raised by the Farmers Market staff, volunteers, vendors and patrons. With this in mind, the applicant is seeking permission to ban dogs from within the boundary of this Town Council approved event. Currently there is a Town ordinance prohibiting dogs from being in the Town Square; however, this dog ban request would extend beyond the boundary of the Town Square and into the event boundary. The Police Department has indicated that since there is no ordinance prohibiting dogs in the public streets, they could enforce either trespass or breach of peace if someone brings a dog within the event boundary and refuses to leave. The Police Department has also indicated that if the Town Council determines that this issue is one worth pursuing for a long-term solution than an ordinance could be considered at some point. An ordinance would allow for enforcement. The applicant has indicated that they would make efforts to educate the public in regards about dogs at the Farmers Market. The Police Department has indicated that when they have a CSO available that they would be asked to be a presence at the Farmers Markets.

As in years past, the applicant is coordinating with the Community Foundation for Old Bill's Fun Run which also occurs on September 8. Historically, when Old Bill's occurs, the Farmers Market has shifted its location to Center Street between Deloney and Gill and the entire street is closed from approximately 6:00 A.M. to 2:00 P.M.

During Old Bill's Fun Run, the Farmers Market will be relocated from North Center Street (as historically done) and moved to Broadway (behind the runner line-up zone for Old Bills Fun Run). Up to 45 Farmers Market booths can be accommodated in this space. For the Farmers Market set-up / take down traffic flow, vendors will access booths via a u-turn runner line-up zone on Cache Street between 6:00 A.M. and 8:00 A.M. The vendors must arrive by 8:00 A.M. at which point barricades will go up. The Farmers Market will be barricaded off between 8:00 A.M. and 10:10 A.M. for shopper and runner safety (the Old Bill's starting gun fires at 10:00 AM). Farmer's Market take-down will begin at 12:30 PM.

At a previous meeting the Town Council approved Old Bill's request to re-locate non-profit booths to Center Street, the location where the Farmers Market has historically been located.

This application has been submitted to various Town departments for review.

ATTACHMENTS

Special Event application
Old Bill's Fun Run Map

FISCAL IMPACT

Income from the Exposition Business License per Farmers Market

STAFF IMPACT

Staff impact is minimal but includes providing access to electricity.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends the approval of the special event permit application (with the exception of the request for trash removal), subject to the following conditions and restrictions:

1. The applicant shall clean up immediately after each day of the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
2. Applicant shall encourage market users to utilize the downtown parking structure.
3. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
4. The applicant shall obtain an Exposition License for the Town of Jackson covering each day of the event. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to each event.
5. The applicant shall coordinate the use of electric with the Parks & Recreation park superintendent at least three (3) business days prior to the event.
6. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
7. Attaching signage of any kind to the antler arches or fences is prohibited
8. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
9. The applicant shall be responsible for the production, posting and removal of the no parking signage. As such, it will be the responsibility of the applicant to remove or tow vehicles parked in spaces intended for use by vendors.
10. The applicant will work with Town personnel in accommodating other special events that may take place in the area. Specifically, the applicant will work with the Community Foundation to accommodate Old Bill's Fun Run subject to Town approval.
11. Temporary event banners may be put up the Wednesday prior to each market date and shall be removed at the closure of each market day. No items shall be stored on the Town Square (including the stage stop building) between events.
12. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start

of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.

13. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
14. The applicant will work with the Jackson Police Department in an effort to educate, report and enforce a dog ban within the event boundaries if the Town Council approves a dog ban.
15. Any additional conditions as directed by the Town Council.

SUGGESTED MOTION

I move to approve the application made by Jackson Hole Farmers Market on the Town Square for the Farmers Market on Town Square special event, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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



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

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

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

APPLICANT INFORMATION

Name of Event: Farmers Market on the Jackson Hole Town Square

Name of Organization: Farmers Market on the Jackson Hole Town Square

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

Mailing Address: P.O. Box 3167

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Kathy Deneen

Email Address: gmadmin@hoteljackson.com

Work Phone: 760.994.9953 Cell Phone: _____

EVENT INFORMATION

Type of Event: Run / Walk Concert Filming Assembly
 Parade Festival Biking Education
 Other: Farmers Market

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

Fresh & organic agricultural, dairy, meat and other prepared foods sold in a joyful,

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

Date(s) of Event: Every Saturday: July 7-Sept 22 Event Operating Hours: 8:00AM-Noon

Event Set Up Begins Date: July 07, 2018 Time: 6:30AM

Event Clean Up Ends Date: September 22, 2018 Time: 2:30 9/22/18 only

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2,000 Flow Total Event: 24,000 Season

Special Considerations (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling | <input checked="" type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales | <input checked="" type="checkbox"/> Merchandise Sales | <input checked="" type="checkbox"/> Recurring Event |
| <input type="checkbox"/> Ticketed Admission | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals |
| <input checked="" type="checkbox"/> Tents | <input type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure |
| <input type="checkbox"/> Overnight Parking | <input type="checkbox"/> Overnight RV Camping | <input type="checkbox"/> Use of Town Square |

Event Co-Sponsor (s): Rotary of Jackson Hole, Supper Club

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

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

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

Name: Sadek Darwiche Cell Phone: 307.413.6323

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

Encompassing sections of Broadway, Center & Delony on Town Square -	9/22/17	- 6:30AM	
---	---------	----------	--

This date only.

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

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

If "Yes", how many parking spaces will be unavailable due to the event: 30 parking spaces

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

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

Route Description: _____ START Bus contacted? Yes No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients? Yes No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

<u>9/22 (10)</u> Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	<u>9/22 (1)</u> "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

- | | | |
|--|--|--|
| <input type="checkbox"/> Event Security | <input type="checkbox"/> Mounted Horse Patrol | <input type="checkbox"/> Traffic Control |
| <input type="checkbox"/> Race Lead Vehicle | <input type="checkbox"/> Parade Lead Vehicle | <input type="checkbox"/> General Presence |
| <input checked="" type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with
Parking Closures | <input checked="" type="checkbox"/> Assistance with
Street Closures |

Please describe in detail your request: _____

Street closures on 9/22 until 2:30PM only (mainly Broadway). Every Saturday No

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

Street Sweeping

Snow Removal

Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

Electricity Access

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

Additional Public Restroom Cleaning

Please describe in detail your request: Approximately 5 vendors may need electrical

We will obtain information and provide it to the Parks & Rec Department.

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

Foot Patrol

Ambulance

Fire Engine

Rescue Truck

Bicycle Patrol

Event Site Inspection

Please describe in detail your request: Fire safety inspection of vendors preparing food on-

Vendors are advised prior of No Flame policy.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? Yes No

If "Yes", please indicate times: Start Time: 10:00AM Finish Time: 11:30AM

Will your event feature any musical entertainment? Yes No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? Yes No

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: Yes No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities? Yes No

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

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

If "No", please explain: Walkable distance to Public Restroom facility on Gill & Center Street.

See attached map.

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event? Yes No

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

Yes

No

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

Please describe any sales activity at your event:

Farmers Market organization fund raises by selling reusable tote bags and aprons. Otherwises, individual vendors are responsible to work directly with WYDR.

Will any food or beverages be sold at your event?

Yes

No

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

TRASH REMOVAL PLAN

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

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

Yes

No

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

How many trash receptacles will be supplied for your event? 4 by FM; vendors responsible for

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? 12:30PM each Saturday

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

FM organizers collect and remove all trash receptacles. Vendors are required to keep their space clean and free of any trash.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

Yes

No

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

Approved in 2017. Farmers Market on Broadway day of Old Bills Fun Run planned in advance with OBFR coordinators.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: KD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: KD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: KD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: KD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: KD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Kathryn W. Deneen
Printed Name

DATE: 04/19/2018

TITLE: Assistant to Sadek Darwiche

Date: 04-19-18

EXPOSITION LICENSE APPLICATION



Town of Jackson
PO Box 1687, Jackson, Wyoming 83001
Phone: (307)733-3932
Fax: (307)739-0919
www.townofjackson.com

Instructions: All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable, unless an application is denied. If the Town denies a business license application, the entire fee, less a \$37.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

Business/Organization Name: Farmers Market on Town Square
D/b/a: Farmers Market on the Jackson Town Square
Nature of Exposition: Farmers Market

Is the Business/Organization a:

- Corporation Partnership Sole Proprietorship
- Non-Profit Organization (If non-profit, please attach copy of 501(C) (3))
- Other Please explain: _____

Physical Address of Expo:

Street: Town Square No: _____
Building: _____ City: Jackson State: WY Zip Code: 83001
Date of Expo: Each Sat. July 7 - Sept. 22, 2018
Time of Expo: 8:00am - 12:00pm; 9/22 only 8:00am - 2:30pm

Business/Organization Physical Address: Farmers Market on Town Square
Post Office Box: 3167
City: Jackson State: WY Zip Code: 83001
Business Phone Number: (307) 413-6323
Fax/email address: jhfmts@gmail.com
WY Sales Tax Number: 2003-000450516
Federal Employers ID Number: _____

**** List Information for all Owners/Officers/Partners REQUIRED *(license will be DENIED if information incomplete)**

NAME AS IT APPEARS ON DRIVER'S LICENCE	Driver License #	State	Date of Birth	Phone
<u>Dan Thomasma</u>	<u>104035-100</u>	<u>WY</u>	<u>12-26-56</u>	<u>307-669-0415</u>
<u>Sadek Darwiche</u>		<u>WY</u>	<u>05-29-88</u>	<u>307-413-6323</u>

If property is rented/leased:

Owner's Name: _____
Owner's Mailing Address: _____
Owner's Phone Number: _____
Have you ever been convicted of a felony? Yes No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

Signed: KDeneen
Date: 04/19/18

Additional Information: _____

Exposition license will:

be for my business/organization ONLY.

include 50 number of businesses or organizations. Attach list of ALL vendors

Business is:

a Sales Tax Collecting Business.

a Non-Sales Tax Collecting Business.

* vendor info. will be provided after selection in June; prior to 1st event.

Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson?

Yes No If not, please explain: _____

Will a sign or banner be posted? Yes No

*** The above questions MUST be completed in order for you application to be processed.

I, _____ do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge. Further, I do hereby consent to the release of all medical, physical, criminal and any other information, including information of a confidential or privileged nature by any person(s) having such records for the purpose of checking my suitability to obtain the permit requested herein. I hereby release said persons, their organizations, and others from any liabilities or damage which may result from furnishing the requested information. A photocopy of this release is considered as valid as an original.

STATE OF WYOMING)
COUNTY OF TETON))\$

SUSCRIBED AND SWORN TO BEFORE ME BY
this _____ day of _____ 20____

signature of applicant

Printed name of applicant

WITNESS my hand and official seal

Notary Public

Exposition License Fees

For Profit Businesses

Not For Profit Businesses

\$100.00 per day for any event with 5 or fewer vendors

\$50.00 per day for any event with 5 or fewer vendors

\$200.00 per day for any event with more than 5 vendors

\$100.00 per day for any event with more than 5 vendors

For Official Use Only – Please Do Not Write Below This Line

Zoning: UC UC2 UR AR AC SR R
 BC NC NC2 OP RB BP MHP

Approving Department	Initials	Date Approved	Comments
Building Department			
Fire Department			
Planning Department			
Police Department			
Administration Department			

Application Approved

Application Denied;

Reason: _____

License Fee	\$
Date Paid	
Receipt Number	
Employee initials	



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Farmers Market on Town Square Physical Address of Event: Town Square
Description of Event: Farmers Market

EVENT SPONSOR/APPLICANT:

Name: Farmers Market on the Jackson Town Sq. Phone: 307-413-6323
Mailing Address: PO Box 3167, Jackson, WY ZIP: 83001
E-mail: fmghts@gmail.com Non-Pofit: For Profit: X

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: Banner Business/Description: Banner
Physical Address: Physical Address:
Dates of Display: Dates of Display:
Consent from Owner Obtained? Yes No Consent from Owner Obtained? Yes No
Business/Description: Light Pole Banners 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. Attach the following:

- Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Installation specifications, and any structural details or specifications required for freestanding signs.
5x7 ft; 5' high, 13' clearance; 8' set back

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.

K Deneen
Signature of Authorized Event Applicant

4-19-18
Date

Kathy Deneen
Applicant Name Printed

Title



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: May 31, 2018
MEETING DATE: June 4, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Special Event- WYO Country Fest Summer Concert Series

STATEMENT/PURPOSE: The Mayor and Council approve special events enlisting the services of Town personnel.

BACKGROUND/ALTERNATIVES: The applicant, Gunslinger Productions, requests Council permission to enlist Jackson Police Officers to staff the WYO Country Fest summer concert series consisting of 3 shows all to be performed inside the Snow King Events Center from 6:00 P.M. to 11:00 P.M.

The dates of the WYO Country Fest summer concerts:

Date #1: July 5 (Thursday)
Date #2: August 2 or 3 (Thursday or Friday)
Date #3: August 29 (Wednesday)

The concerts will feature country musical acts. The events will also include food, beverage (alcoholic and non-alcoholic), and some merchandise sales. The applicant expects that approximately 2,000 participants will attend each concert. The applicant has indicated that a portion of the proceeds will benefit the Make-A-Wish Foundation of Wyoming. The applicant requests the following from the Town for each concert:

- Police Officers to patrol the event
- Permission from Council for amplified sound associated with the event
- A catering permit for sales of alcoholic beverages (application to be submitted)
- An exposition license
- Permission to park on the western portion of the Fairgrounds on non-rodeo nights

The applicant will meet with various Town departments to finalize event details as the concerts approach. The applicant has agreed to inform the Jackson Police Department of the names of the bands at least 30 days prior to each concert. This will allow the Jackson Police Department to determine staffing needs for the event.

ATTACHMENTS:

Application

FISCAL IMPACT: Fiscal Impact is minimal for this event due to the fees that will be collected associated with a catering permit (\$20), an exposition license (\$100), police services (at least \$65 per hour/ per police officer).

STAFF IMPACT: Staff impact includes processing the catering and exposition licenses, and police presence at the concert.

LEGAL REVIEW:

N/A

RECOMMENDATION: Staff recommends the approval of the special event application, subject to the following conditions and restrictions:

1. The promoter shall pay for all police services at least seven business days prior to each concert event to prevent the department from incurring a significant overtime expense should the event be rescheduled or cancelled. Payment is non-refundable if concert is cancelled within five days of the event.
2. The applicant shall abide by any recommendations from the Police Department with regard to police presence at the event.
3. The applicant must provide the Fire Department with a detailed site and floor plan detailing means of egress, and seating capacity. The site and floor plan will need to be approved by the Fire Marshal in order for the concerts to take place.
4. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1).
5. The Fire Department encourages the application to contact an Electrical Inspector to review their setup for code compliance.
6. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
7. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2). A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
8. Crowd Managers: For events having over 1000 participants, trained crowd managers shall be established at a ratio of one crowd manager to every 250 persons (IFC403.3). There is a link to an on-line Crowd Manager Training Program on the Jackson Hole Fire / EMS website. A formal plan on paper is not necessary to submit, but this topic should be considered in the planning and execution of the event.
9. All food service shall be coordinated with Teton County Environmental Health.
10. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
11. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked. It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons. Participants shall not be permitted to leave the event with open containers.

12. Alcoholic beverage sales shall be in 16 oz. or smaller plastic cups only.
13. Alcohol sales must end 30 minutes prior to the concert ending
14. The applicant may sell mugs for alcoholic beverages that are approved by the Police Department. Vendors may not sell more than 16 oz. in the mugs, regardless of mug size.
15. The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.
16. Security will search spectators' bags at all entry points to assure that no outside alcohol is brought onsite.
17. A designated T-shirt security detail in adequate numbers must be utilized to assist with crowd control and monitoring alcohol consumption.
18. All exits must be clearly visible and include exit signs.
19. The applicant shall obtain Council permission for any additional concert dates.
20. If the applicant wishes to display temporary signs they must submit a temporary sign permit application to the Town of Jackson's Planning Department.
21. If the applicant wishes to park on the eastern portion of the Fairgrounds on non-rodeo nights they must obtain permission from the Teton County Fair Manager prior to the concerts.

SUGGESTED MOTION: I move to approve the special event application made by Gunslinger Productions for the WYO Country Fest summer concert series, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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



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

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

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

APPLICANT INFORMATION

Name of Event: WYO Country Fest Summer Concert Series

Name of Organization: Gunslinger Productions

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

Mailing Address: PO Box 1644

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Evan Dorsey

Email Address: evan@wyocountryfest.com

Work Phone: 307-413-5275 Cell Phone: _____

EVENT INFORMATION

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

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

This will be a summer country music concert series. Portion of the proceeds will benefit

Location of Event: Snow King Center Alternative Location: _____

Date(s) of Event: 7/5, 8/2 or 8/3, 8/29 2018 Event Operating Hours: 6pm-11pm

Event Set Up Begins Date: July 05, 2018 Time: 6am

Event Clean Up Ends Date: July 06, 2018 Time: 6am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 2000 Total Event: 2000

Special Considerations (check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Alcoholic Beverages | <input checked="" type="checkbox"/> Cooking/Grilling | <input type="checkbox"/> Electricity Requested |
| <input checked="" type="checkbox"/> Food Sales | <input checked="" type="checkbox"/> Merchandise Sales | <input checked="" type="checkbox"/> Recurring Event |
| <input checked="" type="checkbox"/> Ticketed Admission | <input checked="" type="checkbox"/> Sound Amplification | <input type="checkbox"/> Pets or Animals |
| <input type="checkbox"/> Tents | <input type="checkbox"/> Street Closure | <input type="checkbox"/> Sidewalk Closure |
| <input checked="" type="checkbox"/> Overnight Parking | <input type="checkbox"/> Overnight RV Camping | <input type="checkbox"/> Use of Town Square |

Event Co-Sponsor (s): Make -A -Wish of Wyoming

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

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

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

Name: Jeff Lutz Cell Phone: 307-690-9730

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

Route Description: _____ START Bus contacted? Yes No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients? Yes No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

- | | | |
|---|--|---|
| <input type="checkbox"/> Event Security | <input type="checkbox"/> Mounted Horse Patrol | <input type="checkbox"/> Traffic Control |
| <input type="checkbox"/> Race Lead Vehicle | <input type="checkbox"/> Parade Lead Vehicle | <input checked="" type="checkbox"/> General Presence |
| <input type="checkbox"/> Towing / Ticketing | <input type="checkbox"/> Assistance with
Parking Closures | <input type="checkbox"/> Assistance with
Street Closures |

Please describe in detail your request: _____

As per meet with Chief Smith we request the presence of Jackson Police Deptment.

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

- Street Sweeping Snow Removal Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

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

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? Yes No

If "Yes", please indicate times: Start Time: 6pm Finish Time: 11pm

Will your event feature any musical entertainment? Yes No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? Yes No

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: Yes No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities? Yes No

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

Total Number of Portable Toilets: 10 Number of ADA Accessible Portable Toilets: 1

If "No", please explain: _____

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

Restroom Company: TBD

Restroom Drop off / Pick Up Date for Drop Off: 7/5/18 Time for Drop Off: _____

Date for Pick Up: 7/9/18 Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event? Yes No

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

Yes

No

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

Please describe any sales activity at your event:

Artist merchandise booths

Will any food or beverages be sold at your event?

Yes

No

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

TRASH REMOVAL PLAN

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

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

Yes

No

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

How many trash receptacles will be supplied for your event? 2

When will the trash receptacles be delivered? on site already

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

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

We will be removing trash from the building as necessary and after the concert. There are two dumpsters and one recycle bin onsite for our use. We will contact said dumpster owners to empty after clean up.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 20

When will these recycling receptacles be delivered? 7/5/18

When will recycling receptacles be picked up and removed from site? 7/6/18

Describe your plan for collection and removal of recyclable materials during your special event:
We will be providing our own containers, collection, and removal.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

Yes

No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: ed

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: ed

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: ed

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: ed

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: ed

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Evan Dorsey

Printed Name

DATE: 05/27/2018

TITLE: owner

**WYO Country Fest
Emergency Action Plan**

EMERGENCY ACTION PLAN

for

Facility Name: Snow King Center

Facility Address: 100 E. Snow King Ave. Jackson, Wy

DATE PREPARED: 05/29/2018

EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking Manager at event site)

Name: Evan Dorsey Phone: (307-413-5275)

EMERGENCY COORDINATOR:

Name: Jeff Lutz Phone: (307-690-9730)

AREA/FLOOR MONITORS (If applicable):

Area/Floor: TBD Name: _____ Phone: _____
(_____)

Area/Floor: _____ Name: _____ Phone: (_____)

ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: _____ TBD _____ Phone: (_____)

Name: _____ Phone: (_____)

Date 05/29/2018

EVACUATION ROUTES

- Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:
 1. Emergency exits
 2. Primary and secondary evacuation routes
 3. Locations of fire extinguishers
 4. Fire alarm pull stations' location
 5. Assembly points

- Site personnel should know at least two evacuation routes.

EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 911

PARAMEDICS: 911

AMBULANCE: 911

POLICE: 911

SECURITY: 307-690-9730

BUILDING MANAGER: 307-699-4983

UTILITY COMPANY EMERGENCY CONTACTS

(Specify name of the company, phone number)

ELECTRIC: Lower Valley Energy 307-733-2446

WATER: Town of Jackson

GAS: Lower Valley Energy 307-733-2446

Date: 05/29/2018

EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS

MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):

- Paramedics
- Ambulance
- Fire Department
- Other

Provide the following information:

- a. Nature of medical emergency,
 - b. Location of the emergency (address, building, room number),
and
 - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
 - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: On site police

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
 1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
 2. Clear the air passages using the Heimlich Maneuver in case of choking.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Date 05/29/2018

FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 911
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

- | | | | |
|--------------------------|---------------|--------------------------|-----------------|
| <input type="checkbox"/> | Voice | <input type="checkbox"/> | Radio |
| <input type="checkbox"/> | Communication | <input type="checkbox"/> | Other (specify) |
| <input type="checkbox"/> | Phone Paging | | |

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area : Snow King ball field

- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Official, Emergency Coordinator or supervisors must:

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

Assistants to Physically Challenged should:

- Assist all physically challenged attendees in emergency evacuation.

EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.

CHEMICAL SPILL

The following are the locations of:

Spill Containment and Security Equipment: _____

Personal Protective Equipment (PPE):

MSDS: _____

When a Large Chemical Spill has occurred:

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

- Evacuate building as necessary

When a Small Chemical Spill has occurred:

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the MSDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review the general spill cleanup procedures.

Date 05/29/2018

STRUCTURE CLIMBING/DESCENDING EMERGENCIES

List structures maintained by site personnel (tower, river gauge, etc.):

No.	Structure Type	Location (address, if applicable)	Emergency Response Organization* (if available within 30-minute response time)

Emergency Response Organization(s):

Name _____ Phone Number _____

Name _____ Phone Number _____

(Attach Emergency Response Agreement if available)

* - N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).

TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME: _____ TIME: _____ DATE: _____

CALLER'S IDENTITY SEX: Male _____ Female _____ Adult _____ Juvenile _____ APPROXIMATE AGE: _____

ORIGIN OF CALL: Local _____ Long Distance _____ Telephone Booth _____

VOICE CHARACTERISTICS

Loud Soft
 High Pitch Deep
 Raspy Pleasant
 Intoxicated _____
 Other

ACCENT

Local Not Local
 Foreign Region
 Race

SPEECH

Fast Slow
 Distinct Distorted
 Stutter Nasal
 Slurred _____
 Other

MANNER

Calm Angry
 Rational Irrational
 Coherent Incoherent
 Deliberate Emotional
 Righteous Laughing

LANGUAGE

Excellent Good
 Fair Poor
 Foul _____
 Other

BACKGROUND NOISES

Factory Trains
 Machines Animals
 Music Quiet
 Office Voices
 Machines Airplanes
 Street Party
 Traffic Atmosphere

BOMB FACTS

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour _____ Time Remaining _____

Where is it located? Building _____ Area _____

What kind of bomb? _____

What kind of package? _____

How do you know so much about the bomb? _____

What is your name and address? _____

If building is occupied, inform caller that detonation could cause injury or death.

Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial *57 (if your phone system has this capability). Listen for the confirmation announcement and hang up.

Call Police at 911 and relay information about call.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist.

Notify your supervisor immediately.

SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

Blizzard:

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!
- If there is no heat:
 - Close off unneeded rooms or areas.
 - Stuff towels or rags in cracks under doors.
 - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments:

Work Area	Name	Job Title	Description of Assignment

- Personnel involved in critical operations may remain on the site upon the permission of the site designated official or Emergency Coordinator.
- In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate _____ offices to initiate backups. This information can be obtained from the Emergency Evacuation Procedures included in the _____ Manual.

The following offices should be contacted:

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____

TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Facility:

Name	Title	Responsibility	Date

Fire and Emergency Evacuation plan

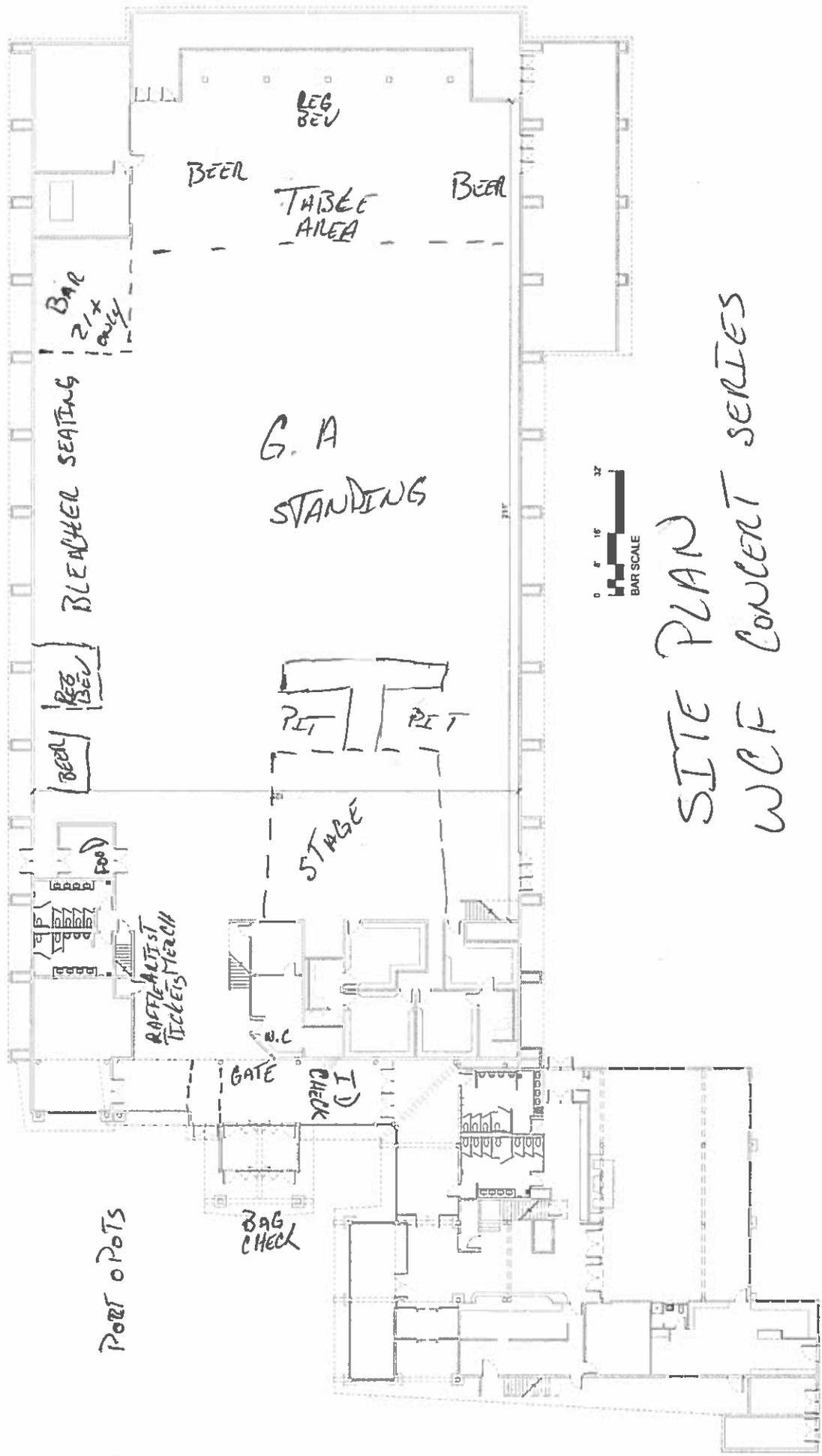
Snow King Events Center
 WYO Country Fest
 Summer Concert Series
 Emergency instructions

1	<p>The action employees should take if they discover a fire</p> <p><i>Immediately operate the nearest alarm call-point.</i></p> <p><i>Attack the fire if possible, with appliances available, without taking personal risks.</i></p>
2	<p>How will people be warned in there is a fire</p> <p><i>The electrical fire alarm system will sound on operation of the manually operated alarm call-point.</i></p> <p><i>Concert will cease immediately.</i></p>
3.	<p>How the evacuation of the building will be carried out</p> <p><i>Everyone in the building should leave the building by the nearest exit and report to the assembly point at the Snow King ball field.</i></p>
4.	<p>Identification of escape routes</p> <p><i>All exits are clearly marked and will not be impeded.</i></p> <p><i>All exit doors can be used as escape routes.</i></p> <p><i>The staircase and routes leading to the front door are protected routes.</i></p>
5.	<p>Fire fighting equipment provided</p> <p><i>Fire extinguishers are located in circulation areas and near fire exit doors.</i></p>
6.	<p>Duties and identity of employees with specific responsibilities in the event of fire.</p> <p><i>On hearing the alarm:</i></p> <p><i>All staff will usher visitors out of the building and assemble at Snow King ball field.</i></p> <p><i>Security will ensure:</i></p> <ul style="list-style-type: none"> <i>• Their areas are cleared of people</i> <i>• Registers are collected on the way out</i> <i>• The Fire Department is called.</i> <i>• A roll call is made to ensure all staff a is out.</i>

7.	<p>Arrangements for the safe evacuation of people identified as being especially at risk, such as those with disabilities, artist, and members of the public and visitors.</p> <ul style="list-style-type: none"> • Visitors: <i>The host / employee must take responsibility for any visitor they may have and ensure they leave the building by the nearest exit.</i> • Artist: <i>must be given information about fire procedures and leave the building at the nearest exit.</i> • People with disabilities: <i>Specific arrangements will be made for those with disabilities.</i>
8.	<p>How will the Fire Department and any necessary emergency services be called and who will be responsible for doing this.</p> <ul style="list-style-type: none"> • <i>On hearing the alarm Jeff Lutz will Dial 911 and ask for the Fire Department or other emergency service as appropriate.</i> •
9.	<p>Procedures for liaising with the Fire Department on arrival and notifying them of any specific risks, e.g. the location of highly flammable materials.</p> <ul style="list-style-type: none"> • <i>Jeff Lutz or other member of the WCF staff will liaise with the Fire Department on their arrival.</i>
10.	<p>The following arrangements and training is given to staff at the center:</p> <ul style="list-style-type: none"> • <i>All staff: Fire Drills prior to the event</i> • <i>All staff: Fire and emergency briefing will be in conjunction with fire drill.</i> • <i>Emergency training: for designated security.</i> • <i>Record of training to be kept within Fire Manual.</i> • <i>Training on a yearly basis and planned into budget.</i>

SNOW KING CENTER

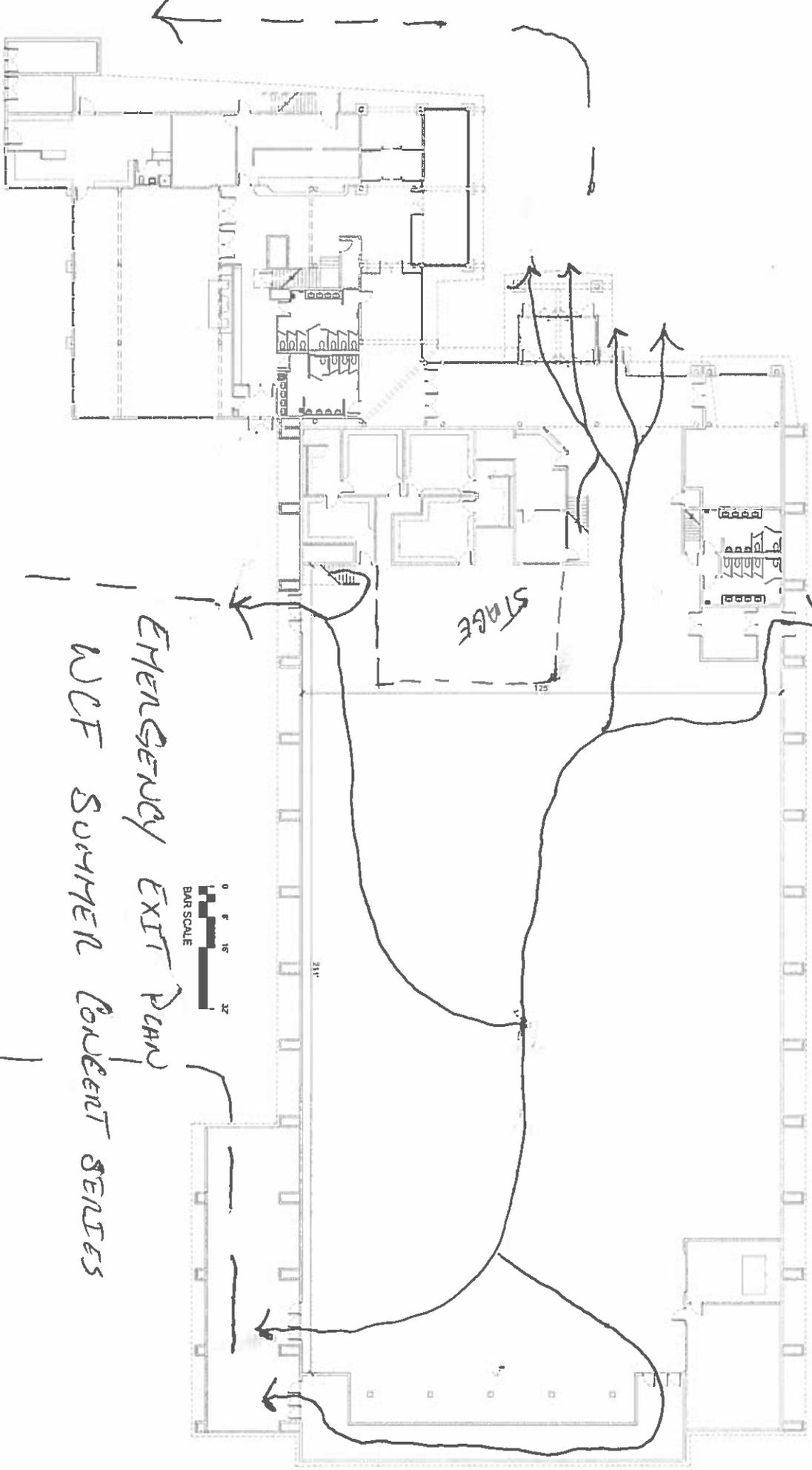
AIRTEST
BUS PARKING



SITE PLAN
WCF CONCERT SERIES

15 SECURITY
20 PERSONAL

SNOW KING CENTER



EMERGENCY EXIT PATH

WCF SUMMER CONVENT SERIES

0 6 12 24
BAR SCALE



May 30, 2018

Contact Person: Evan Dorsey
Organization: WYO Country Fest

Re: Fundraising Licensing Agreement

To whom it may concern:

Thank you for your interest in the Make-A-Wish Foundation® of Wyoming. We are delighted you have chosen us to be the beneficiary of your fundraising efforts. Without the generous support of organizations like yours, we would not be able to carry out our charitable mission: To grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy.

In order to avoid any misunderstandings and to ensure that your fundraiser is a positive experience for all concerned, we have set forth below the terms and conditions under which you may use the Make-A-Wish name, logo and other "Marks" in the geographic territory we serve, i.e., Wyoming. (For the sake of convenience, your organization and our chapter are referred to as "Sponsor" and "Make-A-Wish," respectively.)

1. The Event: In order to raise money to contribute to Make-A-Wish, Sponsor will conduct the following fundraising promotion/event (hereinafter the "Event"):

Event Name: WYO Country Fest

2. Proceeds of Event: Sponsor will contribute [e.g., 100% of donations attributed to Make-A-Wish Wyoming of the net proceeds of the Event (i.e., total revenues less actual out-of-pocket costs incurred)] or "a guaranteed minimum amount of \$____," etc.] to Make-A-Wish within thirty (30) days following completion of the Event.
3. Accounting: Sponsor will provide to Make-A-Wish, along with its contribution, an accounting of the Event, acceptable to Make-A-Wish, setting forth the total amount raised by the Event and the total expenses incurred (including an itemization and supporting documentation for any expenses in excess of \$500). Make-A-Wish reserves the right to conduct an audit of the Event revenues and expenses, if necessary.

4. **Use of the Marks:** Sponsor acknowledges: (a) that Make-A-Wish is a licensed chapter of the Make-A-Wish Foundation of America, the owner of certain federally registered and common law trademarks, service marks and trade names including Make-A-Wish, Make-A-Wish Foundation and the swirl-and-star logo (collectively, the "Marks"); and (b) that Sponsor's use of the Marks is for the benefit of Make-A-Wish. Sponsor recognizes the need and agrees to maintain high standards in promoting, producing and conducting the Event, for the protection and enhancement of the Marks and the goodwill associated therewith.
5. **Prior Approval Required:** Sponsor understands and agrees that any use of the Marks is subject to the prior written approval of Make-A-Wish, such approval not to be unreasonably withheld. Accordingly, Sponsor agrees to submit to Make-A-Wish for approval all printed materials (e.g., flyers, invitations, t-shirts, etc.) that contain the Marks, as well as all publicity releases and advertising relating to the Event (whether television, radio, newspaper, or any other form), prior to the production, distribution, broadcast, or publication thereof.
6. **Specific Prohibitions/Restrictions:** Sponsor understands and agrees that the Marks: (a) may not be altered in any way, nor may they be sublicensed to any other person; (b) may not be used in connection with any telemarketing or door-to-door solicitations; and/or (c) may not be used in conjunction with terminology that is contrary to Make-A-Wish's mission (including phrases like "terminal illness," "dying children," "last wish," etc.). Sponsor further acknowledges that, because its license to use the Marks is limited to the geographic territory served by our chapter, it may not solicit cash or in-kind donations outside such territory-, nor may it use the Marks on the Internet and/or in conjunction with any news wire services without Make-A-Wish's prior written approval.
7. **Specific Disclosure Requirements:** In accordance with standards adopted by the BBB Wise Giving Alliance, Sponsor agrees that any solicitations made in conjunction with the sale of products or services that state or imply that Make-A-Wish will benefit from a consumer sale or transaction will disclose at the point of solicitation, and in a manner acceptable to Make-A-Wish: (a) the actual or anticipated portion of the purchase price that will benefit Make-A-Wish; (b) the duration of the campaign; and (c) any maximum or guaranteed minimum contribution amount. In addition, all such solicitations shall specify that written information about Make-A-Wish is available by calling 1.888.996.9474 or by visiting its Web site at www.wyoming.wish.org.
8. **Responsibility for Event:** Sponsor understands and agrees: (a) that it is the sponsor of the Event; (b) that Make-A-Wish is in no way responsible for the Event; and (c) that the Event will result in no cost or expense to Make-A-Wish whatsoever, unless Make-A-Wish has expressly agreed in writing to the contrary.
9. **No Agency Relationship:** Sponsor understands and agrees: (a) that neither it, nor any of its employees or representatives, is authorized to act as an agent of Make-A-Wish; (b) that it may not open a bank account in Make-A-Wish's name; and (c) that it may not endorse, or attempt to negotiate, any checks made payable to Make-A-Wish, all of which shall be promptly forwarded to Make-A-Wish for processing.

10. **Solicitation of Donors:** In order to avoid inadvertently jeopardizing existing relationships between Make-A-Wish and its donors, Sponsor agrees to receive approval from Make-A-Wish before soliciting corporations, businesses, celebrities, sports teams, or individuals for cash or in-kind donations relating to the Event.
11. **Representations:** Sponsor represents to Make-A-Wish: (a) that it will comply with all applicable federal, state and local laws during the planning, promotion and conduct of the Event; and (b) that all necessary insurance and requisite licenses and permits will be obtained and will be in full force during the Event.
12. **Indemnification:** Sponsor agrees to defend, indemnify, and hold harmless Make-A-Wish, any affiliated and related organizations, and the officers, directors, employees, agents, and legal representatives of each, from and against any and all claims, losses, damages, costs and expenses, and liabilities of whatever kind or nature caused by, arising out of, or occurring in connection with, or claimed to have been caused by, arisen out of, or occurred in connection with, any act or omission of Sponsor relating to the Event.
13. **Right to Withdraw:** Sponsor agrees that Make-A-Wish has the right to withdraw its name from affiliation with Sponsor or the Event if the Board of Directors of Make-A-Wish determines, in its reasonable discretion, that the Event is or will likely be injurious to Make-A-Wish or the Marks.
14. **Conclusion of Event:** Sponsor's license to use the Marks shall terminate at the conclusion of the Event. Thereafter, Sponsor may continue to receive funds for Make-A-Wish, provided such funds are paid promptly to Make-A-Wish. However, Sponsor shall discontinue use of the Marks following the termination date unless expressly authorized to the contrary in writing by Make-A-Wish.
15. **Entire Agreement:** This Fundraising License Agreement reflects the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral. It may be amended or modified only by a subsequent writing signed by both parties.

Please let us know if you have any questions or if we can provide you with any further information about Make-A-Wish. Otherwise, if the terms and conditions set forth herein meet with your approval, please indicate your acceptance by signing in the space provided below and returning a fully-executed copy to us. *[Note: Your license to use the Make-A-Wish name and Marks will not become effective unless or until we receive a signed copy of this letter agreement from you.]*

Once again, on behalf of the Make-A-Wish Foundation of Wyoming and all of the special and courageous children we are privileged to serve, thank you for helping us make wishes come true.

Sincerely,

Morgan Legerski
Chief Executive Officer

ACCEPTED and AGREED this
____ day of _____, 20____.

*[Signature of authorized representative
of Sponsor]*

Print name

Title

Morgan Legerski
Chief Executive Officer
Make-A-Wish Foundation® of Wyoming

Date



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

APPLICANT: JACKSON HOLE LAND TRUST

SUBJECT: TEMPORARY SIGN PERMIT – JH Land Trust – Annual Picnic

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at Albertson's (105 Buffalo Way) during the following dates:

July 22, 2018 to August 4, 2018

Section 4670.I 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.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located at Albertson's (105 Buffalo Way), subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the JH Land Trust may be installed during:
July 22, 2018 to August 4, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with JH Land Trust, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

**Planning & Building Department
Planning Division**

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Annual Picnic Physical Address of Event: Walton Ranch Rd. Jackson, WY 83001

Description of Event: Our 38th Annual Picnic is a celebration of land conservation and the Jackson community. We partner with local food vendors, ranchers, and community members to host 400 guests on a conserved property each year.

EVENT SPONSOR/APPLICANT:

Name: Jackson Hole Land Trust Phone: 307-733-4707
Mailing Address: PO Box 2897 Jackson, WY ZIP: 83001
E-mail: roxanne@jhlandtrust.org Non-Pofit: XX For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson, WY</u>	Physical Address: _____
Dates of Display: <u>July 22, 2018 - August 4, 2018</u>	Dates of Display: _____
Consent from Owner Obtained? Yes <u>XX</u> 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. Attach the following:

- XX Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
- XX 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.

Roxanne Pierson
Signature of Authorized Event Applicant
Roxanne Pierson
Applicant Name Printed

5/23/2018
Date
Event Coordinator
Title

JACKSON HOLE LAND TRUST ANNUAL PICNIC

*ALWAYS THE
2ND SUNDAY IN AUGUST*

ever bin; vinyl.



**For more information,
visit jhlandtrust.org
or call 307.733.4707.**



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

APPLICANT: JOHN FINLEY

SUBJECT: TEMPORARY SIGN PERMIT – 11th Annual Tin Cup Challenge

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at McDonald's (1110 W Broadway Ave) during the following dates:

July 7, 2018 to July 21, 2018

Section 4670.I 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.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located at McDonald's (1110 W Broadway Ave), subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the Tin Cup Challenge may be installed during:
July 7, 2018 to July 21, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with John Finley and the Tin Cup Challenge, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave. ph: (307) 733-0520 or
P.O. Box 1687 (307) 733-0440
Jackson, WY 83001 fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: 11th Annual Tin Cup Challenge Physical Address of Event: 100 E. Ashley Ave, Driggs, ID 83
Description of Event: 10K, 5K i fun run on Event Day, July 21st. This celebration of an 8-week
giving period is also marked with family-friendly, nonprofit booths & activities.

EVENT SPONSOR/APPLICANT:

Name: John Finley Phone: 801-721-1104
Mailing Address: PO Box 929, Driggs ID 83422 ZIP: 83422
E-mail: webeburgers@hotmail.com Non-Pofit: x For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: McDonald's Business/Description:
Physical Address: 1110 Broadway, Jackson, WY Physical Address:
Dates of Display: 7.7.18 - 7.21.18 Dates of Display:
Consent from Owner Obtained? Yes x 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. Attach the following:

- x Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
x 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: John Finley
Applicant Name Printed

Date: 5/15/18
Title: Owner



May 15, 2017

BOARD OF
DIRECTORS
TINA CULMAN
CHAIR

NANCY SIVERD
VICE CHAIR

LEANN TALBOT
SECRETARY

GENE MARCOWKA
TREASURER

JUSTIN BOWERSOCK
MISSY COLYER

JOHN FINLEY

HERB HEIMERL

NAN PUGH

ASTRID WARDEN

STAFF
CARRIE MOWREY
EXECUTIVE DIRECTOR

CLAIRE VITUCCI
MARKETING &
OPERATIONS

JESSICA FLAMMANG
OFFICE ADMINISTRATION

Town of Jackson
Planning and Building Department
Attention: Tiffany Stolte
150 E Pearl
Jackson, WY 83001

Dear Tiffany,

On behalf of the Community Foundation of Teton Valley, an affiliate of the Community Foundation of Jackson Hole (Tax ID #83-0308856), we are once again requesting permission to display a banner at McDonald's in Jackson for our 11th annual Tin Cup event in Driggs, a philanthropic event benefitting Teton Valley nonprofits. The Tin Cup is modeled after Old Bill's Fun Run.

Our nonprofits serve all residents of Teton County, Idaho, and includes one organization located in Alta, Wyoming (St. Francis of the Tetons Episcopal Church). In addition, many of our participating nonprofits support recreation, programs, and natural resources that the Jackson Hole community utilizes and enjoys. Examples include Teton Valley Trails and Pathways, the Teton Valley Foundation which hosts the Music on Main summer concert series, and Friends of the Teton River. We continue to receive solid backing from Wyoming residents who historically donated to our nonprofits through Old Bill's, reinforcing that legacy of support across state lines.

The enclosed application is signed by me, John Finley, owner of McDonald's and a Community Foundation of Teton Valley Board Member, giving both my permission for the banner display and support for the cause. Please contact Claire Vitucci, Marketing & Operations Manager for the Community Foundation of Teton Valley, if there are additional questions.

We greatly appreciate the endorsement of the Jackson Town Council for issuing this permit in previous years and invite you all to join us on July 21st at the Driggs City Park to once again celebrate the legacy of generosity demonstrated by both sides of the Tetons.

Sincerely,

John Finley (McDonald's of Jackson Hole & CFTV Board Member) & Claire Vitucci (CFTV)

Illustration — Tin Cup Challenge Banner at McDonald's:

Sign Dimensions:

SIGN 1	
Type:	Banner
Dimensions:	36" H x 360" W
Area (square feet):	90
Height:	3 ft
Clearance:	+/- 6" from ground
Setback property line:	13.5 ft
Sign color:	blue
Sign material:	mesh vinyl
Lighting proposed:	n/a

Sample:





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

APPLICANT: MERIDIAN TRUST FCU

SUBJECT: TEMPORARY SIGN PERMIT – Grand Opening

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at Meridian Trust (740 S Hwy 89) during the following dates:

June 12, 2018 to June 22, 2018

Section 4670.I 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.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located at Meridian Trust (740 S Hwy 89), subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the Grand Opening may be installed during:
June 12, 2018 to June 22, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Meridian Trust, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Meridian Trust FCU Physical Address of Event: 740 S Hwy 89
Description of Event: Grand Opening Jackson WY 83002

EVENT SPONSOR/APPLICANT:

Name: Dave Mosher Phone: 307-734-8034
Mailing Address: PO Box 6947 Jackson WY 83002 ZIP:
E-mail: dmosher@mjmeridiantrust.com Non-Profit: X For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Form with two columns for banner locations. Includes fields for Business/Description, Physical Address, Dates of Display, and Consent from Owner Obtained? (Yes/No).

SUBMITTAL REQUIREMENTS. Attach the following:

- Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
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: Dave Mosher
Applicant Name Printed: Dave Mosher

Date: 5/17/2018
Title: Branch Manager

29.375 x 78.333

Now Open
Stop In!



Opening Soon



48 x 96

Free Checking
Pays You 4% Interest!



heavy duty vinyl!



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING & BUILDING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

APPLICANT: TRAVEL STORY GPS AND JACKSON HOLE HISTORIC MUSEUM

SUBJECT: TEMPORARY SIGN PERMIT – Public Historic Walking Tours

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at Albertson's (105 Buffalo Way) during the following dates:

June 17, 2018 to June 23, 2018
July 8, 2018 to July 21, 2018
July 29, 2018 to August 4, 2018
August 12, 2018 to August 18, 2018
October 2, 2018 to October 8, 2018

Section 4670.I 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.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposal is consistent with Council's strategic intent.

ATTACHMENTS

Applicant Submittal

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located at Albertson's (105 Buffalo Way), subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for the Travel Story GPS and JH History Museum may be installed during:
June 17, 2018 to June 23, 2018
July 8, 2018 to July 21, 2018
July 29, 2018 to August 4, 2018
August 12, 2018 to August 18, 2018
October 2, 2018 to October 8, 2018

SUGGESTED MOTION

I move to **approve** the temporary banners in conjunction with Travel Story GPS and JH History Museum, subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave. ph: (307) 733-0520 or
P.O. Box 1687 (307) 733-0440
Jackson, WY 83001 fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Public Historic Walking TOURS Physical Address of Event: TOWN Square
Description of Event: Weekly docent-led TOURS highlighting the historic stories of downtown JACKSON.

EVENT SPONSOR/APPLICANT:

Name: TravelStory GPS + JHHSM Phone: (307) 200-7491
Mailing Address: PO Box 494, Wilson, WY ZIP: 83014
E-mail: Kaitlyn@travelstory.com Non-Profit: For Profit: [checked]

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Table with 2 columns for banner locations. Includes fields for Business/Description, Physical Address, Dates of Display, and Consent from Owner Obtained. Handwritten entries include Albertson's at 105 Buffalo Way with dates 6/17-6/23, 7/8-7/14, 7/15-7/21.

SUBMITTAL REQUIREMENTS. Attach the following:

- [checked] Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
[checked] 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: Kaitlyn Osborne
Applicant Name Printed: Kaitlyn Osborne
Date: 5/31/18
Title: Marketing Director

* Subject to change if need, 2 3 weeks in a row

FREE SELF-GUIDED APP TOURS!

EXPLORE JACKSON HOLE, GRAND TETON, & YELLOWSTONE

THERE'S A
STORY HERE

WANT AN IN-PERSON TOUR?
MEET AT THE TOWN SQUARE
@10:30AM TUESDAY-FRIDAY



JACKSON HOLE
HISTORICAL SOCIETY
AND MUSUEM



Download on the
App Store



GET IT ON
Google Play

Additional Banner Information -

Dimensions: 120" x 96", vinyl banner, multi-colored

Installation: At Albertson's hanging vinyl banner set-up Sunday, take down Saturday. Contact at Alberston's Steve Sykes.

TravelStorysGPS, LLC Company Description

Overview:

TravelStorysGPS is a local, mission-driven company presenting a mobile app, TravelStorys, which offers interpretive information about the town of Jackson and regional travel routes, sponsored by local nonprofit organizations. Free to users, the mobile app offers self-guided walking, driving, biking, and paddling audio tours that focus on place-based storytelling. As visitors pass by local sights, stories about the history, geology, and culture of their surroundings play automatically—so eyes stay safely on the sites, and not on the devices.

Use, Function, and Clients:

The TravelStorys app is both a public service to visitors and locals and a resource for local organizations to share their stories and messages, and drive new audiences to their websites for further exploration and donations. TravelStorys functions as a new platform for these organizations to reach travelers on the go and share their missions, visions, and goals.

TravelStorysGPS works with an array of nonprofits and agencies in the Jackson Hole area—Jackson Hole Historical Society and Museum, Jackson Hole Land Trust, Grand Teton National Park Foundation, Teton Search and Rescue, National Museum of Wildlife Art, Jackson Hole Airport—and regional organizations including WY State Parks, WY State Office of Historic Preservation, The Nature Conservancy, Teton Regional Land Trust, and many more. TravelStorysGPS recently received funding from the Teton County Lodging Board and the Wyoming Office of Tourism to translate several of its Jackson tours into Mandarin and to provide cultural and resource guidance for Chinese travelers.

Marketing:

The TravelStorysGPS marketing team is always experimenting with new ways of assisting its tour sponsors in reaching new audiences. This banner highlights the two local audio tours and weekly docent-led tours of one of TravelStorysGPS' first and oldest tour sponsors, Jackson Hole Historical Society and Museum. Not only will this banner enhance JHSM's exposure, but because the TravelStorys platform hosts six other local tours, the sponsoring organizations of those tours will receive greater exposure as well. Tours on the mobile app are listed by geographical proximity to one another for maximum exposure for all tour sponsors.

Vision:

TravelStorysGPS' goal is to inform and educate visitors about the fascinating and little-known stories of communities, town and park safety, wildlife messaging, and the importance of stewarding Jackson Hole and other special places.

TravelStorysGPS strives to contribute to our home community and its nonprofit organizations, landscapes, and ecosystems by connecting people to place in memorable ways. We work towards this goal for and with our sponsoring organizations and community partners.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: May 29, 2018
MEETING DATE: June 04, 2018

SUBMITTING DEPARTMENT: START
DEPARTMENT DIRECTOR: Darren R Brugmann
PRESENTER: Darren Brugmann, START Director

SUBJECT: RFP 18-18: Award for Mobile Ticketing/Electronic Fare System

STATEMENT/PURPOSE

The purpose of this item is for Town Council to consider awarding contract negotiations with RouteMatch, Inc. for START's Mobile Ticketing/Electronic Fare System – The Request For Proposal (RFP) process winner for RFP 18-18.

BACKGROUND/ALTERNATIVES

Currently, fares for utilizing the START Bus system are collected manually. The advancement in transit technology in recent years has pushed Mobile Ticketing to the forefront. A number of major transit systems in the country have recently adopted new fare payment technologies. The Town of Jackson believes that the benefits of Mobile Ticketing technology are significant and critical to each system's ability to attract new riders and grow ridership in the future. As a means to increase ridership, the Town of Jackson envisions providing greater fare payment options, convenience and flexibility for its transit riders. Also, the importance of accountability and the ability to track fare purchases is critical to START's future.

RFP 18-18 was initiated on April 16, 2018 to solicit potential vendors. The intent of RFP 18-18 was to obtain services from a single vendor to implement new fare collection technologies for START. The new fare collection system will complement and eventually eliminate the existing fare box system by adding a comprehensive and secured Mobile Ticketing and/or Electronic Fare solution. The purpose of RFP 18-18 was to solicit proposals from various vendors; conduct a fair and extensive evaluation based on criteria listed and then to select the vendor who can help START best reach its goals.

The intent of the project is as follows:

- Institute a robust and flexible platform to support single fare transactions (ticket types, prices, validity and expiration).
- Ensure convenience and ease of use for all customers.
- Make the boarding process easier for bus operators and customers.
- Reduce onboard fare processing time to improve on-time performance.
- Address the issue of fare validation and verification of single and multi-pass tickets in an effective approach that does not compromise the rider's experience.
- Use centralized server/account-based fare payment processing (Must be integrated with existing fare recording software)
- Seamless integration with existing RFID technology in use with existing local existing businesses.
- Provide accurate revenue management and accountability of all fare transactions.

- Provide accurate and timely ridership and revenue data that can support detailed analysis and reporting of transit trends among riders.
- Integrated reporting of fare collected through existing fare box technology and the new Mobile Ticketing device.
- Ensure optimized functionality in a challenging environment for network connectivity onboard the buses.
- Comply with existing payment industry standards (if any).
- Protect customer privacy and transaction security by complying with the security standards of the financial payments industry, ensuring the security and confidentiality of customer information and protecting it against threats or hazards.
- Achieve cost efficiencies through the reduction of cash handling, number of forms of fare media and operating cost.
- Future integration of credit card payments with our present Point of Sale (POS) system at ticket locations.
- Reduce the use of cash for fare payment onboard buses to minimize dwell time and to reduce business expenses in handling cash.
- Maximize the reach to customers while minimizing the reliance on retail distribution network.
- Support and be extensible to new technologies as they mature in the industry.
- Pricing per unit plus any associated hardware/software, in our case it would be Thirty (30) units.

The solution shall be a cloud based system designed to provide a secure, robust 24/7/365 service to both the agency and its riders. The system is accessed through secure web portals for both the agency as well as the riders. The system will integrate directly with an appointed Payment Service Provider (PSP) partner, for all credit card processing.

STAKEHOLDER ANALYSIS

RFP 18-18 generated nearly 25 interested vendors. Six (6) Vendors submitted a response by the amended May 11, 2018 deadline. Those vendors were: RouteMatch (Atlanta,GA), Acumen (Oakland, CA), Passport Inc. (Charlotte, NC), Delerrok (Vista, CA), Token Transit Inc. (San Francisco, CA) and Hopthru (San Francisco, CA).

The evaluation committee was made up of the following staff members: Darren Brugmann (START Director), Kelly Thompson (Finance Director) and Michael “Zolo” (IT Director). They evaluated all proposals based on the following criteria:

- Substantiated representations regarding the vendor’s capabilities and qualifications in providing the equipment, technology and services required and experience in completing similar projects (examples from other projects, references, etc).
- Clearly demonstrated understanding of the proposed project and proposed solutions and alternatives.
- Qualifications and experience
- Initial costs for the proposed solution, implementation, training and on-going support.
- Ability to meet specified schedule
- References
- Demonstrated success of the proposed solution, quality of equipment and availability of ongoing support. Warranties or other assurance of quality, service, customer satisfaction.
- Ability to adhere to the attached federal clauses.

The Evaluation Committee recommends:

RouteMatch

- The clear winner in terms of platform and benefits as well as value to our riders and taxpayers.
- Committed to provide full cross-compatibility with JHMR’s passes (and others) with no extra cost
- Committed to a discount when bundling existing RouteMatch maintenance with RMPay maintenance

- Committed to implementation budget within grant award
- Committed to provide full integration with Xpress BillPay at no extra cost

Should contract negotiations not be successful with RouteMatch, the next vendor in line of the committee's recommendation would then be considered.

ATTACHMENTS

None

FISCAL IMPACT

The following is as budgeted in FY19 budget and Grant Award:

\$228,750	Total
\$183,000	Federal (80%)
\$45,750	Local (20%)

STAFF IMPACT

Review and completion of Contractual requirements (Legal Staff). DRAFT Contract will be presented to Town Council at June 18, 2018 meeting.

LEGAL REVIEW

None at this time.

RECOMMENDATION

Staff recommends Council to proceed with contract negotiations with RouteMatch, Inc.

SUGGESTED MOTION

If Town Council is ready to move forward, a suggested motion:

I move to award RouteMatch, Inc. as the RFP #18-18 winner and direct staff to negotiate a contract for START's Mobile Ticketing/Electronic Fare System and bring the contract back to Council.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: May 31, 2018
MEETING DATE: June 4, 2018

SUBMITTING DEPARTMENT: Parks and Recreation
DEPARTMENT DIRECTOR: Steve Ashworth
PRESENTER: Steve Ashworth

SUBJECT: Memorandum of Agreement with Jackson Hole Land Trust for the Funding of a Karns Meadow Environmental Assessment

STATEMENT/PURPOSE

Over the past few years several discussions have taken place regarding improvements at Karns Meadow Park. Most recently, a pre-application conditional use permit was submitted for pathway development around the perimeter. The purpose of the agreement is for the town to complete a comprehensive environmental assessment for all allowed uses at the site, and to be funded by the Jackson Hole Land Trust. The Jackson Hole Land Trust continues to be a valuable partner with the Town of Jackson, and has graciously offered funding for the EA consistent with their important mission of land conservation stewardship. The JHLT has pledged a not to exceed amount of \$35,000 for professional consultant services. The Town of Jackson intends to solicit for services through a formal request for proposal.

BACKGROUND/ALTERNATIVES

In 2003 the Town of Jackson entered into a purchase agreement with the Karns Family and Jackson Hole Land Trust to purchase approximately 41 acres of park land protected and restricted with a conservation easement. The Town purchased the property over several of years, and completed the acquisition of all seven tracts in 2008. Each tract of land has a unique and distinct set of conservation values and restrictions. For example, tract four was identified for its unique value to treat storm water from the town of Jackson prior to entering into Flat Creek. In 2006/7 The Town of Jackson partnered with the Teton Conservation District to construct a wetland treatment facility utilizing town funding and a DEQ 319 Grant.

The Town of Jackson will evaluate all allowed land uses identified and permitted under the conservation easements and consistent with the Town's development objectives, and conduct an environmental assessment. The environmental assessment will identify vegetative, wildlife and water quality impacts associated with the various development options. The Assessment will also provide recommendations on reasonable and prudent mitigation for impacts to the environment.

It is important to point out that the possible development options are not committed or approved development plans, rather possible build-out components to be analyzed and evaluated. Findings of the environmental assessment will be communicated through a written report and future presentation to the Jackson Town Council.

ATTACHMENTS

Memorandum of Agreement with Jackson Hole Land Trust

FISCAL IMPACT

Cost of the Environmental Assessment to be funded by the Jackson Hole Land Trust, not to exceed \$35,000.

STAFF IMPACT

The Parks and Recreation Staff will oversee the consultant solicitation and contract management with collaboration of the Town of Jackson Planning and Administration staff.

LEGAL REVIEW

Lea Colasuonno

RECOMMENDATION

Staff recommends approval of the Memorandum of Agreement between the Town of Jackson and the Jackson Hole Land Trust for the funding of the Karns Meadow Park Environmental Assessment, not to exceed \$35,000.

SUGGESTED MOTION

Move to approve the Memorandum of Agreement between the Town of Jackson and the Jackson Hole Land Trust for the funding of the Karns Meadow Park Environmental Assessment, not to exceed \$35,000.

MEMORANDUM

TO: Mayor and Town Council

FR: Bob McLaurin

DT: May 30, 2018

RE: FY 2018-19 Budget

The Town Council has held two meetings to date to review and discuss the Town Manager's Recommended budget. Pursuant to Council direction, we have scheduled time at the June 4th evening meeting to continue the budget review. The attached documents show the significant changes made to date to each of the funds.

General Fund

The largest changes to the general fund budget is as follows:

\$98,529 increase in police salaries and benefits

\$24,570 increase in the Town Attorney budget

\$113,703 reduction in Park & Recreation transfer due to additional START revenues

\$15,876 reduction in County managed jointly funded programs (based on Alyssa's Recommendation)

With these changes, the recommended budget has a surplus of \$195,837 and an ending fund balance is \$7,644,113

START Fund

Since the preparation of the Recommended Budget, we were informed by WYDOT that we will received an additional \$252,673 in Federal Funds. Therefore, we have revised the revenue forecast to reflect these additional funds. Because of the additional revenue, we have reduced the Lodging Tax Fund transfer to Start Fund by \$113,703. We have also increased expenditures \$21,964 to account for electronic fare operating cost.

Employee Housing Fund

The following are the changes to the employee housing fund:

\$6,950 increase to fund additional property taxes for town rental units

\$24,000 increase for additional employee housing leases

Employee Insurance Fund

\$55,000 to account for increase in stop-loss premium



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: May 29, 2018
MEETING DATE: June 4, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne DeVries Robinson
PRESENTER: Sandy Birdyshaw, Town Clerk

SUBJECT: Public Hearing for a new Restaurant Liquor License and a dual Microbrewery Permit:
Get Loose, LLC d/b/a Roadhouse Brewing Co Pub & Eatery

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

The applicant, Get Loose LLC d/b/a Roadhouse Brewing Co Pub & Eatery, has applied for a new restaurant liquor license with a dual microbrewery permit to be located at 20 East Broadway. This location was previously occupied by Town Square Tavern. The remodel is currently in process, and Roadhouse plans to open in late June or July 2018. These applications include the request for the Council to approve the serving alcohol and malt beverages on the second floor deck, as it is an immediately adjacent enclosed area.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office

The following is an excerpt from Wyoming State Statutes 12-4-104 (b) regarding the issuance of a liquor license: *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.*

Per the current Wyoming State Statute 12-4-103(a) the applicant has up to one year to become operational:

- (iv) *Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be*

operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph..

The Local Licensing Authority may approve serving in an outside area per W.S. 15-5-201(a): *Except as otherwise provided in this section, the principal place in which alcoholic liquor and malt beverages are sold under a license shall be located in the licensed building for which the license is issued and as approved by the licensing authority. Alcoholic beverages may be served only in the licensed building and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority. This adjacent area shall not be in another building.*

ATTACHMENTS

- 1) Restaurant liquor license application
- 2) Microbrewery liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$1250 for prorated application fees this year and \$1500 for renewal fees in April 2019. No fee is required for the microbrewery permit as it will be held as a 'dual' permit per W.S. 12-4-412(b)(viii).

STAFF IMPACT

Impact to staff is within normal duties of reviewing and processing a liquor application, placing required legal notices, and internal communications. Upon Council approval, a license certificate would be issued after any conditions or restrictions are satisfied.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff does not recommend denial or approval. The Town Council has many options, some of which are listed below:

1. Approve the dual license applications with these suggested conditions:
 - 1) Prior to commencing microbrewery operations and alcohol and malt beverage sales, the applicant shall have complied with all Town of Jackson Building Codes, Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk.
 - 3) Any additional minor corrections deemed necessary by staff or the Wyoming Liquor Division.
 - 4) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.
2. Deny the applications.
3. Discuss and postpone action to the next regular meeting
4. Other.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, suggested motions are generally stated in the affirmative:

I move to approve the issuance of a restaurant liquor license and a dual microbrewery permit to Get Loose LLC d/b/a Roadhouse Brewing Co Pub & Eatery for the remaining license year ending March 31, 2019, subject to the conditions and restrictions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that all conditions of approval have been met within the timeframe set forth in current Wyoming Statute 12-4-103(a)(iv).

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: Microbrewery License at same location and Microbrewery Permit at 1225 Gregory (Get Fun by LLC) spb

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Gavin Fine	████	██████████ ██████████	██████████ 1	1	50%	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Colby Cox	████	██████████ ██████████	██████████	1	50%	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

 YES NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building):

12'-9" long x 7'-10" wide dispensing room in the North East corner of the building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) *Letter* YES NO(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?
W.S. 12-4-401(b)(i) YES NO(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?
W.S. 12-4-401(b)(iii) YES NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?
W.S. 12-4-401(b)(iv) YES NO(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO**10. MICROBREWERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division) YES NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO**11. WINERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? YES NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

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

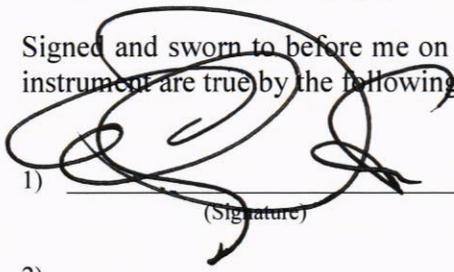
OATH OR VERIFICATION

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

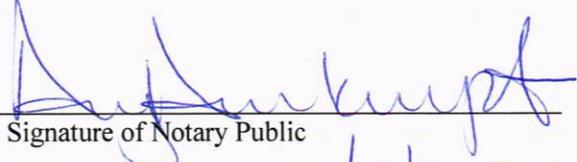
Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

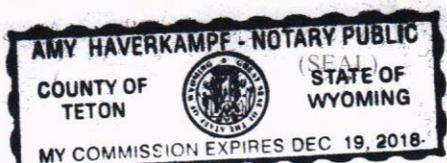
Signed and sworn to before me on this 7 day of May, 20 18 that the facts alleged in the foregoing instrument are true by the following:

1)  (Signature)	Cosby D. Cos (Printed Name)	Manager 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: 12/19/2018



LEASE

THIS LEASE (the "Lease") is made as of the 26 day of July, 2017 (the "Effective Date"), between Town Square, L.L.C. having an address of PO Box 159, Teton Village, Wyoming 83025 ("Lessor"), and Get Loose, L.L.C. a Wyoming limited liability company, having an address of 172 Center Street, Suite 204, Jackson Hole, Wyoming 83001, Attention: Gavin Fine ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of real property and improvements situated in the Town of Jackson, County of Teton, located at: 10 East Broadway, Jackson, Wyoming 83001, containing approximately seventeen thousand five hundred sixteen (17,516) rentable square feet ("Lessor's Property"), particularly that portion of Lessor's Property being approximately six thousand (6,000) square feet being the subject of this Lease, which includes the storefront on the ground level (the "Leased Premises"), more specifically described on Exhibit "A" attached hereto.

*the designated address for the leased premises is 20 East Broadway, Jackson, WY 83001.
[Handwritten signatures]

WHEREAS, Lessee desires to Lease from Lessor and Lessor is willing to lease to Lessee the Leased Premises subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Lease of Leased Premises; Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises subject to the terms and conditions set forth herein for a term to commence on the Effective Date and expire on the date that is ten (10) years after the Rent Commencement Date (as defined below). Payment of Base Rent (as defined below) shall commence on the date that is one hundred fifty (150) days after the date Lessee obtains the "Permits" (herein so called) as are required to be issued by all governmental authorities in order for Lessee to perform its work and conduct the permitted use of the Premises, if any (the "Rent Commencement Date"); provided however, in no event shall the "Rent Commencement Date" be deemed later than June 1, 2018 or the date that the Lessee opens for business, whichever occurs first, and to expire on the date that is ten (10) years thereafter (unless sooner terminated pursuant to the terms hereof). Lessee agrees to pay Lessor as follows:

6-1-2018
+10 years
5-31-2028

(a) **Base Rent.** The monthly "Base Rent" payable from Lessee to Lessor shall commence on the Commencement Date and shall be as follows:

- Year 1: Twenty Thousand and No/100 Dollars (\$20,000.00) per month.
- Year 2: Twenty-One Thousand and No/100 Dollars (\$21,000.00) per month.
- Year 3: Twenty-Two Thousand Fifty and No/100 Dollars (\$22,050.00) per month.
- Year 4: Twenty-Three Thousand Fifty Two and No/100 Dollars (\$23,052.00) per month.
- Year 5: Twenty-Four Thousand Two Hundred Four and No/100 Dollars (\$24,204.00) per month.
- Years 6-10: Thirty-One Thousand and No/100 Dollars (\$31,000.00) per month.
- Years 11-15* Market Rent (as set forth below)
- Years 16-20* Market Rent (as set forth below)

* If applicable pursuant to Section 21.

Base Rent shall be paid in advance, on the first day of each month during the term of this Lease commencing on the Rent Commencement Date, at the address of Lessor set forth above, without any setoff or deduction whatsoever, except as may be permitted pursuant to the express terms of this Lease.

Calculation of Market Rent

(1) Lessor and Lessee shall, at least ninety (90) days prior to the expiration of the Initial Term and the first Renewal Term, agree on the minimum annual rent for the first year of each extension period based upon the "Then Fair Market Rental Value of the Leased Premises" as defined below. If the parties agree on the minimum annual rent for the first year of an extension period within ninety (90) days, they shall execute an addendum to this Lease stating the Base Rent for such extension period.

(2) If they are unable to agree on the Base Rent for the first year of an extension period within the fifteen (15) day period, then the Base Rent shall be the "Then Fair Market Rental Value of the Leased Premises" as determined in accordance with subsection (4) below.

(3) The "Then Fair Market Rental Value of the Leased Premises" means what a landlord under no compulsion to lease the Leased Premises and a tenant under no compulsion to lease the Leased Premises would determine as rent for the first year of the extension period, as of the commencement of the extension period, taking into consideration the use permitted under the Lease, the quality, size, shape, design and location of the Leased Premises, but in no event less than the Base Rent in effect for the year in which Lessee exercises its option to extend.

(4) Within seven (7) days after the expiration of the ninety (90) day period set forth in Subsection (2) above, Lessor and Lessee shall each appoint a real property appraiser with a minimum of five (5) years' experience conducting appraisals in the area in which the Leased Premises are located to appraise the Then Fair Market Rental Value of the Leased Premises. If either the Lessor or the Lessee does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Then Fair Market Rental Value of the Leased Premises. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days following the thirty day period the two (2) appraisers are given to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree on the third appraiser, either the Lessor or Lessee may petition the appropriate presiding civil court judge of the Teton County District Court of the Ninth Judicial District for the selection of a third appraiser who meets the qualifications stated in this paragraph. Lessee and Lessor shall each pay one-half (1/2) of the total cost of appointing the appraisers and any fees due.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Then Fair Market Rental Value of the Leased Premises. If a majority of the appraisers are unable to set the Then Fair Market Rental Value of the Leased Premises within thirty (30) days after selection of the third appraiser, the three (3) appraisals shall be averaged and the average shall be the Then Fair Market Rental Value of the Leased Premises.

The Base Rent payable during the first year of the first extension period as determined above shall be increased during the remaining term of the extension period by three percent (3%) per annum. The foregoing rental adjustments shall occur on the first day of the month of each twelve (12) month period during the extension period after the first year.

(b) Size of Premises. The parties acknowledge and agree that the rentable square foot area of the Premises shall be deemed to be six thousand (6,000) square feet as indicated on the attached Exhibit "A".

(c) Due Diligence. Lessee shall be permitted to enter the Premises for the purposes of conducting due diligence and all due diligence shall be completed prior to the Due Diligence Deadline. In the event that Lessee is not satisfied with the condition of the Premises for its use as contemplated by this Lease, Lessee, by delivering written notice to Lessor at any time on or before August 31, 2017 (the "Due Diligence Deadline"), may elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessee or Lessor shall have any further obligations or liabilities to the other, and Lessor shall return the Security Deposit in full to Lessee. If Lessee shall not have elected to terminate this Lease by delivering written notice of

termination to Lessor on or before the Due Diligence Deadline, Lessee shall be deemed to be satisfied with the condition of the Premises and shall be deemed to have waived its right to terminate this Lease pursuant to the provisions of this Paragraph 1(c).

(d) Permits. The obligations of Lessee under this Lease are expressly contingent upon Lessee obtaining the Permits. Lessee shall use its best and expedient efforts to obtain the Permit. In this regard, Lessee shall submit its drawings and formally apply to the Town for its Permits not later than August 31, 2017 and Lessee must respond and resubmit to the Town within seven (7) days after receipt of comments. If Lessee has not obtained the Permits on or before December 1, 2017, either Lessor or Lessee may, by delivering written notice to the other, at any time on or before December 6, 2017, either elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessor nor Lessee shall have any further obligations or liabilities to the other and Lessor shall return the Security Deposit in full to Lessee, or waive the contingency set forth in this Paragraph 1(d). Should Lessee not elect to terminate this Lease on account of the Permits by delivering written notice of termination on or before December 6, 2017, Lessee shall be deemed to have waived the contingency set forth in this Paragraph 1(d) and to have obtained the Permits as of December 1, 2017.

(e) Allowance. Except as provided in this Paragraph 1(c), the performance of Lessee's work in the Premises shall be performed and completed at Lessee's sole cost and expense. Notwithstanding the foregoing, so long as this Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Lessor shall provide to Lessee an allowance (the "Allowance") for the reimbursement of the cost of installing Required Improvements and which shall be in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00). For the purposes of this Paragraph 1(c), "Required Improvements" are structural, mechanical or legally required improvements (such a improvements necessary to comply with the ADA) that Lessee is required to install in order to ready the Premises for the conduct of business and which are not required as a result of Lessee's particular use and occupancy of the Premises (but rather are required of premises generally) and which benefit the building of which the Premises is a part and will remain in the Premises and/or the building following the expiration or earlier termination of this Lease. The Parties agree that the replacement of the older HVAC unit serving the Leased Premises qualifies as a "Required Improvement," and the replacement thereof prior to the Rent Commencement Date may be paid for with the proceeds of the Allowance. If Lessee believes that any improvements that Lessee is making to the Premises in order to ready the Premises for occupancy qualify as "Required Improvements", Lessee shall provide to Lessor written notice thereof prior to the installation of such improvements. Such notice to Lessor shall be accompanied by work orders, invoices and other evidence of the costs to be incurred by Lessee for the Required Improvements. Payment of the Allowance shall be made as follows: During the first (15) months of the term of this Lease, notwithstanding the provisions of Paragraph 1(a) to the contrary, so long as this Lease is in full force and effect and free from default, Tenant may exercise a credit against Base Rent in the amount of Five Thousand and No/100 Dollars (\$5,000.00) for each month during the first (15) months of the term of this Lease; provided, however, in no event shall the cumulative amount of such credit exceed the cost of the Required Improvements.

2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant with incidental retail sales of liquor, beer, wine, and merchandise and for no other purpose.

See 1st Amd
also

3. Default. In the event Lessee shall "default" hereunder (as defined below), then Lessor shall have all of the rights and remedies available to a Landlord under Wyoming law. In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and costs incurred therein by the successful party. A "default" under this Lease shall mean that the Lessee fails to fully perform any of the terms, covenants and conditions on its part to be performed under this Lease, and the failure continues for thirty (30) days (seven (7) business days in the case of a monetary default) after written notice from Lessor, except that in the case of non-monetary default if Lessee begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Lessee 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.

4. **AS-IS.** Lessee hereby expressly acknowledges that as of the Due Diligence Deadline it has inspected the Premises and is familiar with the physical condition thereof, and agrees to take the same "as is", even if the Leased Premises is not in compliance with applicable codes and laws as of the Effective Date. Lessee acknowledges that Lessor shall have no obligation to do any work in and to the Leased Premises, or incur any expense in connection with said work, in order to make the Premises suitable and ready for occupancy and use by the Lessee.

5. **Alterations.** Lessee shall not make, cause, or permit the making of any alterations, decorations, installments, additions, or improvements in or to the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Lessee agrees to pay all costs and expense in connection with obtaining such consent and in making such alterations, decorations, installments, additions, or improvements. Lessee shall promptly pay all contractors, materialmen and professional service providers, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall hold the Lessor, the Leased Premises and the building and every part thereof free and harmless for, from and against any and all liability, damage, claims, demands, liens, suits, actions or expense (including attorneys' fees) arising out of any work done on or about the Leased Premises by Lessee, its employees, representatives, successors and assigns at the request or on behalf of Lessee.

6. **Taxes.** Lessee shall be liable for and promptly pay when due all taxes and other charges levied against Lessee's personal property, trade fixtures and other property placed by Lessee in, on, or about the Leased Premises. Lessor shall pay all real property taxes and assessments assessed against Lessor's Property.

7. **Release.** Lessor shall not be liable for and Lessee waives and releases all claims for any damage to property of Lessee, or of others, located on or about the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, except if said loss or damage is caused by the gross negligence or willful conduct of Lessor, its employees or agents. Lessor shall not be liable for and Lessee waives and releases all claims for any latent defects in the Premises or in the building of which they form a part. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only and Lessee shall indemnify, defend and hold Lessor harmless for, from and against any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers.

8. **Utilities.** Lessee agrees to connect only such electrical equipment to the building electric distribution systems. Lessor shall not in any way be liable or responsible to Lessee for any loss, damage or expense which Lessee may sustain or incur if for any reason either the quantity or character of electric service is changed or is no longer available or suitable for Lessee's requirements. Lessee is responsible for obtaining and paying for any utilities which it may desire for the Leased Premises, including, but not limited to, water, sewer, gas, trash and recycling. In this regard, Lessee shall pay such deposits and execute such applications as may be required to establish utility service in Lessee's name. All utilities serving the Leased Premises are separately metered.

9. **Indemnification.** If, as a result of any act or omission on the part of Lessee, its agents, employees, contractors, subcontractors, or invitees any claim, action, or suit is made or brought against Lessor, Lessee does hereby agree to indemnify Lessor and to hold Lessor harmless for, from and against any claim, liability, damage, or loss resulting from any such act or omission, including the payment of all of reasonable attorney's fees and costs in connection therewith.

10. **Assignment; Sublease.** Lessee shall not assign, mortgage, or encumber this Lease, nor further sublet or suffer or permit the Leased Premises or any part hereof to be used by others without the prior written consent of Lessor in each instance, in Lessor's sole and absolute discretion, except that Lessee retains the right to assign this Lease to an affiliate of Lessee without prior written consent; provided, however, no assignment of this Lease or subletting of the Premises shall result in a release of liability of Lessee or any Guarantor of this Lease.

Consent by Lessor to an assignment or subletting shall not be construed to release Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting. Consent by Lessor to an assignment or sublease shall not release from Lessee's obligations hereunder unless such written consent clearly and specifically states intent to do so. Any authorized assignee or sublessee shall agree in writing to be bound by the terms of this Lease and to abide by all applicable laws and any rules and regulations adopted by the Lessor. Lessee shall pay all costs incurred by Lessor in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees, in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00). The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

11. Maintenance.

(a) Lessee shall, at its sole cost and expense, at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacement, and in compliance with codes and ordinances of governmental authorities having jurisdiction). Furthermore, Lessee agrees to immediately notify Lessor if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to enter and evaluate and/or make recommendations with respect to remediation. Lessee acknowledges that the control of moisture and mold prevention are obligations of Lessee under this Lease. Lessee shall also repair any damage to the structural portions of the roof and Leased Premises resulting from Lessee's negligent acts or omissions or the acts or omissions of Lessee's employees or agents or as a result of the failure of Lessee or Lessee's employees or agents, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Lessee or Lessee's employees or agents. Lessee shall be responsible for all maintenance and repairs with respect to the Leased Premises except as set forth in subparagraph (b) below.

(b) Lessor shall, at its sole cost and expense: (i) as needed in Lessor's reasonable discretion, keep the foundation and structural soundness of the building of which the Premises is a part, including the exterior walls and roof, in good repair, ordinary wear and tear excepted, and, when necessary in Lessor's discretion, replace the roof of the Leased Premises, (ii) perform all exterior maintenance with respect to the building of which the Premises is a part, (iii) maintain all commonly used portions of real property and adjoining areas, including all sidewalks and parking lots, that are owned by Lessor, in clean and orderly condition, and (iv) maintain and/or repair as necessary the utility lines servicing the Leased Premises.

12. Lessor's Access. Lessor or Lessor's agents shall have the right to enter the Leased Premises upon reasonable notice, and in no event less than 24 hours' notice (except in the case of an emergency, in which no notice shall be required), to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable including repair, maintenance or alteration of adjoining areas having a common wall or common floor or ceiling within the Leased Premises, and Lessor shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Lessee or otherwise; provided, however, notwithstanding the foregoing provisions of this paragraph to the contrary, in the event that Lessor's repair of the Leased Premises pursuant to this paragraph results in a closure of the Leased Premises, which closure continues for three (3) consecutive calendar days, then Base Rent, and other charges due under this Lease shall thereafter abate equitably during the remaining period of such closure. During the three (3) months prior to the expiration of the term of this Lease or any renewal term Lessor may exhibit the Leased Premises to prospective Lessees or purchasers, and place upon the Leased Premises the usual notices "**For Lease**": or "**For Sale**", which notices Lessee shall permit to remain thereon without molestation. In exercising its rights under this paragraph, Lessor shall use

commercially reasonable efforts to not interfere with the conduct by Lessee of its business operations at the Leased Premises.

13. **Surrender.** Lessee, upon the expiration or within thirty (30) days following the sooner termination of this Lease, shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's property insurance and shall surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Lessee shall remove all its trade fixtures, and, at Lessor's request, any alterations or improvements before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall have the right, prior to the expiration or sooner termination of this Lease, to remove, at Lessee's cost and expense, any and all trade fixtures, and other personal property of Lessee situated in the Leased Premises.

14. **Waiver of Subrogation.** Whenever (a) any loss, cost, damage, injury, or expense resulting from fire, explosion, or any other casualty or occurrence normally covered by causes of loss special form insurance is incurred by either party to this Lease in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, injury, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense, to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operation in any case where the effect thereof would be to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the party which shall be subject to such increased cost shall promptly notify the other party in writing of such cost increase and the other shall have the right, within thirty (30) days following its receipt of such written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

15. **Brokers.** Lessee represents and warrants that Lessee neither consulted nor negotiated with any Broker or finder with regard to the Premises or this Lease. Lessee agrees to indemnify, defend and save Lessor harmless for, from and against any claims for fees and commissions from anyone with whom Lessee has dealt in connection with the Premises or this Lease.

16. **Notices.** All notices and demands to Lessee shall be deemed sufficiently given when delivered personally or mailed by certified mail, return receipt requested, to Lessee at Get Loose, LLC, 172 Center Street Suite 204, Jackson, Wyoming 83001, Attention: Manager or at such other address as Lessee shall from time to time designate in writing by notice given hereunder to Lessor. All notices and demands to Lessor shall be deemed sufficiently given when mailed by certified mail, return receipt requested, to Lessor at PO Box 159, Teton Village, Wyoming 83025, or at such other address as Lessor shall from time to time designate in a notice given hereunder to Lessee. Bills for rent or additional rent may be mailed by ordinary mail rather than certified mail, return receipt requested.

17. **Security Deposit.**

(a) Upon the execution of this Lease, Lessee shall deposit with Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as security for the faithful performance and observance by Lessee of the terms, covenants, and conditions of this Lease (the "Security Deposit"). It is agreed that in the event Lessee defaults in respect of any of the terms, covenants, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may apply a portion or all of the security as payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default, including but not limited to, any damages or deficiency in reletting of the Leased Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Lessor. Lessee shall, upon demand, deposit with Lessor the full amount so used, in order that Lessor shall have the full security deposit on hand at all times during the term of this Lease.

(b) Notwithstanding the provisions of Section 17(a) above, provided that (i) Lessee has not committed a default hereunder, and (ii) no event shall have occurred or state of facts exists which, if continued uncured, will, with the lapse of time or the delivery of notice, or both, constitute a default hereunder, and (iii) Lessee has opened at the Leased Premises for business to the public, Lessor shall apply the Security Deposit to the first installment of Base Rent due under this Lease.

(c) In the event of a transfer or assignment of this Lease by Lessor, Lessor shall have the right to transfer the security to the transferee or assignee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor.

(d) Lessee further covenants that it will not assign or encumber, or attempt to assign or encumber, monies deposited herein as security, and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

18. **Entire Agreement.** This Lease contains the entire agreement and understanding between parties. There are no oral understandings, terms, or other conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms, representations, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally but only by an agreement in writing signed by both parties hereto subject to the prior consent of Landlord.

19. **Successors and Assigns.** The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

20. **Rules.** Lessor may promulgate reasonable rules and regulations with respect to the Leased Premises. Lessor must provide Lessee a copy of such rules and regulations, as amended from time to time, and if so provided then any such Lessor's rules and regulations are a part of this Lease as though incorporated herein. Lessor's rules and regulations shall not contradict or abrogate the rights or privileges expressly granted to Lessee in this Lease.

21. **Renewal of Term.** Provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and that Lessee is conducting business from the Leased Premises, then Lessee shall have, and is hereby granted, the option to extend the initial term of the Lease for two (2) additional periods of five (5) years each (each, a "Renewal Term"). Lessee's occupancy of the Premises during the Renewal Terms shall be governed by all of the terms, conditions, covenants and provisions of the Lease except that Lessee shall have no further option to extend the initial term after the expiration of the second Renewal Term. The Renewal Terms shall automatically commence (i) if the original Lessee continues to remain the Lessee at the time of the commencement of a Renewal Term, (ii) provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and (iii) Lessee has not provided notice of its election not to renew a minimum of sixty (60) days prior to the expiration of the then current term. Base Rent for each Renewal Term shall be calculated in accordance with the provisions of Section 1(a).

22. **Estoppel Certificate.** Within ten (10) business days after Lessor's written request, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee, ground lessor or purchaser, or to Lessor, certifying that this Lease is in full force and effect, that there does not exist nor has there existed any toxic materials or hazardous waste in, on or about the Leased Premises, that no more than one (1) month's rent has been paid in advance, that there are no defenses or offsets thereto, or stating those claimed by Lessee, and any other reasonable information that may be requested. If Lessee fails to timely execute the estoppel certificate, Lessee shall pay Lessor on demand a late fee of One Hundred and No/100 Dollars (\$100.00) and such failure may, at Lessor's discretion, be considered a default by Lessor under this Lease.

23. **Attornment.** Lessee shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage or deed of trust

made by the Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease provided that any purchaser or mortgagee shall recognize Lessee's Lease as remaining in full force and effect so long as Lessee is not in default hereunder.

24. Subordination. Upon request of the Lessor, Lessee will subordinate its rights hereunder to any ground lease and to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by the ground lessor or mortgagee. Lessee covenants and agrees that it will execute additional subordination agreements to such effect at any time thereafter upon the request of Lessor without compensation being made therefor; provided that any ground lessor or the holder of any lien or encumbrance relying on this paragraph or any such additional agreements will covenant with Lessee that this Lease shall remain in full force and effect, and Lessee shall not be disturbed in the event of termination, sale or foreclosure so long as Lessee is not in default hereunder. However, if Lessor so elects, this Lease shall be deemed prior in lien to any ground lease, mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Lessee will execute a statement in writing to such effect at Lessor's request.

25. Lessor Default. Lessee agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon the Lessor, provided that prior to such notice, Lessee has been notified in writing fifteen (15) business days in advance (by way of a Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event Lessee shall forbear from the exercise of remedies (and shall continue to pay rent and abide by all other obligations under this Lease) while such remedies are being so diligently pursued.

26. Quiet Enjoyment. The operation of a bar and restaurant is hereby deemed the acceptable use of the Leased Premises for the purposes of this Lease. Lessor covenants that Lessee, upon payment of the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof free from hindrance or molestation by Lessor or persons claiming by, through or under Lessor subject, however, to matters of record. Lessee shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located.

27. Damage. If the Leased Premises shall be damaged by fire, unavoidable accident, the elements or other casualty insured against under the insurance provisions above but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the Base Rent shall not be abated. Lessee shall be responsible for the prompt repair and restoration of its furniture, fixtures and equipment in the Leased Premises damaged by such event. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Lessor shall at its own expense cause the damage to be repaired, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the Base Rent meanwhile shall be abated in whole, except that Lessor and Lessee shall each have the right to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Base Rent and other charges to be adjusted as of such date. In the event that fifty percent (50%) or more of the rentable area of Lessor's Property shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected

by such fire or other cause, Lessor and Lessee shall each have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease, provided that, should Lessor give Lessee such notice, Lessor has terminated all other leases at Lessor's Property that Lessor is entitled to terminate. Upon either party giving of such notice, the term of this Lease shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, and Lessee shall vacate the Leased Premises and surrender the same to Lessor. Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Leased Premises which Lessor is obligated to restore or may restore under any of the provisions of this Lease. Furthermore, notwithstanding the foregoing provisions of this paragraph, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the Leased Premises cannot be repaired within six (6) months from the state such damage occurs, Lessor or Lessee shall, at its option, have the right to terminate this Lease.

28. Hazardous Substances. The term "Environmental Laws" means any federal, state or local law, statute, ordinance, regulation or order pertaining to environmental conditions or Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos, and (d) polychlorinated biphenyl. Except in connection with the normal business operations of Lessee, and then only in strict compliance with all applicable Environmental Laws, Lessee shall not use, generate, produce, store, release, discharge or dispose of any Hazardous Substances in the Leased Premises or the building. Lessee, at Lessee's expense, shall, in a manner that complies with all Environmental Laws, perform all remediation and cleanup of the Leased Premises and/or the building, hereinafter necessary or required to remediate the presence of Hazardous Substances used, generated, manufactured, produced, stored, released or discharged by Lessee or its agents, contractors, servants or employees on, under or about the Leased Premises and/or the building unless the presence of same is due to the acts or omissions of Lessor. Lessee shall protect, indemnify, defend and hold harmless Lessor, and its directors, officers, members, employees, parents, subsidiaries, successors and assigns for, from and against any and all claims, demands, fines, liens, loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) arising out of or attributable to Lessee, its assignees, subtenants or their respective agents', contractors', servants' or employees' use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence (through the action or omission of Lessee) of Hazardous Substances on, under or about the Leased Premises or the building. Lessee shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of Hazardous Substances upon, about, beneath, migrating to or from the Leased Premises by a prior occupant of the Leased Premises (unless such occupant is or was an affiliate or sublessee of Lessee) or on or from Lessor's Property by another tenant of Lessor's Property, a prior owner of Lessor's Property or Lessor.

29. Eminent Domain. If the whole of the Leased Premises shall be acquired for any public or quasi-public use or purpose or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding and all rentals shall be paid up to the date of such taking. If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises reasonably unsuitable for Lessee's business, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion taken, and this Lease shall continue in full force and effect, except that the Base Rent shall be prorated on a square foot basis based on the new square footage after the partial taking has occurred. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, and Lessee hereby expressly waives any right or claim to any part thereof, including right or claim for the value of any unexpired term of this Lease or diminution in value of Lessee's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation

for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business (including "moving and relocation benefits" and any award payable with respect to the "goodwill" of the business) by reason of the condemnation and for or on account of any cost or loss which Lessee might incur in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment, provided that such compensation does not reduce the amounts payable to Lessor in accordance with the provisions of the preceding sentence. Lessor and Lessee acknowledge and agree that the provisions of this Paragraph 29 are the result of arms-length negotiations between Lessor and Lessee and in the event of any conflict between the provisions of this Paragraph 29 and any statutory or common law rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain, the provisions of this Paragraph 29 shall prevail.

30. Holdover. Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at a rent equal to one and one-half (1½) times the rate payable during the last year of the term of the Lease and shall otherwise be on the terms and conditions herein specified, so far as applicable. Such month to month tenancy may be terminated by either Lessor or Lessee upon not less than thirty (30) days written notice to the other.

31. Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent and other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

32. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure or disruption of utilities or critical electronic systems (including rolling blackouts), governmental restrictions, governmental regulations, governmental controls, judicial orders, acts of the public enemy (including terrorist acts), hostile governmental action, civil commotion, fire or other casualty, eminent domain, land use challenges and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Lessee pursuant to this Lease.

33. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Qualifications. In the event Lessee shall be a corporation, partnership or limited liability company, the persons executing this Lease on behalf of Lessee hereby covenant and warrant that (i) Lessee is a duly qualified corporation, partnership or limited liability company and all steps have been taken prior to the date of this Lease to qualify Lessee to do business in the State where the Premises is situated, (ii) all franchise, corporate and other business taxes have been paid to date, and (iii) all forms, reports, fees and other documents necessary to comply with applicable laws have been and will be filed when due.

35. Time is of the Essence. Time is of the essence of this Lease and each and every provision hereof.

36. WAIVER OF JURY TRIAL. LESSOR AND LESSEE EACH WAIVE ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LESSOR OR LESSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY

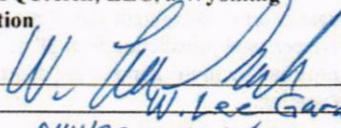
WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

37. **Venue.** The parties agree that the a state court of competent jurisdiction in Ninth Judicial District in Teton County, Wyoming shall have personal jurisdiction over all of them and that the venue of any action filed relating to this Lease shall be in the appropriate court in Ninth Judicial Circuit or District Court in Teton County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

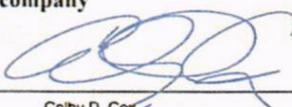
LESSOR:

TOWN SQUARE, LLC, a Wyoming corporation

By: 
Name: W. Lee Gardner
Its: owner - member
Date: 7/27/14

LESSEE:

GET LOOSE, LLC, a Wyoming limited liability company

By: 
Name: Colby D. Cox
Its: Member
Date: 7-26-17

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment") is entered into to be effective as of the last date of its execution by and between Town Square, LLC, a Wyoming limited liability company (referred to as the "Landlord"), and Get Loose, LLC, a Wyoming limited liability company (referred to as the "Tenant"). The Landlord and Tenant desire to enter into this First Amendment to amend that certain Lease dated July 26, 2017 (the "Lease").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

1. Use. Section 2 of the Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant and brewpub, which includes the production of beer and incidental retail sales of liquor, beer, wine and merchandise, and for no other purposes."

2. Except as amended herein, the Lease shall continue in full force and effect. To the extent of any conflict or inconsistency between the terms of the Lease and this First Amendment, this First Amendment shall control. Terms used herein but not defined herein shall have the meanings assigned to such terms as are set forth in the Lease. This First Amendment may be executed in counterparts and facsimile/scanned and e-mailed signatures or electronic signatures shall be acceptable to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Second Amendment to be effective as of the last date of execution below.

LANDLORD:

TOWN SQUARE, LLC,
a Wyoming limited liability company

By: [Signature]
Name: Lee Gardner
Title: owner - member

Date: 1/23/18

TENANT:

Get Loose, LLC,
a Wyoming limited liability company

By: [Signature]
Name: Colby D. Cox
Title: Member

Date: _____



April 26, 2018

Get Loose LLC
PO BOX 1686
Jackson, WY 83001

Letter of Good Standing

To whom it may concern,

It is my understanding that you are intending to apply for a micro-brewing permit with the Town of Jackson and that as part of your permit application, you have been asked to provide a letter of good standing from First Interstate Bank.

1. First Interstate Bank has known and conducted banking business with Get Loose LLC since 2017.
2. No history of overdrafts within established bank accounts maintained with First Interstate Bank.
3. Get Loose LLC's bank account is in good standing as of 04/26/2018.

I am hopeful that the information provided in this letter will be supportive of your needs, but should you have additional needs please contact me at (307) 732-7851. Thank you.

Regards,

A handwritten signature in black ink that reads 'Eric Ryan'.

Eric Ryan
Financial Services Representative II
First Interstate Bank
(307) 732-7851

Sandy Birdyshaw

From: Sara Budge <sara.budge@wyo.gov>
Sent: Monday, May 14, 2018 11:46 AM
To: Sandy Birdyshaw; natalie@jhfinedingin.com
Subject: 20 E. Broadway

Food Permit
Application - in the
Works. Will be a
Condition of approval. spb

Fine Dining Group is currently working with Teton County Environmental Health for the issuance of a Food License for the new establishment to be located at 20 E. Broadway.

--
Sara Budge, REHS
Teton County Environmental Health
307-732-8490

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



PUB & EATERY

APPS

- Fried Pickles with Jalapeño Remoulade
- Carne Asada Tostadas
- Duck Pastrami – Rye Cracker, Sauerkraut
- Assorted House made Sausage Coins with Beer Mustard
- Wedge Salad - Granny Smith Apples, Utah White Cheddar, House Cured bacon, Vinaigrette
- Olives
- Jerky
- Pickled Vegetables
- Rillettes - Pork or Duck ...
- Cauliflower with wing sauce
- Caesar Salad
- Local Greens Salad

MAINS

- Po' Boy
- 1 Chicken Fried Chicken – Buttermilk, Tabasco, Mashed Potatoes, Side of Sage Gravy, Spiced Honey
- 2 Shrimp & Grits – Anson Mills Antebellum Grits, Bovine + Swine Andouille Sausage, Cajun Beurre-Monte
- 3 Blackened Catfish – Carolina Gold Rice, Shrimp, Cherry Tomato, Tabasco Butter
- 4 Trout/Salmon Over Seasonal Veggies
- Veggie Farrotto – Seasonal Veggies TBD
- Mac & Cheese
- Roadhouse Burger
- French Dip
- Buffalo Wings
- Tacos - Steak and Pork
- 5 Schnitzel
- Brat Board
- Steak



DESSERTS

- Key Lime Pie Squares
- Assorted Mini Ice
- Cream Sandwiches



ROADHOUSE

POST OFFICE BOX 6703, JACKSON, WYOMING 83002 ROADHOUSEBREWERY.COM

Plan of Operations **20 E Broadway, Jackson, WY**

The Roadhouse Pub & Eatery will be open for food and drink service every day of the week, Monday – Sunday, all year. We will open at 11:30am and remain open until after dinner, late night close.

The Roadhouse Pub & Eatery has an occupancy of 200. There are 99+ seats at tables inside, along with a 20-seat bar. Outside there are 20 seats at 5 tables that are available to guests for food and drink service in the summer. Guest are greeted and seated by a host unless the guest opts to seat themselves at the bar. There will be food and drink table service to all seats inside and out. All food and drink will be served to customers by servers or bartenders.

Alcohol will be poured from the dispensing room adjacent to the north bar.



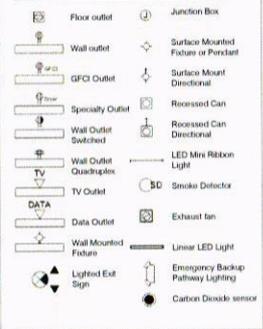
GENERAL ELECTRICAL NOTES:

1. Install all electrical systems in accordance with 2015 International Building Code, 2015 International Energy Conservation Code, and 2014 NEC.
2. The "NECA Standards of Installation" shall be the standard of quality for installation.
3. Verify all aspects of the electrical system prior to commencing work. Do not install any electrical components before verifying dimensions and routing with building conditions.
4. Coordinate all power and control requirements of systems provided by others (HVAC equipment, kitchen equipment, etc.) E.C. shall be responsible for all line voltage connections.
5. Provide minimum working clearances per NEC.
6. E.C. shall be responsible for applying for, obtaining and paying all fees for all required permits and inspections associated with the electrical system.
7. E.C. shall be responsible for all concrete pads, supports, bases, etc. that are required for electrical equipment.
8. Maintain 18" min. clearance between low voltage and circuiting and all low voltage, signal lead, telephone, data, television, satellite, etc. cabling. Intersections between low voltage circuits and low voltage cable shall be at 90 degree angles.
9. Conceal all electrical conduits, raceways and cabling in walls above ceilings, or below floors, if concealed raceways are not possible and surface raceways are required coordinate with Architect prior to commencing work.
10. Provide seismic restraints for required electrical equipment, raceways, lighting fixtures, etc. in accordance with 2012 IBC as follows: seismic design category D, site class D seismic use group.
11. Provide electrical connections to fire and fire/smoke dampers where required. Provide fire rating (fire caulk, putty tape, etc.) on all penetrations and through fire rated separations with UL listed fire rating material.
12. Refer to interior and exterior elevations for all wall mounted fixture heights. Coordinate with architect.
13. Install receptacles in accordance with part III of the NEC Article 210 as well as all state and local codes.
14. G.C. to coordinate security system wiring and locations with owner.
15. Security system design and specifications by Owner.
16. Where required G.C. to coordinate access panels and slots with subcontractors.
17. All smoke detectors to be listed and installed in accordance with NFPA 72. Smoke detectors to be wired together and receive primary power from the buildings wiring. Smoke alarms shall be installed in the following locations per IBC 2015 Section R315.
18. All egress lighting and exit signage to be provided with hardwired power connection and 90 minute minimum battery backup. Features shall be installed per manufacturer's written installation instructions.
19. All exterior luminaires to be Dark Sky compliant.
20. See mechanical for ceiling access locations. Coordinate in field with ceiling plan.
21. Carbon dioxide sensor with audible alarm at locations shown, see mechanical drawings for specifications.

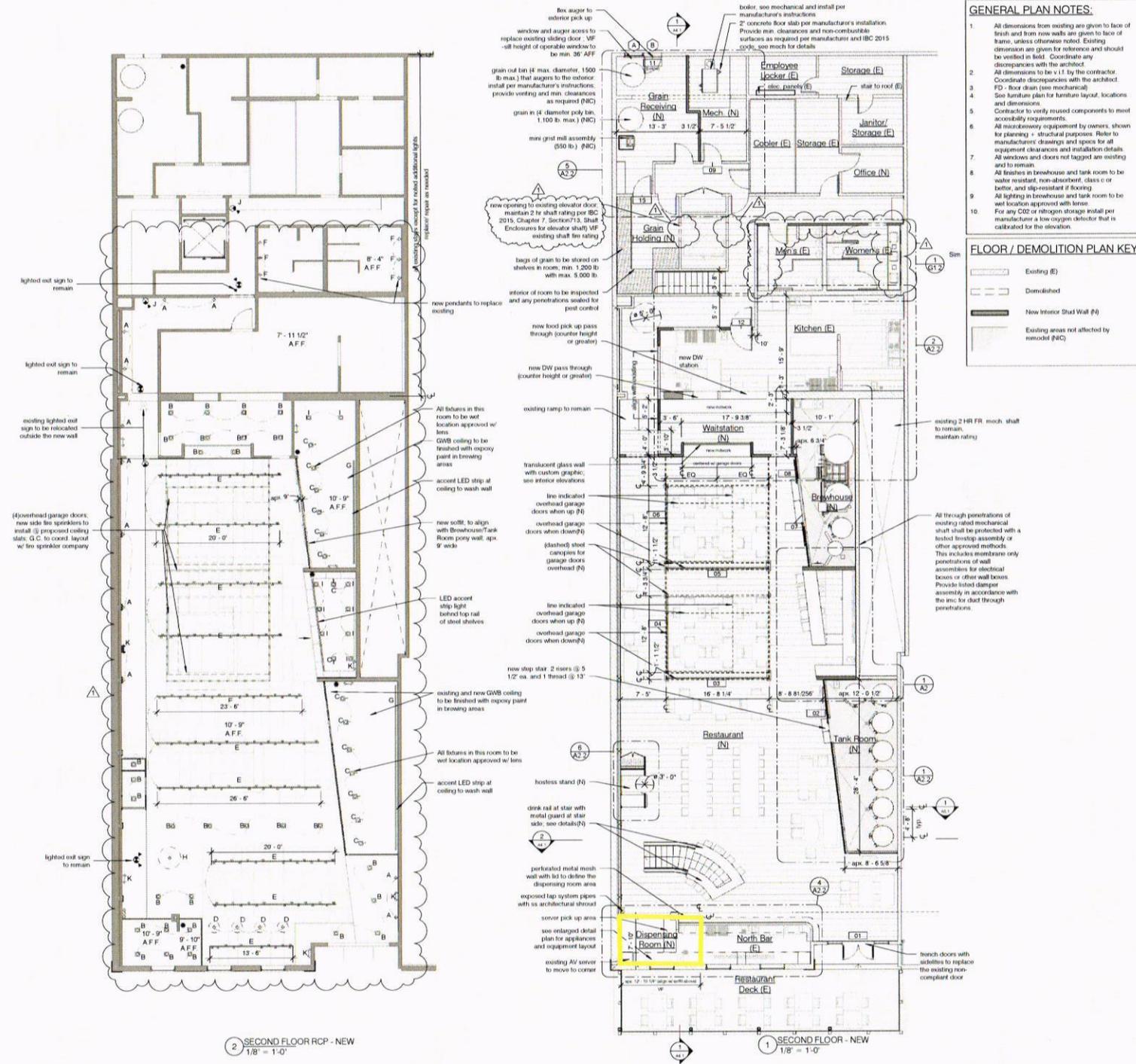
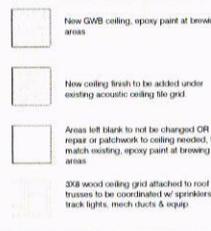
GENERAL FIRE NOTES:

1. Building to have complete alarm system per NFPA 72. Add horns/strobes in any new areas or relocate in any areas that existing are moved so as to comply.
2. Building has an automatic fire sprinkler system in accordance with appropriate NFPA standard for occupancy type (IFC 903.2.7). Verify that any existing sprinkler heads that are moved still ensure that all areas are meeting the minimum required sprinkler coverage. Add new, additional sprinkler heads where needed.
3. All egress finishes shall meet fire code requirements (IFC Chapter 10).
4. All egress doors shall meet fire code requirements (IFC Chapter 10).
5. Emergency egress signs shall be signed and illuminated where required (IFC Chapter 10). All existing egress signs and illumination to remain. New signage and illumination to be added at new fourth egress doors.
6. New horns/strobes for the automatic fire extinguishing system (type I hood with ansul) shall be installed in all new spaces where required.
7. Any uncessored electrical violations during remodel will be required to be resolved.
8. Minimum 2A IBC fire extinguisher in all new areas with no more than 75 ft. travel distance and mounted in plain sight min. 4" off floor and max. 5'-0" to handle.
9. All smoke detectors to be listed and installed in accordance with NFPA 72. Smoke detectors to be wired together and receive primary power from the buildings wiring. Smoke alarms shall be installed in the required locations per IBC 2015 Section R315.
10. All new construction to comply with the adopted edition of the International Fire Code and 2014 NEC.

ELECTRICAL SYMBOL LEGEND:



NEW CEILING FINISHES KEY:



- GENERAL PLAN NOTES:**
1. All dimensions from existing are given to face of finish and from new walls are given to face of frame, unless otherwise noted. Existing dimension are given for reference and should be verified in field. Coordinate any discrepancies with the architect.
 2. All dimensions to be v.l. by the contractor. Coordinate discrepancies with the architect.
 3. F.D. - floor drain (see mechanical).
 4. See furniture plan for furniture layout, locations and dimensions.
 5. Contractor to verify installed components to meet accessibility requirements.
 6. All unnecessary equipment by owners, shown for planning - structural purposes. Refer to manufacturer's drawings and specs for all equipment clearances and installation details.
 7. All windows and doors not tagged are existing and to remain.
 8. All finishes in brewhouse and tank room to be water resistant, non-absorbent, class C or better, and slip-resistant if flooring.
 9. All lighting in brewhouse and tank room to be wet location approved with lens. For any CO2 or nitrogen storage install per manufacturer a low oxygen detector that is calibrated for the elevation.
- FLOOR / DEMOLITION PLAN KEY:**
- Existing (E)
 - Demolished
 - New Interior Stud Wall (N)
 - Existing areas not affected by remodel (N/C)

2 SECOND FLOOR RCP - NEW
1/8" = 1'-0"

1 SECOND FLOOR - NEW
1/8" = 1'-0"

Revision 1

Date: 04/11/2018
Date: 04/11/2018

Drawing Title: MECH FLOOR PLAN AND RCP

Mechanical: 143 East Broadway, Suite 251 PCB 684
Jackson, WY 83001
307-699-1110

Structural: 429 South Carter PCB 1599
Jackson, WY 83001
307-792-2987

Project: 30 EAST BROADWAY, WY 83001
30 EAST BROADWAY, WY 83001

BY: [Signature]
DATE: 04/11/2018

CYDE
CLARK VENTURA ARCHITECTS

A2.1

Mech. (N)	
144 SF	
mechanical	300
No. of Occupants	1
No. of Exits	1

Employee Locker (E)	
71 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Storage (E)	
109 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Storage (E)	
88 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Grain Receiving (N)	
241 SF	
storage	200
No. of Occupants	2
No. of Exits	1

Grain Holding (N)	
143 SF	
storage	300
No. of Occupants	1
No. of Exits	1

exit stair req'd. width = $106 \times .3 = 32"$
44" min. overrides
44" existing = ok

exit corridor/ ramp req'd. width = $106 \times .2 = 21.2"$
44" min. overrides
59" existing = ok

Kitchen (E)	
530 SF	
kitchen	200
No. of Occupants	3
No. of Exits	1

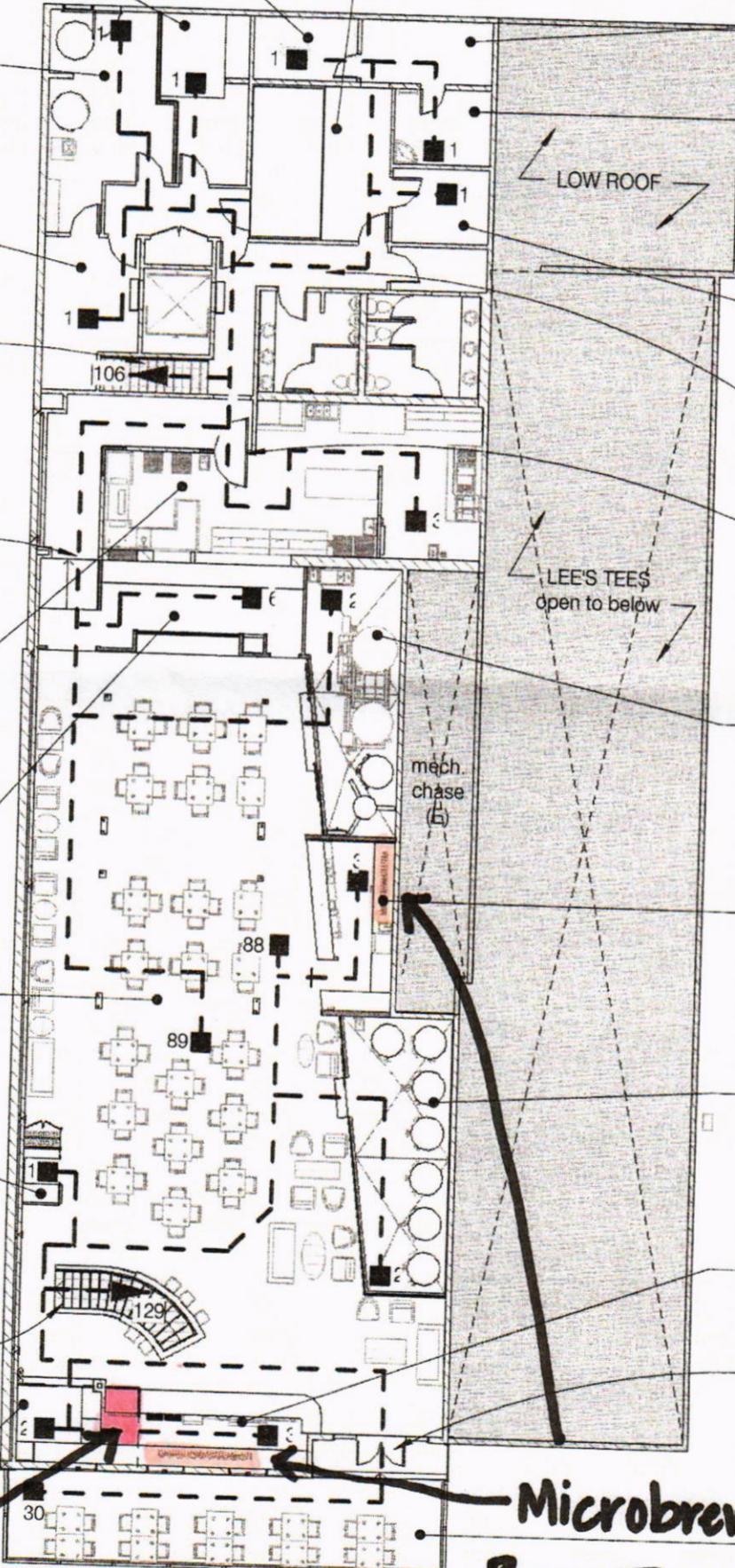
Waitstation (N)	
169 SF	
server area*	0
No. of Occupants	6
No. of Exits	1

Restaurant (N)	
2633 SF	
assembly- unconc.	15
No. of Occupants	176
No. of Exits	2

Host Stand	
24 SF	
server area*	0
No. of Occupants	1
No. of Exits	1

exit stair req'd. width = $129 \times .3 = 38.7"$
44" min. overrides
47" existing = ok

Dispensing Room (N)	
88 SF	
server area*	0
No. of Occupants	2
No. of Exits	1



Janitor/ Storage (E)	
77 SF	
storage	300
No. of Occupants	1
No. of Exits	1

Office (N)	
76 SF	
business	100
No. of Occupants	1
No. of Exits	1

exit corridor req'd. width = $106 \times .3 = 32"$
44" min. overrides
54.5" existing = ok

exit door req'd. width = $3 \times .3 = .9"$
32" min. overrides
42" proposed = ok

Brewhouse (N)	
247 SF	
industrial	200
No. of Occupants	2
No. of Exits	1

Service Counter (N)	
134 SF	
server area*	0
No. of Occupants	3
No. of Exits	1

Tank Room (N)	
281 SF	
industrial	200
No. of Occupants	2
No. of Exits	1

North Bar (E)	
115 SF	
server area*	0
No. of Occupants	3
No. of Exits	1

exit door req'd. width = $30 \times .2 = 6"$
32" min. overrides
60" proposed = ok

Restaurant Deck (E)	
assembly- unconc.	15
No. of Occupants	30
No. of Exits	1

quor Dispensing Room

Microbrewery Beer Taps

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
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant 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 and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant 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 reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant 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: Colby DRAPER COV
First Name Full Middle Name Last Name

[Redacted] [Redacted] [Redacted] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

5-7-18 [Signature]
Date Signed Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 7 day of May, 2018.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

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

To be completed by Town Clerk		
License Fees	Annual Fee: \$ <u>500.00</u>	Local License # _____
# mths <u>10</u>	Prorated Fee: \$ <u>417.00</u>	Date filed with clerk: <u>4/30/2018</u> <i>Complete 5-2-18</i>
	Transfer Fee: \$ _____	Advertising Dates: (2 Weeks) <u>5/9</u> & <u>5/16</u>
	Publishing Fee: \$ <u>100.00</u>	Hearing Date: <u>5 / 21 / 2018</u>
License Term:	<u>6</u> / <u>1</u> / <u>2018</u> through <u>3</u> / <u>31</u> / <u>2019</u>	
	<small>Month Day Year</small>	<small>Month Day Year</small>

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: Get Loose, LLC

Trade/Business Name (dba): Roadhouse Brewing Co. Pub & Eatery

Building to be licensed/Building Address: 20 East Broadway

Number & Street

Jackson WY 83001 Teton

City State Zip County

Mailing Address: 1225 Gregory Lane, Jackson, WY 83001 P.O. Box 1684 Jackson, WY 83001 *48 5-2-18*

Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 264-1900 Fax Number: (_____) _____

E-Mail Address: jody@roadhousebrewery.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Lot 1, W 1/2 Lot 2, Blk. 1, Cache - 1, Zoned TS

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

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

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

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

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

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

- BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)
 - OWN** the licensed building? YES (own)
 - 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:

 - Lease expiration date June 1, 2028, located on page 1 paragraph 5 of lease.
 - Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 of lease. **(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)** See: 1st Amendment to Lease

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: Restaurant License

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Gavin Fine				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Colby Cox				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

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

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(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?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Have you filed a true copy of your bylaws with this application?
(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)

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Teton) SS.

Signed and sworn to before me on this 26 day of April, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) [Signature] [Printed Name: Gavin Fave] [Title: owner]
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]
Signature of Notary Public
My commission expires: 3-8-2020



(SEAL)

Get Loose, LLC
20 E Broadway

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
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant 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 and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

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Applicant 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: Gavin DAVID FINN
First Name Full Middle Name Last Name

[Redacted] [Redacted] WY [Redacted] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

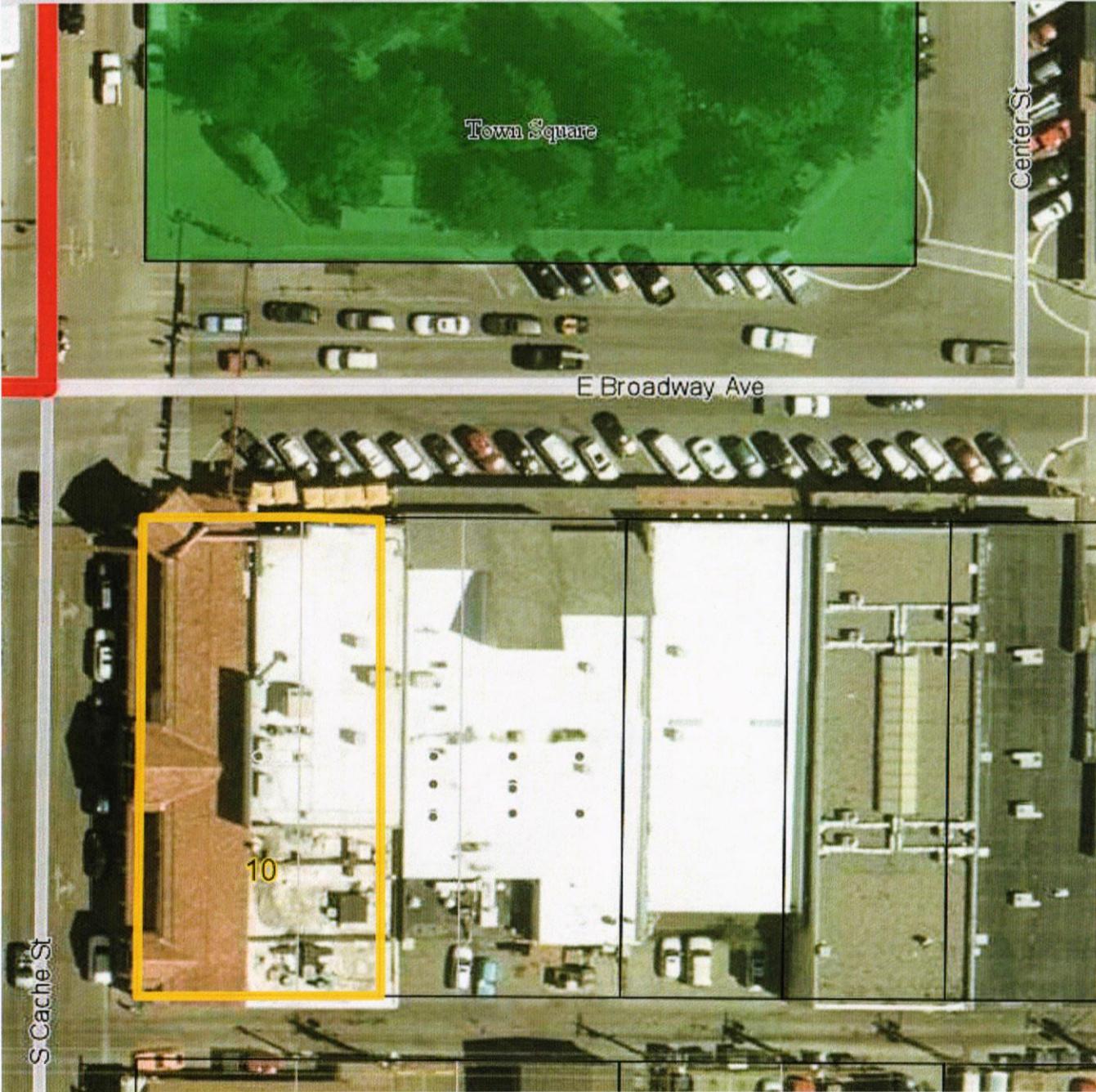
4-26-18 [Signature]
Date Signed Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 26 day of April 2018.

(SEAL) [Signature]
Notary Public or officer authorized to administer oaths





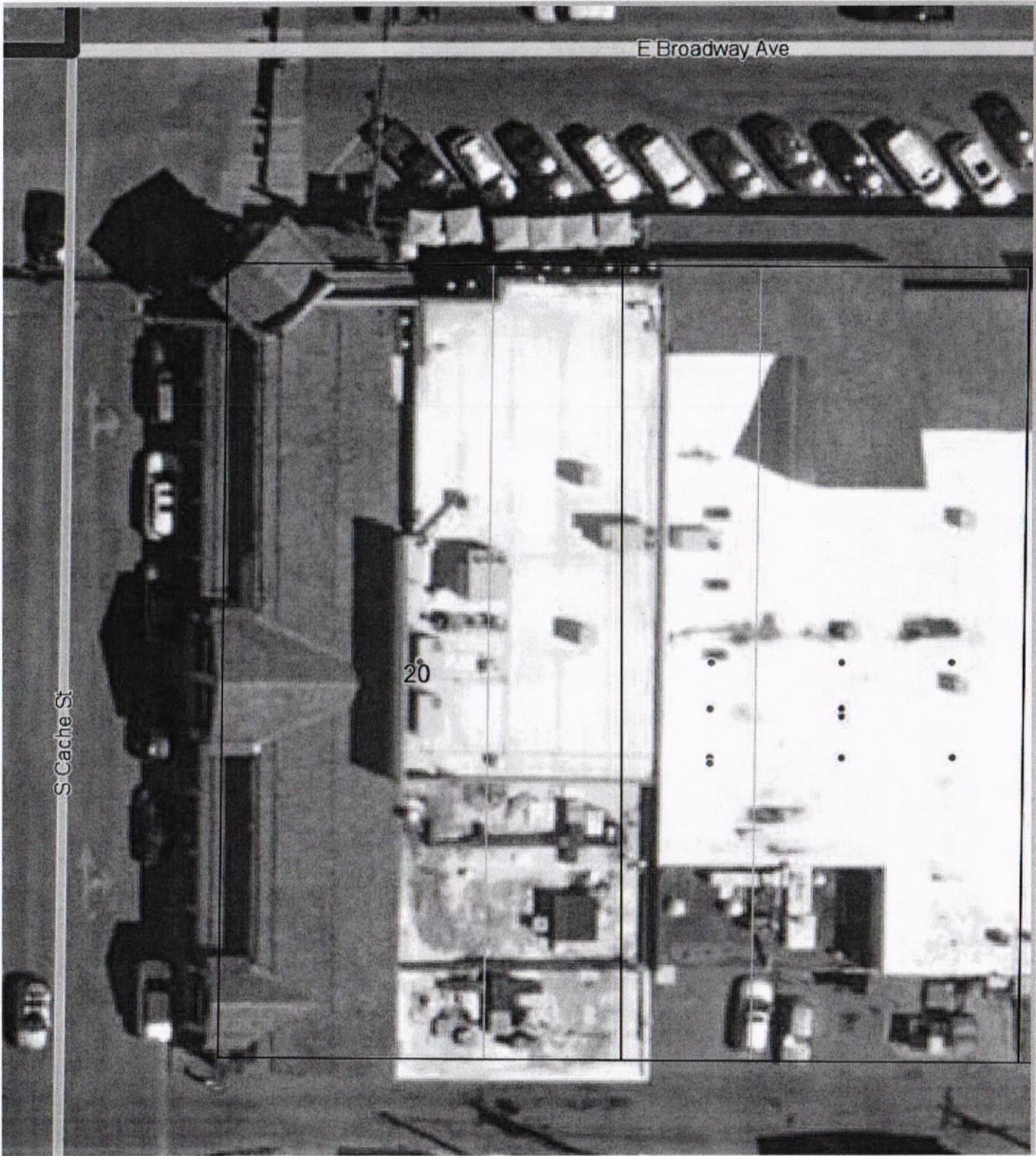
Layers Info

Copy to Clipboard Different map view ▼

1 Parcel(s) Zoom to parcel(s)

- Parcel: 22-41-16-34-2-05-005
[Clerk's Land Records](#)
- [Account Num: R0006520 Property Detail](#)
- [Tax ID: 0J-001608 Property Taxes](#)
- [Map Number: 00102 Scanned Map](#)
- Lot: 1
- Owner:** TOWN SQUARE, LLC C/O WILLIAM LEE GARDNER
- MailAddr: PO BOX 159
- MailAddr: TETON VILLAGE, WY 83025
- StAddr:** 10 E BROADWAY AVENUE →
- Deed: 0838123
- Location: LOT 1, W 1/2 LOT 2, BLK. 1, CACHE-1
- TaxClass: Commercial
- Acreage: 0.26

N: 43.47930°, W: 110.76209°
 NAD83 UTM Zone 12 X: 519240, Y: 4814070



Layers Info

Copy to Clipboard Different map view ▾

1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-34-2-05-005.01
- Tax ID: OJ-ADDRES
- StAddr: 20 E BROADWAY AVENUE



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: May 31, 2018
MEETING DATE: June 4, 2018

SUBMITTING DEPARTMENT: TC Engineering – Pathways
DEPARTMENT DIRECTOR: Sean O’Malley
PRESENTER: Brian Schilling – Pathways Coordinator

SUBJECT: Memorandum of Understanding for Blair Drive Kids Bike Loop with Mountain Bike the Tetons

STATEMENT/PURPOSE

Consider approval of the Memorandum of Understanding with Mountain Bike the Tetons for the construction and maintenance of the Blair Drive Kids Bike Loop.

BACKGROUND/ALTERNATIVES

The Town Council approved the concept plan for the Blair Drive Kids Bike Loop in April 2018. The concept is for a beginner-level dirt trail (designed with kids aged 3-12 in mind) along an existing pathway to provide safe, convenient access for younger riders to learn the basic skills of off-road riding in a centrally located area near housing and existing neighborhoods. (See the April 16, 2018 Town Council Workshop staff report for further description).

Mountain Bike the Tetons (MBT), a non-profit based in Driggs, ID that advocates for the funding, construction, and use of natural surface (dirt) trails for mountain biking in the greater Jackson Hole region, has committed to lead the construction and long-term maintenance of the bike loop. Friends of Pathways, the Jackson-based non-profit, is also contributing grant writing, staff time, trail building, and other resources to the effort.

It is proposed that the Town of Jackson and MBT enter into a memorandum of understanding that establishes the general operating framework for MBT to manage the construction, stewardship, and maintenance of the natural surface trail along Blair Drive, defining the roles and responsibilities of MBT and the Town of Jackson, including that:

- MBT will design and construct the facility and will provide MBT employees and volunteers to perform these tasks.
- The Town of Jackson will legally own the facility (as it would any other pathway or park facility on Town land).
- The Town of Jackson will provide MBT with information and assistance as necessary in order to construct and maintain the facility.
- MBT will work with Town/County staff, typically the Pathways Coordinator and the Parks and Recreation Superintendent, to manage ongoing maintenance and stewardship of the facility.
- MBT’s construction and maintenance activities shall be consistent with the general scope as approved by the Town Council—the finished product will be in line with what was discussed by the Council during the approval process (i.e. “no surprises”).
- In the event that the bike loop needs to be removed at some point in the future, MBT will be responsible for returning the property to its original state.

The project team has completed the design of the skills loop, flagged and mapped the proposed trail alignment, developed a construction plan and budget (see attachments), solicited feedback from the Town Public Works department on the construction plan, and submitted a pre-application request for a grading permit. Staff expects

that there will be some field adjustments to the flagged trail alignment, but that it will generally follow the route shown in the attached project area plan view.

Additional steps and timeline (proposed):

- Approve the Memorandum of Understanding between the Town and Mountain Bike the Tetons for capital construction and long-term capital maintenance.
- Review construction plan, project costs, and funding.
- Obtain a Grading and Erosion Control Permit from the Town of Jackson
- Complete final design (June) – proceeding concurrently with GEC review and approval.
- Secure final funding (June)
- Begin construction as permitted by trail crew availability and TOJ permitting (est. June/July)

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

The bike loop will provide recreational benefits for kids and families similar to other Town of Jackson/Teton County parks (Quality Community Service). The bike loop will be located in a central area with convenient access to existing neighborhoods (Town as Heart) which will help kids and families access recreation via non-polluting modes (Transportation and Climate Sustainability). It also partners with local non-governmental agencies to provide added benefit to residents with minimal cost to the public.

ATTACHMENTS

1. Memorandum of Understanding (7 pages)
2. Construction Plan (1 page)
3. Project Budget (1 page)
4. Project Area Map (1 page)
5. Skills Loop Layout (1 page)

FISCAL IMPACT

There is expected to be no direct fiscal impact to the Town for the project other than staff time. (See the attached budget for project cost details). Projected expenses include design, equipment rental and fuel, imported dirt and gravel, machine time and labor, landscaping/reseeding, miscellaneous small construction items, disposal/dump fees, and contingency for pathway repair if needed. Mountain Bike the Tetons has pledged to cover trail design, machine time, and labor costs. Friends of Pathways is planning to organize volunteer days and utilize their youth trail crew to assist with construction. FOP has already secured a \$3500 Rec District grant and has two additional grant applications awaiting review. MBT has successfully located a source for donated materials which will reduce project costs. Staff and the project team expect that the full cost of the project will be covered through independent fundraising.

STAFF IMPACT

Mountain Bike the Tetons and Friends of Pathways are handling planning/design, construction, fundraising, and the majority of the capital maintenance of the trail. This will minimize impact to staff but there would still likely be some staff time required during each phase (to coordinate with MBT and FOP on logistics, monitor and inspect the construction process, handle public outreach, etc.).

It is also expected that some maintenance responsibility could fall to the Town and/or Parks and Recreation department. Current maintenance of the parcel by Parks and Rec includes seasonal mowing and trash collection. Mowing in the area could be slightly more labor-intensive with the installation of small berms and the gravel trail. Mowing is currently limited to a couple times each year, so this is not expected to have a major impact to staff.

While not part of the initial plan, if a trash can were to be installed, Parks and Rec might be asked to add this to their routine patrols near the school campus pathways and fields. The location of the project means that the Parks and Rec would not have to go out of their way, but it might add a stop to their regular route.

Legal staff time has been required to review the agreement with MBT.

Pathways staff expects moderate impacts during planning and construction, and minor ongoing impacts associated with maintenance coordination and stewardship.

LEGAL REVIEW

The MOU has been reviewed and approved by the Town Attorney's office.

RECOMMENDATION

Staff recommends approval of the Memorandum of Understanding, and directing staff to continue the project implementation.

SUGGESTED MOTION

I move to approve the Memorandum of Understanding with Mountain Bike the Tetons for the construction, stewardship, and maintenance of the Blair Drive Kids Bike Loop Project and direct staff to proceed with project implementation as presented.

**MEMORANDUM OF UNDERSTANDING
FOR CONSTRUCTION, STEWARDSHIP, AND MAINTENANCE OF
THE BLAIR DRIVE BIKE LOOP**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into this _____ day of _____, 2018 between the Town of Jackson (hereinafter “TOJ”), a Wyoming Municipal Corporation with its principal address as P.O. Box 1687 Jackson, Wyoming 83001, and Mountain Bike the Tetons (hereinafter “MBT”), an Idaho non-profit corporation with its principal address as P.O. Box 433 Driggs, ID 83422, for the purpose of establishing the general framework under which MBT will work in partnership with the Town of Jackson/Teton County Jackson Hole Community Pathways Program (hereinafter “JHCP”) and the Teton County/Jackson Parks and Recreation Department to provide construction, stewardship, and maintenance of a natural surface bike trail along Blair Drive in the Town of Jackson.

WHEREAS, MBT is a private, non-profit 501(c)(3) organization incorporated in the State of Idaho that advocates the funding, construction, and use of natural surface (dirt) trails for mountain biking in Teton Valley, Idaho, Teton County, Wyoming and Jackson Hole, Wyoming. MBT strives to enhance recreational and economic opportunities for the Teton region through development of mountain biking resources.

WHEREAS, JHCP is a department jointly funded by the Town of Jackson and Teton County, Wyoming responsible for the construction and management of the Town of Jackson/Teton County Pathways System (hereinafter “TOJ/TC Pathways System”). General, routine, and operational maintenance of the TOJ/TC Pathways System is handled by the Teton County/Jackson Parks and Recreation Department, and major maintenance is handled by JHCP pursuant to the First Amendment to Memorandum of Understanding regarding the Pathways Program (January 2004).

WHEREAS, MBT and TOJ mutually desire that MBT construct, steward, and maintain a natural surface (dirt) bike trail along Blair Drive, hereinafter referred to as the “Blair Drive Bike Loop.” MBT will provide funding, staff, volunteers, and/or in-kind services to properly construct and maintain the Blair Drive Bike Loop in a safe condition for kids’ mountain biking.

WHEREAS, MBT and TOJ agree to work together in good faith to expedite any decisions, documents, or other items required to accomplish the goals of this MOU and to resolve any differences raised by either party at the level of the Key Officials listed in this MOU prior to elevating the matters within either organization.

WHEREAS the Town will maintain ownership of any and all land involved in the Blair Drive Bike Loop and maintain ownership over any and all improvements that make up the Blair Drive Bike Loop, notwithstanding that the improvements will consist only of dirt, natural materials, signage, and other small amenities for the purpose of safe usage of the Blair Drive Bike Loop.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I – RESPONSIBILITIES AND UNDERSTANDINGS

A. TOJ hereby agrees to:

1. Provide MBT with all necessary information concerning construction, stewardship, and maintenance policies and procedures for TOJ public parks and the Blair Drive Bike Loop to which MBT must adhere.
2. Provide MBT with a donor recognition plan outlining how and where donors may be recognized along the Blair Drive Bike Loop.
3. Enter into third-party agreements as deemed necessary by TOJ and fulfill its obligations under such agreements necessary for the projects provided for in this MOU.
4. Provide MBT with assistance as necessary and mutually agreed upon to conduct activities directly related to the purposes of this MOU.

B. MBT hereby agrees to:

1. Be fully qualified under state and federal law to engage in fundraising and to receive philanthropic contributions for the purposes identified herein.
2. Conduct general fundraising activities in support of the Blair Drive Bike Loop construction, stewardship and maintenance as outlined in this MOU.
3. Design and manage the initial construction of the Blair Drive Bike Loop and provide MBT employee(s) and/or volunteers to perform these tasks.
4. Manage the Blair Drive Bike Loop Stewardship and Maintenance Program and provide MBT employee(s) and/or volunteer(s) to serve and be known as “Trail Maintenance Director” (there shall be one (1) such Director) and “Trail Ambassadors.” The Trail Maintenance Director will direct and manage the Trail Ambassadors. Trail Ambassadors will provide routine maintenance, education, information and basic assistance to visitors using the Blair Drive Bike Loop. Trail Ambassadors may perform such duties as providing general information about the Blair Drive Bike Loop, user etiquette and safety, general and interpretive information, and document and assist with minor maintenance such as trail maintenance with hand tools, litter pickup, brush and debris removal, etc.
5. Use all funds, goods, and services raised pursuant to this MOU consistent with the activities authorized or contemplated under this Agreement.

6. Assume any and all liability in the event of negligence by its employees or volunteers engaged in activities associated with the purpose of this MOU.
7. Provide appropriate supervision for employees and volunteers and ensure accountability for their performance of the activities agreed to under this MOU.
8. Establish job descriptions consistent with paragraph 4 of this Article and prioritized work plans, including authorized tasks and equipment, for the Trail Maintenance Director and Trail Ambassador positions.
9. Establish codes of conduct for all employees and volunteers participating in construction, stewardship, or maintenance of the Blair Drive Bike Loop, and provide any necessary disciplinary action for these employees and volunteers.

C. Employees and Volunteers

1. Any employees hired by MBT shall solely be employees of MBT and shall have no employment relationship with TOJ. All discipline and hiring/firing decisions shall be the exclusive decisions of MBT.
2. Any volunteers of MBT shall solely be volunteers of MBT and shall have no employment or volunteer relationship with TOJ.

D. Scope of Work

1. All construction, stewardship, or maintenance of the Blair Drive Bike Loop carried out by MBT shall be consistent with the Jackson Town Council approval of the creation and upkeep of the Blair Drive Bike Loop issued on _____.
2. MBT's employees and volunteers may submit suggestions for both education about and maintenance of the Blair Drive Bike Loop to the Key Officials. TOJ Key Officials shall make the final decision as to whether the work shall be done and in what manner.
3. MBT's employees and volunteers shall not operate motorized equipment on the Town pathways, except:
 - a. During initial construction in the summer of 2018;
 - b. If ever and when the need arises, during restoration work to return the Town property to its pre-existing state; **and**
 - c. If ever and when the need arises for maintenance or safety purposes during operational years of the Blair Drive Bike Loop.
4. Employees and volunteers of MBT may operate MBT-owned minor maintenance equipment, such motorized wheelbarrows, vegetation trimming equipment, or other similar landscaping tools on the Town pathways with the permission of the TOJ Key Officials. Non-motorized equipment may be borrowed from the Parks and Recreation Department and JHCP with the permission of TOJ Key Officials.

ARTICLE II– TERM OF AGREEMENT

Unless terminated earlier pursuant to Article III of this MOU or extended by mutual agreement of the Parties in writing, this MOU shall be effective on the date set forth on Page 1 and will remain in effect until three (3) years from said date.

ARTICLE III – TERMINATION AND EXPIRATION

A. Termination

Either Party may terminate this MOU for any reason and at any time upon written notice. Neither party shall be liable to the other for any damages, costs, or claims in the event of termination. MBT shall provide a letter of credit or bond to cover the cost of returning the property to its original state in the event that the bike loop needs to be removed.

B. Disposition of Assets in the Event of Termination or Expiration of the Agreement

1. Upon termination or expiration of this MOU, or cessation of MBT’s operations for any reason(s), all funds and TOJ-owned equipment held by MBT, shall be transferred to the TOJ or to a third-party deemed acceptable by the TOJ for use consistent with the purposes of this MOU. Nothing herein shall prevent MBT from satisfying allowable outstanding obligations reasonably incurred in association with this MOU prior to its termination or expiration.
2. Nothing herein is intended to conflict with applicable state law governing non-profit dissolution and asset disposition.

ARTICLE IV – KEY OFFICIALS

Key Officials are essential to ensure effective coordination and communication between the Parties and the work being performed under this MOU. They are:

1. For the Town of Jackson:

Jackson Hole Community Pathways Coordinator, AND

Teton County/Jackson Parks and Recreation Superintendent

2. For Mountain Bike the Tetons:

Executive Director

ARTICLE V – LIABILITY AND INSURANCE

A. Liability and Insurance Coverage

Prior to undertaking any authorized activities on TOJ property, MBT shall procure workers compensation insurance from the State of Wyoming, and comprehensive general liability

insurance and other appropriate insurance coverage from a responsible company or companies in coverage amounts and upon terms acceptable to the TOJ, and shall provide proof of liability and insurance coverage to the TOJ. The MBT shall be solely responsible for the actions, negligence, bad acts, safety and injuries to their employees and to their volunteers. TOJ owes no duty nor are they in any way responsible for the employees and volunteers of MBT.

B. Payment of Damages

MBT will pay TOJ the full value of any damages to the lands, pathways, equipment and/or other property of TOJ directly caused by it, its employees, agents, representatives or contractors.

ARTICLE VI – FINANCIAL MANAGEMENT

- A.** MBT will maintain accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles.
- B.** MBT will permit TOJ or its designee to verify and audit any financial records from the books, correspondence, memoranda and/or other records of MBT specifically related to this MOU during the period of this MOU and for such time thereafter as may be necessary to verify that the funds obligated under this MOU have been appropriately expended.
- C.** MBT will ensure that if any funds raised under this MOU are commingled with other funds held or managed by MBT, an accounting system will be utilized which independently tracks and distinguishes funds raised under this MOU from such other funds.
- D.** Upon MBT request, TOJ will provide MBT a report setting forth the use of funds and in-kind donations obtained, used and/or available to TOJ as a result of this MOU.

ARTICLE VII – MISCELLANEOUS CLAUSES

- A.** Non-Discrimination: All activities pursuant to or in association with this MOU shall be conducted in compliance with the requirements of all local, federal and Wyoming state laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, sex or any other protected category.
- B.** Compliance with Applicable Laws: This MOU and performance hereunder is subject to Wyoming laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed to in any way impair the general powers of the TOJ for supervision, regulation, and control of its property under such applicable laws, regulations and management policies.
- C.** Extension, Renewal, Modification: This MOU may only be extended, renewed or amended by written, mutual consent of the Parties.

- D. Waiver:** Failure to enforce any clause of this MOU by either Party shall not constitute waiver of that clause. Waivers must be expressed and evidenced in writing.
- E. Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- F. Non-Exclusive Agreement:** This MOU in no way restricts either TOJ or MBT from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations or individuals.
- G. Partial Invalidity:** If any provision of this MOU or the application thereof to either Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOU or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.
- H. Force Majeure:** Neither Party shall be liable for failure to perform its obligations under this MOU due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law or regulations.
- I. Sovereign Immunity:** TOJ does not waive its sovereign immunity by entering this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this MOU.
- J. No Agency:** The Parties understand and agree that each is an independent entity engaged in the operation of its own respective business, that neither Party shall be considered the agent, master or servant of the other Party for any reason or purpose, and that neither has any general authority to enter into any contract, assume obligations or make any warranties or representations on behalf of the other.
- K. Assignment:** MBT shall not assign its rights under the terms of this MOU without the express written approval of TOJ.
- L. Third Party Beneficiary:** The Parties do not intend to create in any other individual or entity the status of third-party contract beneficiary, and this MOU shall not be construed to create such status.
- M. Entirety of Agreement:** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOU conflicts with Wyoming state statute, state statute shall govern.
- N. Jurisdiction and Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU, and over the Parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.

- O. Indemnification.** Each Party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither Party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.
- P. Notices.** All notices arising out of, or from, the provisions of this MOU shall be in writing and given to the Parties at the address provided under this MOU, either by regular mail or delivery in person.

TOWN OF JACKSON
Larry Pardee, Town Manager
P.O. Box 1687
Jackson, WY 83001

MOUNTAIN BIKE THE TETONS
Tony Ferlisi, Executive Director
P.O. Box 433
Driggs, ID 83422

ARTICLE VIII – SIGNATURES

IN WITNESS HEREOF, the Parties have executed this MOU on the date set forth on Page 1.

TOWN OF JACKSON

MOUNTAIN BIKE THE TETONS

Pete Muldoon, Mayor

Tony Ferlisi, President

Attest:

Sandy P. Birdyshaw, Town Clerk

, Secretary

Blair Drive Kids Bike Loop - Construction Plan

Task	Total Work Hours	Notes
Cordon off construction zone with tape and stakes	4	
Excavate grass and roots from the single track path and pump track location using a mini-excavator and skid steer	30	Remove the top 2-3" material to expose bare soil underneath. See construction notes for equipment usage details.
Remove all debris from the area. This will be a combination of hand labor and machine work.	20	Excavated materials will be stockpiled on site and hauled to transfer station or other location for disposal.
Prep trail bed for soil	12	Compact loose soil, remove remaining organics
Obtain soil for trail bed	0	Approximately 6 truck loads of gravel will be delivered to site. See construction notes for material stockpiling.
Use skid steer to distribute soils to length of the trail bed and spread soil evenly by hand	48	See construction note for equipment usage details
Pack trail with plate compactor and complete any detail finish work	20	
Obtain soil for pump track	0	Approximately 6 truck loads of gravel will be delivered to site. See construction notes for material stockpiling.
Lay out pump track	8	
Track build time with machine	8	
Track shaping and packing w/ plate compactor	72	
Reseeding of non riding surfaces, general site clean up and finishing	8	Includes scheduling pathway repair if necessary
TOTAL	230	

Construction notes:

Equipment Operation - Steps will be taken to minimize impact to the existing pathway. Equipment will need to cross the path in at least one location. The mini-ex will cross the pathway but will not run lengthwise along the pathway. The skid steer may use the pathway to shuttle loads of gravel/soil, but care will be taken to minimize turning movements on the asphalt. Plywood and/or gravel will be placed on the pathway edges to minimize the chance of edge damage.

Material Stockpiling - material will be stockpiled at 1-3 locations between Blair Dr. and the existing pathway. Stockpiles will be at least 5' away from the edge of the road. The road will be swept each day.

Blair Drive Kids Bike Loop - Budget
5/31/2018

Item	Costs	Notes
Force Account	\$ 1,500	
Labor - approx 250 man hours @ \$17/hr	\$ 4,250	In-kind from MBT and FOP
Machine Rental (skid steer and mini-ex, 4 days)	\$ 1,600	
Fuel	\$ 400	
Design (Ron/MBTT)	\$ 800	In-kind from MBT
Misc Construction Items (stakes, path armor, flagging, etc.)	\$ 500	
Skills Loop soil cost (61 cu. yds.)	\$ 2,500	donated materials coordinated by MBT
Skills Loop soil delivery cost	\$ 1,050	
Single Track soil cost (57 cu. yds.)	\$ 2,300	donated materials coordinated by MBT
Single Track soil delivery cost	\$ 1,000	
Signage	\$ 1,200	
Reclamation and watering	\$ 1,000	
Pathway repair contingency	\$ 3,500	
Disposal/Dump Fees	\$ 400	
Total Expenses	\$ 22,000	
Total "Hard" Costs (excludes donated or in-kind expenses)	\$ 12,150	

Revenue	
Rec District Grant from FOP (approved)	\$ 3,500
MBT Donated In-Kind Services	\$ 5,050
Donated materials	\$ 4,800
Additional grants (pending approval) and fundraising from FOP/MBT	\$ 10,000
Total Revenue	\$ 23,350



Blair Drive Kids Bike Loop Project Exhibit
Aerial Overview
 May 25, 2018

-  Town of Jackson parcel
-  Existing Pathway
-  Proposed Trail
-  Skills Area

Blair Place Apartments

PIDN 22-40-16-06-2-42-002

Blair Drive

PIDN 22-40-16-06-2-42-001

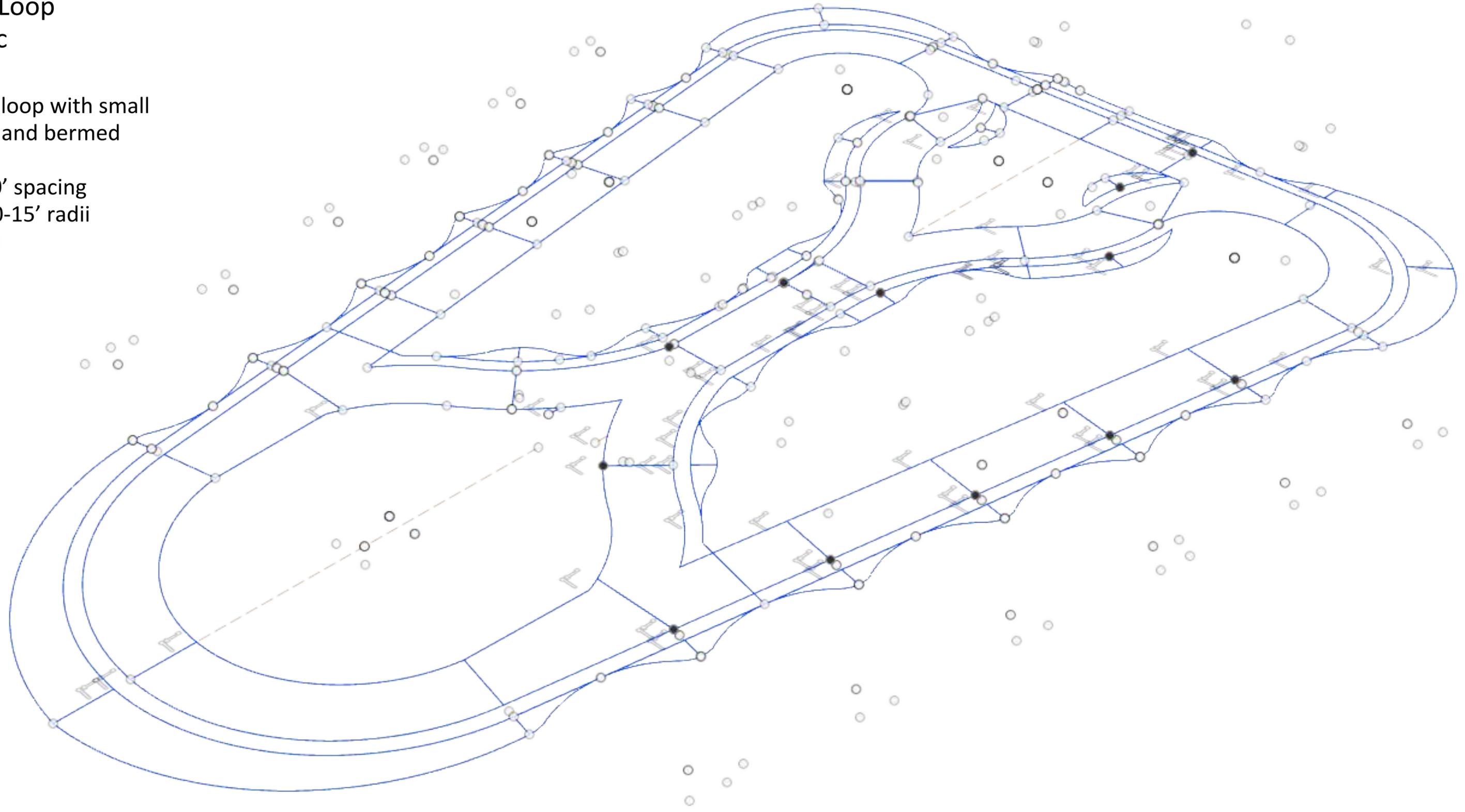
Community Garden

Middle School Rd.

Cottonwood Subdivision

Blair Drive Kids Bike Loop Skills Loop Schematic

- Skills area – a separate loop with small features including rollers and bermed corners
- Rollers 18" height at 10' spacing
- Berms 3.5' high with 10-15' radii
- Slightly wider (3') tread





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEMS P18-047, 048 & 049:** REQUEST FOR APPROVAL OF A ZONING MAP AMENDMENT, SKETCH PLAN, AND CONDITIONAL USE PERMIT TO DEVELOP A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

REQUESTED ACTION

The applicant is requesting approval to rezone their property from Auto-Urban Commercial (AC) to Public/Semi-Public (P/SP) in addition to a Sketch Plan and Conditional Use Permit which is required for an institutional use in the P/SP zone in order to construct a two story, 17,358 square foot educational facility for Central Wyoming College (CWC) located at 235 & 255 Veronica Lane. The applicant has requested to continue the item to the Town Council meeting scheduled for August 6th, 2018.

SUGGESTED MOTION

I move to **continue** this item to the Town Council meeting scheduled for August 6th, 2018.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: MAY 31, 2018
MEETING DATE: JUNE 4, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-072:** A REQUEST FOR SUBDIVISION PLAT APPROVAL FOR THE HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT LOCATED AT 301 HIDDEN HOLLOW DRIVE.

OWNER: HANSEN & HANSEN, LLP

APPLICANT: JORGENSEN ASSOCIATES P.C.

STATEMENT/PURPOSE

The applicant is requesting Subdivision Plat approval for the Hidden Hollow Planned Unit Development, for the properties addressed as 301 Hidden Hollow Drive. Staff is requesting that the item be continued to the next regularly scheduled Town Council meeting on June 18, 2018 in order to allow plan review of resubmitted materials by relevant Town Departments.

SUGGESTED MOTION

I move to **continue** this item to the next Town Council meeting scheduled for June 18, 2018.

ORDINANCE E

AN ORDINANCE ADDING CHAPTER 12.32 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGULATING USE OF THE PATHWAYS IN THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 12.32 of Title 12 Pathways of the Municipal Code of the Town of Jackson as follows:

**Chapter 12.32
PATHWAYS**

Sections:

12.32.010	General Regulations
12.32.020	Pathway Use Regulations
10.32.030	Speed Limits Generally
10.32.040	Schedules; Amendment
12.32.050	Minors
12.32.060	Penalty

12.32.010 General Regulations

It shall be unlawful for any person within or on the Pathways in the Town of Jackson to:

- A. Ride, operate or use any device other than Bicycles, Electric Bicycles (as defined in this Code), pedestrian travel, cross country skis, or horses.
- B. Place or utilize additional obstacles or other material (including but not limited to ramps or jumps) that are not expressly authorized by the Jackson/Teton County Pathways Coordinator.
- C. Fail to obey any rule or regulation posted on or at the entrance to the Pathway at the direction of the Town Council, his or her designee, or the Jackson/Teton County Pathways Coordinator.

12.32.020 Pathway Use Regulations

- A. Pathway users proceeding in opposite directions shall pass each other to the right and each user shall give to the other at least one-half (1/2) of the main-traveled portion of the Pathway as nearly as possible.

- B. All Pathway users shall travel upon the right half of the Pathway, except as follows:
 - i. When overtaking and passing another Pathway user proceeding in the same direction; or
 - ii. When a stationary obstruction or hazard exists making it necessary to operate left of the center of the Pathway, but any user doing so shall yield the right-of-way to all users traveling in the proper direction upon the unobstructed portion of the Pathway within such distance as to constitute an immediate hazard.
- C. Overtaking:
 - i. The overtaking user has the duty to do so with safety and caution.
 - ii. The user overtaking another user proceeding in the same direction shall pass to the left thereof at a safe distance and shall not return to the right side of the pathway until safely clear of the overtaken user.
 - iii. No Pathway user shall overtake another user proceeding in the same direction by utilizing the left side of the center of the Pathway unless the left side is clearly visible and free of oncoming users for a sufficient distance ahead to permit the overtaking and passing to be completely made without interfering with any user approaching from the opposite direction. In every event the overtaking user must return to the right side of the Pathway as soon as practicable.
 - iv. Every Pathway user overtaking another shall announce their presence before overtaking such that the user being overtaken can hear the announcement and have sufficient time to acknowledge and prepare for the overtaking user.
 - v. If a group of more than one Pathway user is overtaking one or more Pathway users, said overtaking shall be done in a single-file line.
- D. The Pathway user employing the higher-speed mode of travel has the duty to avoid slower mode-of-travel users.

10.32.030 Speed Limits Generally

- 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 or when no speed is posted, the speed limit on the Pathway shall be as indicated and posted on appropriate signs.

12.32.040 Schedule; Amendment

- A. The schedule referred to in this Chapter and set out in subsection B is a part of this Chapter that may be amended from time to time by the Town Council by resolution without amending this Chapter. Any amendments made by resolution of the Town Council becomes a part of this Chapter as fully as though written herein, provided such resolution is duly published with the minutes of the Town of Jackson and a copy maintained in the office of the Town clerk of Jackson.
- B. Schedule 1. Speed Limits Generally – Ten Miles Per Hour
Except when a special hazard exists that requires lower speed for compliance with 10.32.030.A, the maximum lawful speed shall be ten (10) miles per hour when posted with appropriate signage.

12.32.050 Minors

All minors riding, operating or using the devices authorized in Sec. 12.32.010 within or on the Pathways in the Town of Jackson must:

- A. If using an Electric Bicycle, follow the provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. § 31-5-101 *et seq.* as amended, and all provisions of the ordinances of the Town.

12.32.060 Penalty.

A violation of any provision of this Chapter is an infraction punishable as provided by Section 1.12.010 of this Code.

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 _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandy P. Birdyshaw, Town Clerk

ORDINANCE F

AN ORDINANCE ADDING CHAPTER 10.13 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROVIDING FOR THE USE AND REGULATION OF ELECTRIC BICYCLES ON THE STREETS AND PATHWAYS OF THE TOWN OF JACKSON, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 10.13 of Title 10 Vehicles and Traffic of the Municipal Code of the Town of Jackson as follows:

**Chapter 10.13
ELECTRIC BICYCLES**

Sections:

- 10.13.010 Definitions.**
 - 10.13.020 Laws Applicable; Prohibited Acts.**
 - 10.13.030 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.**
 - 10.13.040 Label and Permit Required; Tampering Prohibited.**
 - 10.13.050 Right of Way to an Electric Bicycle on Left or Right Turn.**
 - 10.13.060 Overtaking an Electric Bicycle**
 - 10.13.070 Riding with two (2) or more persons on Electric Bicycle**
 - 10.13.080 Towing**
 - 10.13.090 Riding on Sidewalks**
 - 10.13.100 Position on Roadway**
 - 10.13.110 Riding Two Abreast**
 - 10.13.120 Racing**
 - 10.13.130 Equipment**
 - 10.13.140 Prohibitions**
 - 10.13.150 Penalty**
-
- 10.13.010 Definitions.**

For the purposes of this Chapter, the following definitions apply:

- A. “Electric Bicycle” means a bicycle or tricycle equipped with fully operable pedals and an electric motor of less than seven hundred and fifty (750) watts.
- B. “Class 1 Electric Bicycle” or “Low Speed Pedal Assisted Electric Bicycle” means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour.
- C. “Class 2 Electric Bicycle” or “Low Speed Throttle Assisted Electric Bicycle” means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.
- D. “Class 3 Electric Bicycle” or “Speed Pedal Assisted Electric Bicycle” means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour.
- E. “Electric Vehicle” means any two or more wheeled device with electric power that does not meet one of the definitions above and is not a Pedestrian Vehicle as defined in Wyo. Stat. Ann. § 31-5-102, as amended.

10.13.020 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.

- A. Class 1 Electric Bicycles, Class 2 Electric Bicycles and Class 3 Electric Bicycles are permitted on Town of Jackson public streets, bike lanes, pathways, and alleys.
- B. All Electric Vehicles are prohibited on all Town of Jackson pathways, bike lanes, skateparks or other bicycle facilities including natural surface trails. Emergency response vehicles, maintenance vehicles, and Pedestrian Vehicles for the exclusive use of persons with a physical disability as those terms are defined in Wyo. Stat. Ann. § 31-5-102, as amended, are exempt from this prohibition.
- C. The use of Electric Bicycles outside Town of Jackson city limits is regulated separately by the Federal Government, Wyoming Department of Transportation and the Teton County Board of County Commissioners, and this ordinance has no applicability to roads and pathways under those respective jurisdictions.

10.13.030 Laws Applicable; Prohibited Acts.

- A. All Electric Bicycles operated within the Town of Jackson shall comply with the manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. part 1512).
- B. Every person riding or operating an Electric Bicycle on any street, alley or public place in the Town shall be subject to all provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. § 31-5-101 *et seq.* as amended, and all provisions of the ordinances of the Town.

- C. The parent of any child, the guardian of any ward, or a person assuming responsibility for a child or ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

10.13.040 Inspection and Permit Required.

- A. Every Electric Bicycle within thirty (30) days of purchase, whether purchased new or used, must be presented at the Jackson Police Department for:
 - i. Inspection: All Electric Bicycles shall be presented to an authorized inspection agent within the Town with a completed notarized attestation of the owner, made under oath, stating the classification, top assisted speed, that the speedometer functions, and motor wattage of the Electric Bicycle.
 - ii. Permitting: All Electric Bicycles must get a permit permanently affixed by the Jackson Police Department stating the classification number, top assisted speed, and motor wattage of the Electric Bicycle.
- B. Every person riding or operating an Electric Bicycle on any street, alley or public place in the Town must carry a document showing the purchase date until the Electric Bicycle is permitted in accordance with provision A of this subsection.
- C. Every Electric Bicycle must have a valid permit affixed to it in a conspicuous location within thirty (30) days of purchase, whether used or new.

10.13.050 Right of Way to an Electric Bicycle on Left or Right Turn.

- A. The driver of a vehicle within an intersection or entering any alley or driveway intending to turn to the left or right so close thereto so as to constitute an immediate hazard, shall yield the right of way to an Electric Bicycle approaching on a parallel Shared Use Pathway or bicycle pathway.

10.13.060 Overtaking an Electric Bicycle.

- A. The operator of a vehicle overtaking an Electric Bicycle proceeding in the same direction shall leave a safe distance, but not less than three (3) feet, when passing the Electric Bicycle and shall maintain a safe distance until safely clear of the overtaken bicycle.

10.13.070 Riding with two (2) or more persons on Electric Bicycle.

- A. No person shall operate or ride any Electric Bicycle upon the streets, pathways, alleys or public highways in the Town with two (2) or more persons upon the same Electric Bicycle, provided, however, that this restriction shall not apply to:
 - i. Tandem or Cargo Electric Bicycles equipped for two (2) or more riders;

- ii. A baby or child seat attached to the Electric Bicycle, provided that the seat is equipped with a harness to hold the baby or child securely in the seat and that protection is provided against the baby or child's feet hitting the spokes of the wheel; and
- iii. A child attached to an adult Electric Bicycle operator in a backpack or sling.

10.13.080 Towing.

- A. No Electric Bicycle shall pull any skier, sled, or other combination vehicle by rope, or flexible coupling. All sleds, trailers, or other combination vehicle shall be safely and securely affixed to the Electric Bicycle by direct coupling, solid tongue, or triangular shaped tow-bar not to exceed forty (40) inches in length, being securely affixed to two (2) points on the sled, trailer, or other combination vehicle.

10.13.090 Riding on Sidewalks.

- A. No person shall operate or ride an Electric Bicycle upon any sidewalk within the Town of Jackson.

10.13.100 Position on Roadway.

- A. Every person riding or operating an Electric Bicycle upon any street, roadway, alley or public place at less than the normal speed of traffic shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:
 - i. When overtaking and passing another Electric Bicycle, bicycle or vehicle proceeding in the same direction.
 - ii. When preparing for a left turn at an intersection or into a private road or driveway.
 - iii. When reasonably necessary to avoid obstructions and hazards.
 - iv. When riding in the right-turn only lane.
- B. Every person riding or operating an Electric Bicycle upon a one-way street or roadway with two (2) or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

10.13.110 Riding Two Abreast.

- A. Electric Bicyclists are permitted to ride two (2) abreast within the same lane. Persons riding two (2) abreast shall not impede the normal and reasonable movement of traffic, and when being overtaken by other vehicles using the same lane shall ride single file.

10.13.120 Racing.

- A. It is unlawful for any person or persons to run, engage, or cause to run or to be engaged in any Electric Bicycle race on any street, alley, or public place within the corporate limits of the Town without applying for and obtaining a permit from the Town.

10.13.130 Equipment

- A. Every Electric Bicycle must be equipped with a functioning speedometer at all times it is operated within the Town of Jackson.

10.13.140 Prohibitions.

- A. A device shall no longer be considered a Class 1, Class 2 or Class 3 Electric Bicycle if the wattage, the speedometer, or any other mechanical element of the Electric Bicycle that affects its classification is modified or tampered with after manufacture and it shall be unlawful to use such a device on Town of Jackson public streets, bike lanes, pathways, or alleys.
- B. Obtaining a permit required by this Chapter by fraud, deceit or misrepresentation is unlawful.
- C. Tampering with or falsifying the notarized attestation required in accordance with this Chapter so as to falsify any information therein or to forge such a document is unlawful.
- D. Tampering so as to falsify any information in the permit affixed on an Electric Bicycle by the Town or to forge such is unlawful.
- E. Town of Jackson Electric Bicycle permits are non-transferable, and it is unlawful to transfer permit(s) from one Electric Bicycle to another.

10.13.150 Penalty

- A. Any person or persons found guilty of violating any of the provisions of this Chapter shall be fined and punished in accordance with Sec. 1.12.010 of this Code, to which may be added costs.

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

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 661 AND SECTION 10.04.205 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING ELECTRIC BICYCLES WITHIN ON-STREET BIKELANES AND PATHWAYS IN THE TOWN OF JACKSON; 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. 661 and Section 10.04.205 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

10.10.205 Designated on-street bicycle lanes and pathways.

- A. It shall be lawful to ride, operate or use Electric Bicycles, as that term is defined in § 10.13.010 of this Code, in the on-street bike lanes and Pathways within the Town.
- B. Except for the purposes of crossing to gain immediate access to an adjacent property, in the case of an emergency, or when directed to do so by a law enforcement officer, it is unlawful to stop, stand, park, or operate a motor vehicle, motorcycle, or other motorized vehicle in any designated on-street bicycle lane as described in Schedule 13 set out in Section 10.04.390 and made a part of this chapter, or upon any pathway within the corporate limits of the Town of Jackson. These provisions shall not apply to governmental agencies, utility providers or other duly authorized persons engaged in maintenance of said bicycle lanes, pathways and adjacent utilities, nor in cases of unavoidable necessity.

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.

