

Jackson Town Council Workshop

August 21, 2023

1:30 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/89369188562?pwd=cWFnb050Z01teDRHNmdNaWtDSHBIUT09>

If the link does not work, join at zoom.com with Webinar ID **893 6918 8562** Password: **83001**

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II. CALL TO ORDER AND ROLL CALL

III. WORKSHOP ITEMS

- A. Update to Anti-Discrimination Ordinance Adding Anti-Bias Crime (Lea Colasuonno, 30 mins)
- B. Center for the Arts Outdoor Event Noise Review (Roxanne Robinson, 45 mins)
- C. Voluntary Preapplication Meeting for Hotel at 335 N. Cache and Surrounding Lots - P23-127 (Paul Anthony, 30 mins)
- D. Naming Policy (Roxanne Robinson, 30 mins)

IV. MATTERS FROM MAYOR AND COUNCIL

V. UPCOMING AGENDA UPDATE

- A. Council Priorities and Upcoming Agendas

VI. ADJOURN TO EXECUTIVE SESSION

Recess or Adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii).

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.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Workshop
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Consideration of Adding an Antibias Provision to Title 9, <i>Public Peace, Morals, and Welfare</i> Of the Jackson Municipal Code	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider adding an antibias provision to Title 9 of the Jackson Municipal Code (Public Peace, Morals, and Welfare) penalizing violent acts against persons when the act is motivated by specific characteristics of the persons.

Requested Action.

Staff requests Council provide direction to staff regarding the addition of an antibias provision to Title 9 of the Jackson Municipal Code.

Recommendations.

Staff has no recommended action.

Background.

In 2018, the Town enacted an ordinance prohibiting discrimination based on actual or perceived sexual orientation, gender identity or expression; association with a person or group of people so identifying; and on the belief that a person has a particular sexual orientation, gender identity or expression, even if that belief is incorrect. This ordinance prohibited discrimination in places of employment (which was repealed when the federal law changed), public accommodation, which are places offering services, facilities, or goods to or soliciting patronage from members of the general public, and in housing, which is defined in the ordinance as buildings used as the home, domicile, residence, or sleeping quarters of its occupants.

At that time the Town did not enact a law prohibiting violence, or threatening to commit violence, against a person based on these characteristics. At the Council retreat held on February 8, 2023, the Council identified this issue as one of their priorities for action in 2023 and scheduled it for August.

Laws that penalize violent acts against persons when the act is specifically motivated by certain characteristics are commonly known as "hate crime" laws. At the federal level, these laws include crimes committed against a person on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. Most states also have state "hate crime" laws, however Wyoming is one of a handful of states that lack such legislation. To address this gap in state law, three cities in Wyoming, Casper, Gillette, and Cheyenne, enacted municipal ordinances penalizing violent acts motivated by bias.

Analysis.

What Is a Bias Crime?

It is important to define what is, and is not, a bias crime. First and foremost, the incident must be a crime. While seemingly obvious, it is important to be clear that most speech is not a bias crime, regardless of how offensive it may be. Second, a bias crime is a specific crime that demonstrates the offender's prejudice or bias based on the actual or perceived traits of the victim. In the simplest terms, a bias crime must include both a "crime" and "bias" as a motivating factor.

A crime	+	The Motivation for Committing the Crime is Based on Bias	=	Bias Crime
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How Would an Antibias Provision be Added to the Municipal Code?

To add an antibias provision to the Municipal Code, staff would add standards for a "bias-related crime" which an incident must meet. Thus, a new set of ordinances would be drafted and presented that define a "bias-related crime" as demonstrating an accused's prejudice based on the actual or perceived characteristics of a victim of a set of crimes and define the crimes (i.e., assault, injury to property, theft, or unlawful entry, etc.).

How Would an Antibias Crime be Prosecuted in Court?

In order to successfully prosecute a bias crime, the prosecutor must establish beyond a reasonable doubt both that the defendant committed the crime, and that they were motivated by prejudice because of the victim's actual or perceived characteristics.

What Could the Penalty be for an Antibias Crime?

Under state statute, the maximum penalty any city in Wyoming may impose is a fine up to a maximum of \$750.00, jail time up to a maximum of 6 months, or both.

Key Policy Question 1: Does Council want to amend the Municipal Code to add an antibias crime provision?

The two generally accepted, primary arguments in favor of enacting antibias legislation are:

- ✓ Antibias crimes have a broader effect than most other kinds of crime because the "victims" include not only the crime's immediate target, but also others like them.
- ✓ Antibias crimes and bias-related incidents instill fear across entire communities and undermine the foundational principles of our democracy.
- ✓ All people in the community should be able to live without fear of being attacked or harassed because of who they are, what they look like, or whom they love.

Key Policy Question 2: If Council wants to adopt such an ordinance, what characteristics does Council want to include in an antibias crime?

Cities in Wyoming that have enacted like municipal ordinances have included the following characteristics:

- ✓ The Casper ordinance covers race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin or disability.
- ✓ The Gillette ordinance covers race, color, religion, sex, sexual orientation, gender identity, gender expression, ethnicity, national origin, ancestry, disability, or age.
- ✓ The Cheyenne ordinance covers race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, disability, or political affiliation.

- ❖ **Staff Recommendation:** Staff recommends matching the characteristics of the existing anti-discrimination ordinance (prejudice based on the actual or perceived gender identity or expression of a victim).

Key Policy Question 3: If Council wants to adopt such an ordinance, what penalty does it want to make available to the Municipal Court for an antibias crime?

The penalty could be anything up to and including the Town's maximum penalty authority of a fine up to a maximum of \$750.00, jail time up to a maximum of 6 months, or both.

❖ **Staff Recommendation:** Staff recommends the maximum penalty be authorized.

Possible Alternatives.

Council could elect not to enact an antibias ordinance.

Comprehensive Plan & Priority Alignment.

This item aligns with Common Value 3, Quality of Life, generally described as having been and striving to always be "a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our intact ecosystem and western mountain lifestyle."

Fiscal Impact.

The Town of Jackson contracts with the company MuniCode to host the Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.

The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances

Staff Impact.

The Legal Department spent 10 hours in total researching the Wyoming ordinances, federal and state laws generally, and preparing this staff report and PowerPoint presentation; Administration spent 4 hours coordinating with the Town Attorney on the staff report and Council presentation.

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to present an ordinance for first reading at staff's earliest convenience.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Town Council Workshop
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Center for the Arts Outdoor Sound Review	Public Comment:	Yes

Purpose & Policy Considerations.

Staff was asked to conduct an outdoor sound related review of the Center for the Arts (Center) lease and present that review to Town Council when it was completed. The lease for the Center is between the Town of Jackson, Teton County, and the Community Center for the Arts.

Requested Action.

Staff requests Council review the outdoor sound requirements in the Center lease and those in the Municipal Code and Land Development Regulations (LDRs), review the concerns of the neighbors, and provide direction to staff as recommended.

Recommendations.

Staff recommends Council:

- 1) Direct staff to present ordinances repealing 6.4.3 of the LDRs related to noise and Section 12.28.050.H. of the Municipal Code regarding noise associated with special events, and
- 2) Direct the Town Manager to not issue any permits for relief from maximum sound levels past 10:00 p.m. with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo.

Background.

At the April 17, 2023 regular Town Council meeting, Council provided direction to staff to prioritize an outdoor sound-related review of the Center lease and present that review when it was completed. This staff report addresses noise issues at the Center but proposed changes to the Municipal Code and LDRS would affect the entire Town.

The full Center lease is attached to this staff report. Throughout the lease there are references to use of the premises only for legally authorized purposes and any use cannot be in violation of law, regulation, or ordinance. Below is the section from the lease and from the conditions of approval for the amended Final Development Plan approved on May 19, 2003 related to outdoor uses:

V.O. Outdoor Operating Hours. Outdoor events in the amphitheater or events in which the amphitheater doors are open shall end by 10:00 p.m. All other events in the outdoor areas shall end by 9:00 p.m. unless the Town of Jackson approves and issues a Special Event Permit with an alternate end time for said event.

The concerns raised are regarding noise from outdoor events. As discussed below, under the current interpretation of the Municipal Code, events in the amphitheater or outdoor areas have a maximum sound limit of 60 decibels until 7:00 p.m., and from 7:00 p.m. to 9:00 p.m. (in the amphitheater) or 10:00 p.m. (on the lawn), they have a limit of 55 decibels.

Outdoor event noise at the Center must be reviewed in two different types of situations, the first being through a Special Event Permit approved by the Town and the second being events not requiring a Special Event Permit.

Special Events

The Center, and users of the Center, currently apply for and are granted special event permits for:

1. Events that will end after 9:00 p.m. in the outdoor areas, and

2. Events that trigger the special event permit requirement for any organizer (i.e. those that require a street/alley/sidewalk/public building/public park closure, parking space closure or use, or a law enforcement presence). In addition to these triggers, organizers also indicate on their application whether their event will generate excessive noise or include amplified sound.

From the most recent annual report from the Center (calendar year 2021), it appears there were 21 amplified events in the amphitheater and 39 amplified events in the park.

Section 9.44.015.A.5. **exempts** certain activities from the maximum sound levels prescribed in Section 9.44.010.B, specifically special events. It reads:

9.44.015.A.5. Events. The noise from events conducted, sponsored, or approved by the Town, Teton County, or the State of Wyoming, or by authorized Town staff, including, but not limited to dances, concerts, shows, festivals, sporting events, memorials, carnivals, and the like, are exempt from the maximum sound levels permitted in Section 9.44.010.

The Town Council and Town staff have the authority to condition outdoor special events to limit noise, amplified sound, or set specific maximum decibel levels as stated in 12.28.050.B.2 with conditions or restrictions deemed necessary. Staff currently conditions all special events (with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo) to end amplified sound by 10:00 p.m., including those at the Center. Staff currently allows amplified sound as part of the special event approval but does not currently specify maximum decibel levels. Once a special event is approved, the Chief of Police notifies Teton County Dispatch and law enforcement of the conditions related to noise for the special event. When noise complaints are received, law enforcement makes contact with the event organizer to discuss the concerns.

Section 12.28.050.H. of the Municipal Code states that any special event with noise that exceeds 80 decibels requires Town approval as part of the special event. Section 9.44.015.A.5. already exempts events approved by the Town (i.e., special events) from the maximum sound levels providing conflicting information. Current staff practice is to not limit sound to 80 decibels, and staff is proposing to remove this section as part of the proposed staff recommendation.

Non-Special Events.

Users of the Center regularly apply for and are granted a noise permit from the Town of Jackson pursuant to Municipal Code Section 9.44.050 if their event does not fall under a special event.

Use of the premises is set forth in the lease, and pursuant to the Lease, the Center cannot use the premises in violation of any law, regulation, or ordinance. Any event not permitted as a special event, must comply with all laws of the Town of Jackson, including maximum sound levels.

A summary of the sections in the Municipal Code and Land Development Regulations relating to noise outside of special events are:

1. *Municipal Code Section 9.44. – Excessive Noise.* Section 9.44.010.B of the Municipal Code sets maximum sound levels by zone. Because the Center is zoned Public/Semi-Public, the maximum sound level from 7:00 a.m. to 7:00 p.m. is 60 decibels and from 7:00 p.m. to 7:00 a.m. is 55 decibels.
2. *Municipal Code Section 9.44.050 - Permits for relief from maximum sound levels (Noise Permits).* Section 9.44.050 of the Municipal Code establishes a process to request relief from maximum sound levels (outside of a special event) and applicants may apply to the Town Manager or their designee for relief.

3. *Land Development Regulations 6.4 – Operational Standards and specifically 6.4.3 – Noise.* This section of the LDRs sets standards for noise based on the zoning of parcels and limits noise from parcels that are contiguous with residential zones. The Center is zoned Public/Semi-Public and is adjacent to residential zones. This section states that the decibel level for this zone is 65 DBA but it also states that if a zone is contiguous to a residential zone, the residential zone standard shall govern. The residential zone standard is limited to 55 DBA. The application of this section to the Center open space means that the noise level cannot exceed 55 DBA as it is adjacent to a residential zone. The LDRs do not have a provision to seek exemption from the noise standards. LDR 6.4.3 sets forth different standards from 9.44 Excessive Noise in the Municipal Code providing conflicting information.

For non-special events, staff currently follows and enforces Section 9.44 of the Municipal Code. Users of the Center apply for a noise permit if they expect a non-special event to exceed the maximum decibel limit. The Chief of Police processes and grants (or denies) noise permits and conditions the permit (such as the noise exception ending at 10p.m.). The Chief of Police has not historically added a condition that sets an alternate maximum decibel level. Once a noise permit is issued, the Chief of Police notifies Teton County Dispatch and law enforcement of the noise permit. When noise complaints are received, law enforcement makes contact with the event organizer at the Center to discuss the concerns.

Center Guidelines for Outdoor Events

The Center provides guidelines for prospective users of the park (attached) indicating, among other things, that:

1. They may pursue a special event permit from the Town of Jackson if they would like their outdoor event, not in the amphitheater, to end after 9:00 p.m., and
2. They are allowed to have noise that does not exceed 80 decibels without a noise permit, and
3. They may pursue a noise permit from the Town of Jackson for noise that exceeds 80 decibels for their event.

This guidance misstates language in the Code and based on Council direction at this meeting, staff would work with the Center to update their guidelines.

Neighborhood Request

Staff received a letter dated June 30, 2023 representing neighbor concerns and that letter is attached to the staff report. The letter indicates they are requesting that all amplified sound events end by 9:00 p.m. each night and that they be limited to 55 decibels at all times with the exception of 5 special events per year limited to arts events that would allow a maximum of 80 decibels at those 5 events. They raised concern over the increased number of amplified sound events at the Center overall.

Analysis.

Key Policy Question #1: Is the Council in favor of clarifying current regulations for noise by directing staff to present ordinances that repeal 6.4.3 of the Land Development Regulations related to noise and Section 12.28.050.H. regarding noise associated with special events?

Repealing these sections would eliminate conflicting language between the LDRs and the Municipal Code and provide clarity for staff and applicants regarding noise. This would clarify that maximum sound levels at the Center are limited to 60 decibels from 7:00 a.m. to 7:00 p.m. and 55 decibels from 7:00 p.m. until the Center closes (10:00 p.m. for amphitheater events and 9:00 p.m. for all other outdoor events) unless a special event is approved or a noise permit is issued. Staff recommends these sections be repealed.

If the answer to this policy question is yes, staff will present ordinances at their next available opportunity.

Key Policy Question #2: Is the Council in favor of staff's current practice of setting a limit of 10:00 p.m. for any special event or noise permits for relief from maximum sound levels with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo?

Setting a time limit for exceeding the maximum levels set in 9.44.010.B. would set a consistent end time for any noise permits in the community with the exceptions noted and may provide relief for neighbors.

If the answer is yes, staff will continue to condition special events, outside of the exceptions, to end amplified sound and end any noise permits to end by 10:00 p.m. and will update the instructions and information contained in the noise permit application on the Town website (website currently states 11:00 p.m.).

Key Policy Question #3: Does the Town Council want to entertain the request from the neighbors to allow the Center to only exceed the maximum sound levels at events 5 times during the year and have all amplified sound events end by 9:00 p.m.?

Setting this limit of 5 events where the maximum sound levels (60/55 decibels) can be exceeded may cause the Center to move more events indoors or reduce the number of outdoor events overall that are held at the Center. This limit may impact the Center's ability to generate rental income from their venue. Limiting all amplified sound events at the Center to end by 9:00 p.m. would mean that outdoor events in the amphitheater or where the amphitheater doors are open would be prohibited from amplified sound between 9:00 p.m. and 10:00 p.m. The neighbor request was for 55 decibels with 5 exceptions and all amplified sound events ending by 9:00 p.m.

If the answer to this policy question is yes, the Council can either provide direction to staff or they can propose a Center lease amendment. Staff recommends Council provide direction to staff to accomplish this and that Council not pursue an amendment to the Center lease.

Direction to staff would affect conditions for special events and noise permits at the Center that would allow events at 60/55 decibels with 5 exceptions and would also require specific conditions for prohibiting amplified sound events past 9:00 p.m. Proposing a Center lease amendment would require negotiation with the Center and Teton County. Because the Center currently has an approved lease, they may not be in favor of any amendments to it.

Staff makes no recommendation on the number of events at the Center exceeding the maximum sound levels or whether amplified sound events should end by 9:00 p.m.

Possible Alternatives.

In addition to the alternatives outlined in the Key Policy Questions, Council could consider additional alternatives including:

- A. A motion to direct staff to limit the number of special events or noise permits approved at the Center that can exceed 60/55 decibels to _____ events. The neighbors are proposing a limit of 5 events, but Council could set an alternate number.
- B. A motion to direct staff to not issue any permits for relief from maximum sound levels throughout the community past _____ p.m. with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo. Staff's current recommendation for noise permits is for a 10:00 p.m. limit but Council could determine an alternate time.
- C. A motion to direct staff to condition any special event or noise permit for the Center to prohibit amplified sound past _____ p.m. The neighbors are requesting a 9:00 p.m. limit for amplified sound but Council could determine an alternate time.
- D. A motion to direct staff to set a maximum decibel level of _____ for special event permits or noise permits. This would be more labor intensive for the Police Department and Code Enforcement Officers to enforce as it

would require measuring the decibel level rather than the current practice of setting a time limit and addressing noise complaints with the organizer as they arise. Noise from events also fluctuates throughout the event and may vary based on the location of the decibel reading. Staff does not currently set a maximum decibel level in the permits that are issued but Council could provide this direction.

Comprehensive Plan & Priority Alignment.

This issue relates to Section 4 related to Town as the Heart of the Region and the Central Complete Neighborhood, particularly Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. How civic spaces interact with residential spaces to keep a neighborhood desirable is an important component.

Fiscal Impact.

The fiscal impact of passing ordinances repealing sections in the Municipal Code would depend on the length and may run between \$150 - \$700 for advertising pursuant to Wyoming Statute. The Town of Jackson does not currently charge a fee for a noise permit.

Staff Impact.

Center for the Arts Outdoor Sound Related Review Staff Impact		
Component	Responsible Department	Combined Staff Time Estimated
Lease and Amendment Analysis, Review of Conditions of Approval	Administration, Legal, Planning	3
Staff Report Prep and meetings with Town Departments to Prep for 8/21/23 Mtg	Administration, Legal, Planning, Community Development, Police	20
Mailing and Email to the Center for the Arts and Surrounding Neighbors	Administration and Planning	1.5
Staff Report Review and Finalization	Administration	15
Ordinance Prep Repealing Sections in Code Conflicting with Noise in 9.44	Administration and Legal	4
Staff Report Prep for Repeal Ordinances	Administration and Legal	2
Noticing, Posting, Permanent Record Book Prep, and Review of Muni Code	Town Clerk	3
Public Education Clarifying Noise Regulations	Community Development	5
Total		53.5

Direction provided by Council may also have a staff impact as it relates to code compliance and responding to noise complaints. If Council chooses to direct staff to set a decibel level for noise, there will be a notable impact for code enforcement related to measurements.

Attachments or Links.

Center for the Arts Lease.

Neighborhood Letter Dated June 30, 2023.

Letter Provided to Neighbors Regarding Council Review of Noise dated August 4, 2023.

Section 6.4.3 Noise from the Land Development Regulations.

Section 12.28.050 Special Event Permit – Application procedure – Filing period from the Municipal Code.

Section 9.44.010 Excessive Noise from the Municipal Code.

Center for the Arts Guidelines for Outdoor Events.

Suggested Motion.

I move to:

1. Direct staff to present ordinances repealing 6.4.3 of the LDRs related to noise and Section 12.28.050.H. of the Municipal Code regarding noise associated with special events, and
2. Direct the Town Manager to not issue any permits for relief from maximum sound levels past 10:00 p.m. with the exception of the Teton County Fair, the 4th of July Fireworks, and the rodeo.

RESTATED LEASE AGREEMENT

BETWEEN

TETON COUNTY, a duly organized county within
the State of Wyoming

TOWN OF JACKSON, a municipal corporation of
the State of Wyoming,

AND

COMMUNITY CENTER FOR THE ARTS, a Wyoming Nonprofit Corporation

THIS RESTATED LEASE AGREEMENT is entered into between Teton County, a duly organized county within the State of Wyoming, the Town of Jackson, a Municipal Corporation, a municipal corporation of the State of Wyoming (hereinafter referred to collectively as the **Lessors**) and the Community Center for the Arts, Inc., a Wyoming nonprofit corporation (hereinafter referred to as **Lessee**). The purpose of this Restated Lease Agreement is to provide terms and conditions for Teton County and the Town of Jackson, as Lessors, to lease real property to the Community Center for the Arts, as Lessee.

WHEREAS, pursuant to W.S. 18-2-101(iv), the Teton County may make contracts relating to the property and concerns of Teton County;

WHEREAS, pursuant to W.S. 15-1-103(a)(iv), the Town of Jackson may lease any estate owned by the Town of Jackson;

WHEREAS, Teton County and the Town of Jackson own real property generally known as the Glenwood Property as Tenants in Common. The Glenwood Property is bordered by Glenwood Street to the west and Cache Street to the east constituting Block Number One of the Second Wort Addition in the Town of Jackson, and described in detail and defined as the “**Leased Premises**” below and;

WHEREAS, the Community Center for the Arts is a non-profit, public benefit corporation incorporated in the State of Wyoming and recognized by the United States Department of the Treasury as a public charity pursuant to §501(c)(3) of the Internal Revenue Code of 1986 (hereinafter the **IRC**);

WHEREAS, Lessors have determined that it would be in the best interests of the citizens of the Town of Jackson and Teton County to utilize the Leased Premises as a permanent home for the arts in Jackson Hole;

WHEREAS, in order to facilitate construction and operation of a community arts and education center, Lessee was incorporated in 1995 as a Wyoming non-profit, public benefit corporation;

WHEREAS, Lessee then began planning and fundraising for the construction of a community arts center to be located on the Leased Premises;

WHEREAS, approval of the design and construction of the community arts and education center was granted to Lessee by the Lessors pursuant a Final Development Plan, approved in March of 2002, as amended by a Final Development Plan Amendment, approved in November of 2002 (collectively, with all amendments, the **FDP**), and a Final Master Plan, dated in December of 2002 (together with all amendments the **FMP**);

WHEREAS, in order to proceed with the construction and operation of the community arts and education center, Community Center for the Arts, as the Lessee, entered into a Lease Agreement for the lease of the Leased Premises from the Town of Jackson and Teton County as Lessors, dated August 26, 2003 (the "Original Lease");

WHEREAS, pursuant to the terms of the Original Lease, the FDP, and the FMP, the Center for the Arts, as lessee under the Original Lease undertook construction on the Leased Premises of a community arts and education center;

WHEREAS, the Community Center for the Arts, as the Lessee under the Original Lease, has constructed improvements on the Leased Premises having a cost of approximately \$32.2 million;

WHEREAS, the Community Center for the Arts currently operates the community arts and education center on the Leased Premises, which is commonly known as the Center for the Arts (hereinafter the **Center**);

WHEREAS, due to the value of the improvements constructed on the Leased Premises, the complexity and cost of operating the facility located thereon, and the scope of community centered art, drama, and other events now held at the Center, none of which were contemplated when the Original Lease was drafted, the parties hereto now desire to restate the Original Lease in its entirety on the terms and conditions below in order to better provide for the continued operation of the facility located on the Leased Premises for the public benefit;

WHEREAS, the Community Center for the Arts, the Lessee, has assumed management responsibilities and services of the Center and the Leased Premises, which constitutes additional valuable consideration and benefit to the public; and

WHEREAS, Teton County and the Town of Jackson have determined that it is reasonably necessary and of definable benefit to provide the Community Center for the Arts with continued use of the Leased Premises beyond the term of the present elected officials by providing the Community Center for the Arts with assurance of its continued use of the Leased Premises so as to justify its expenditure of funds and efforts for the improvement of the Center and Leased Premises.

NOW THEREFORE: IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS, THE RECEIPT AND SUFFICIENCY THEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE PARTIES AGREE AS FOLLOWS:

I. **Revocation of Original Lease.** Effective as of the Effective Date set forth below, the Original Lease is revoked in its entirety and replaced with this Restated Lease Agreement (this Restated Lease Agreement is hereinafter referred to as the **Lease**).

II. Leased Property; Improvements; Ownership.

A. The Lessors hereby lease to the Lessee the following property:

A portion of the NE1/4NE1/4 of Section 33, T41N, R116W, Teton County, Wyoming, beginning at the northeast corner of a tract of land (from whence the northeast corner of section No. 33, Township 41, North of Range 116 West of the Sixth Principal Meridian, bears east thirty feet and north six hundred sixty feet) thence proceeding west 163 feet to corner No. two; thence proceeding south 685 feet to corner No. three; thence east 163 feet to corner No. four; thence north 685 feet to place of beginning.

and

Lots 8, 9, 10, 11, 12, 13, and 14 of Block 1 of the Second Wart Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded September 28, 1940 as Plat No. 129.

and

The East 1/2 of Lot 15 and an easement on the West 1/2 of Lot 15 (reserved in that Warranty Deed dated November 21, 1980 recorded on November 21, 1980 in Book 106 of Photo at pp 26 and 26A, as Instrument No. 218783) of Block 1 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded September 28, 1940 as Plat No. 129.

The described property is depicted on the attached map in **Exhibit A** and is hereinafter referred to as the **Leased Premises**.

B. Lessors and Lessee acknowledge that Lessee has constructed improvements on the Leased Premises having a cost of approximately \$32.2 Million Dollars (hereinafter the **Building Improvements**). The Building Improvements consist of approximately 74,479 square feet of interior space, of which approximately 41,625 square feet comprise an arts and education center, and approximately 32,854 square feet comprise a performing arts center.

C. Lessors and Lessee hereby confirm that during the term of this Lease, the Leased Premises, together with improvements thereon that are not Building Improvements, shall be held in trust by the Lessor for the benefit of the public, the citizens of the Town of Jackson and Teton County. Similarly, the Building Improvements, which have been financed and constructed by Lessee, shall be held in trust by the Lessee for the benefit of the citizens of the Town of Jackson and Teton County until such time as this Lease terminates. Notwithstanding anything herein to the contrary, upon termination of this Lease for any reason, ownership of the Building Improvements shall immediately and without any further action required by Lessee transfer to Lessors to be

held by Lessors in trust for the benefit of the citizens of the Town of Jackson and Teton County (subject to the right of Lessee to retain movable furniture and movable trade and theater fixtures as more particularly described in Section V.D.).

III. **Term of Lease.** The initial term of this Lease shall commence on the Effective Date set forth below and continue for fifty (50) years until the fiftieth (50th) anniversary thereof (the **Initial Expiration Date**), unless terminated sooner as provided herein. Provided the Conditions Precedent to Renewal described below are satisfied as of the time of Lessee's exercise of a renewal option and again upon commencement of the renewal period, Lessee shall have the right and option to extend the term for two (2) additional terms. The first such term shall be for a period of twenty-five (25) years, and the second such term shall be for a period of twenty-four (24) years. Each option to extend the term of this Lease may be exercised by Lessee delivering to both Lessors written notice of such renewal no later than two (2) years prior to either the Initial Expiration Date or the end of the first options' period of twenty-five (25) years, as appropriate. All other terms and provisions of this Lease shall be applicable during the renewal periods with the same force and effect as the initial term. In order to extend the term of this Lease as contemplated herein, the following Conditions Precedent to Renewal must be satisfied as of the dates set forth above:

(i) Lessee shall not be in material breach of the terms of this Lease;

(ii) Lessee shall be a public charity qualified under §501(c)(3) of the IRC, or any successor code section;

(iii) Lessors, in their reasonable determination, have not previously found that the Lessee has materially breached its obligation to hold the Building Improvements in trust for the benefit of the public, the citizens of the Town of Jackson and Teton County;

(iv) Lessors, in their reasonable determination, have not previously found that the Lessee has materially breached its obligation to operate and maintain the Center primarily for the public benefit and not for the benefit of any private individual or entity; and

(v) Lessors do not jointly determine, at the time of an extension, that the Lessee lacks the financial, operational or business stability to continue to effectively operate the Center for the Arts in the best interest of the citizens of the Town of Jackson and Teton County, Wyoming.

IV. **Consideration.**

A. During the term of this Lease, Lessee shall pay or provide to Lessors the following.

(i) Lessee shall pay to Lessors rent of One Hundred Dollars (\$100.00) per month during the term of this Lease.

(ii) Lessee is a public charity qualified under §501(c)(3) of the Internal Revenue Code of 1986. Lessee's stated charitable purpose, as approved by the Internal

Revenue Service, is to promote artistic creativity, education, and presentation for a collaborative, inclusive, and vibrant cultural community. Lessee shall, throughout the term of this Lease, maintain its status as a public charity qualified under §501(c)(3) of the Internal Revenue Code of 1986 by continuing to promote and provide artistic and educational events, classes, and other related opportunities for the benefit of the citizens of, and visitors to, the Town of Jackson and Teton County, Wyoming, in accordance with the terms of this Lease.

(iii) Since the execution of the Original Lease and through the Effective Date hereof, Lessee has raised, through gifts, grants, and donations approximately \$34.3 million. Lessee has spent approximately \$32.2 million on the design and construction of the Building Improvements. Upon termination of this Lease, all Building Improvements (other than movable furniture and movable trade and theater fixtures as more particularly described in Section V.D.) shall transfer to Lessors to be held by Lessors thereafter for the benefit of the citizens of the Town of Jackson and Teton County. Upon termination of this Lease for any reason, any additional improvements to the Leased Premises constructed after the Effective Date hereof as more particularly described in Section V.D. shall transfer to Lessors to be held by Lessors thereafter for the benefit of the citizens of the Town of Jackson and Teton County.

(iv) Lessee shall be responsible for day to day management and administration of the Center and the maintenance and repair of the Building Improvements through the term of this Lease. From the funds raised by Lessee as described in Section IV.A.(iii), Lessee has spent approximately \$1.8 million on (1) maintenance, repair, and improvement of the Building Improvements, and (2) subsidizing programs offered at The Center, including subsidy of the rents charged to other non-profit, tax-exempt organizations that sublease portions of The Center. Lessee has restricted approximately \$1.5 million of the funds raised by Lessee as described in Section IV.A.(iii) in an endowment that shall be used to ensure the long-term maintenance, repair, and improvement of the Building Improvements. Lessee, through its Board of Directors and staff, shall continue its fundraising efforts in order to support and subsidize operations at The Center (including maintenance, repair, and improvement of the Buildings Improvements), and to also continue to build the endowment described above.

B. The Lessors make specific findings and agree that this Lease is reasonably necessary and of a definable advantage to the Lessors for a variety of reasons, including but not limited to, (i) the facilities built and operated by Lessee will provide artistic, educational, and economic benefits to the citizens of the Town of Jackson and Teton County, (ii) the Town of Jackson and Teton County would not have been in a position to finance or fund the Building Improvements, (iii) operating The Center as an art and cultural center and maintaining and repairing the Building Improvements would place an undue burden on the resources of the Town of Jackson and Teton County, (iv) ownership of the Building Improvements shall transfer to the Town of Jackson and

Teton County upon the termination of this Lease for any reason, and (v) the Town of Jackson and Teton County's ownership of the Leased Premises was procured based in substantial part upon the desire of the Teton County School District #1 to promote the construction of public cultural facilities on the Leased Premises.

C. The parties hereto agree that, pursuant to Section II.C., the Leased Premises is public property and shall remain public property for the duration of this Lease to be used for the benefit of the citizens of the Town of Jackson and Teton County, Wyoming. As a result, neither the Leased Premises nor the Building Improvements that reside on the Leased Premises shall be used for the benefit of any private party or be restricted from use by the public unless specifically authorized under the terms of this Lease or as may be otherwise be authorized by Lessors.

V. **Use of Leased Premises.**

A. **Authorized Uses of Leased Premises.** Lessee is a public charity qualified under §501(c)(3) of the IRC. Lessee shall, at all times during the term of this Lease, maintain its qualification under §501(c)(3) of the IRC, and any successor code section. In accordance therewith, Lessee shall utilize the Leased Premises and Building Improvements primarily for the benefit of the public and at all times for legally permissible purposes. The Leased Premises and Building Improvements shall be used primarily for the study and presentation of performing and fine arts and developing public interest and participation therein, and for public auditorium, civic center and community meeting facilities purposes in conjunction with governmental or educational agencies or community organizations. The authorized uses include the following:

1. Artistic and cultural activities, including music, theater, and dance production, and exhibitions of fine art;
2. Activities related to allied arts and crafts such as photography, literature, creative writing, poetry, films, television, radio, sound recording, costume and fashion design, textiles, ceramic design and folk art;
3. Administrative and support facilities for non-profit tax exempt organizations that provide education and instruction and promote, stimulate and encourage public interest in the arts and cultural matters;
4. Educational seminars and classes, public forums and events, meetings, conferences, debates, films and speeches;
5. Fund-raising events for non-profit tax-exempt organizations serving the public, the citizens of Teton County, Wyoming, and the Town of Jackson;
6. Sales of merchandise and/or food and beverage items incidental to the activities occurring within the Leased Premises, such as:
 - (i) concession-type snack food and drink items customarily associated with similar facilities, such as soft drinks, cookies, candy and baked goods, coffee and coffee-like drinks;

(ii) sales of alcoholic beverages in conjunction with appropriate events held at the Center and in accordance with the applicable liquor license;

(iii) promotional and/or commemorative gift items customarily associated with similar facilities, such as T-shirts, pins, programs, souvenirs, recordings, photographs-videos, etc.;

(iv) supplies needed for classes or activities at the Leased Premises that are not generally available from local merchants; and

(v) sales of art supplies of any nature;

7. An annual Arts Fair(s) not to exceed three weekends per year, with appropriate Town of Jackson approvals;

8. Such other activities as are approved in advance by the Lessee from time to time, provided they are in accordance with the terms of this Lease and identified in the Annual Report discussed below; and

9. Lessee and Lessors acknowledge that some usage of the Center by private entities and persons having a profit motive will support public use of the Center by (a) providing funds to maintain, repair, and improve the Leased Premises and Building Improvements, (b) subsidizing rental and usage fees for the various other non-profit, tax-exempt entities utilizing the Center, and (c) subsidizing the ticket cost to the general public of shows and events sponsored by the Lessee. Lessee may allow usage by private entities and persons having a "for-profit" motive ("**Private Profitable Users**") provided rates charged by Lessee for such usage are no less than fair market value. Lessee may allow usage by private entities and person not having a profit motive ("**Private Not-for-Profit Users**") at less than fair market value. Examples of Private Not-for-Profit Users include parties holding weddings, memorials, and retirement parties. In addition, Lessee shall cap annual use of the Center by private entities and persons regardless of profit motive as follows. The annual number of events held at the Center by the combination of Private Profitable Users and Private Not-for-Profit Users may not exceed fifteen percent (15%) of the total number of events held at the Center in each fiscal year. Additionally, the annual number of events held at the Center by Private Profitable Users may not exceed ten percent (10%) of the total number of events held at the Center in each fiscal year. For purposes of this Section V.A.9, the total number of events held at the Center shall mean the aggregate of all individual rentals of the Center Theater and Lobby including rentals for Center Presents events, Center Co-Presents and similar program events, events held by resident artists and art organizations of the Center, other rentals to third-party non-profits, and rentals to third party private users, as calculated each fiscal year.

It is the general intent of this Lease to authorize the use of the Leased Premises primarily for legally permissible public purposes and not in substantial part for private profitable use by any individual or organization and to limit the extent to which the Leased Premises can be used to directly compete with retail merchants engaged in the same or similar activities. Additionally, the Leased Premises shall be kept open to and

made available to the public during normal business hours applicable to each wing thereof (with the understanding that the theatre wing may be closed during certain hours of the day), except in the event of a private function or event, or if a threat to life or safety arises.

Lessee agrees that Lessors may periodically review the uses of the Leased Premises to insure that un-authorized or legally impermissible uses are not occurring on the Leased Premises and Lessee will cooperate with reviews by providing Lessors with all information reasonably necessary for such reviews.

- (i) Annual Report. Since no person, group or organization may unlawfully benefit financially from the operations and activities upon the Leased Premises and all revenues generated thereon shall be used solely for the maintenance, upkeep, management and improvement of the Leased Premises, as well as subsidy of rental rates charges to non-profit, tax-exempt users of the Center and ticket prices charges to the general public for events at the Center, the Leased Premises must be made available primarily for the beneficial use and enjoyment of the general public for the purposes set forth herein, Lessee shall provide to Lessors annually a report detailing the activities at The Center for the previous fiscal year (the "Annual Report"). The Annual Report shall include the program of rents, admissions, fees and charges collected by Lessee over the prior fiscal year together with the general program of scheduling and uses of the Leased Premises by Lessee and those of its lawful sub lessees over the prior fiscal year. The Annual Report shall also include a summary of the amount of the number of events held by Private Profitable Users and Private Not-for-Profit Users (as described in Section V.A.9) versus the total number of events held at the Center in each fiscal year for purposes of ensuring compliance with Section V.A.9. Lessee's Annual Report for the fiscal year ended June 30, 2015, and is attached hereto as **Exhibit B** by way of example.
- (ii) Breach. In the event Lessors identify a breach in the terms of this Lease based on their review of an Annual Report, they shall notify Lessee in writing and state therein the specifics of the alleged breach. If the breach is of a nature that it can be cured, Lessee shall have sixty (60) days to cure the breach; provided however, if the breach is of a nature that it cannot be cured within sixty (60) days, Lessee shall have additional time to cure the breach provided cure is commenced promptly and diligently pursued to completion within a period not longer than six (6) months. If the breach is of a nature that it cannot be cured, Lessee shall, within sixty (60) days of receiving written notice of the breach, provide Lessors with a plan reasonably acceptable to Lessors that will ensure that the breach does not reoccur.

B. **Prohibited Uses of Premises.** Unless expressly authorized under Section V.A. above, all other uses shall be prohibited. Specifically, in furtherance of the foregoing and in keeping with the public ownership of the Leased Premises and the charitable purpose of Lessee, the following uses shall always be prohibited:

(i) Any users of the Center for “for-profit” activities (except as expressly permitted in Section V.A above or otherwise by the Lessors) must be charge for such usage at rates that are no less than market rates (it being understood that such rentals of the facility are to subsidize non-profit uses of the Center as described in Section V.A.9);

(ii) Any use of the Leased Premises that would be in violation of law, regulation or ordinance;

(iii) Commercial activities and/or merchandising except as expressly permitted in Section V.A. above or otherwise by the Lessors after conducting a public review; and

(iv) Exception - the regular use of the Leased Premises as a studio by private artists who sell their works created on the Leased Premises shall not be considered prohibited “for-profit” activities provided those activities do not negatively impact in any material manner the use of the Center by its non-profit, tax-exempt users or the general public. Appropriately limited use for artists-in-residence, traveling artists, or artists who reasonably require use of such premises to engage in substantial and continuous educational programs shall be permitted.

C. **Artistic Content.** All decisions concerning artistic content inside the Leased Premises will be made by Lessee; provided however, Lessee shall include a summary description of all temporary outdoor artistic displays held on the Leased Premises in the Annual Report.

D. **Alterations and Improvements.** No material alteration, addition, or improvement to the Leased Premises or Building Improvements shall be made by Lessee unless they comply with the FDP, the MDP, and all applicable planning and building codes and procedures. Additionally, should Lessee attempt to amend the FDP or MDP, which amendment would require approval by the Town of Jackson, Lessee shall also obtain written consent of Teton County for such amendment, which shall not be unreasonably withheld. The issuance of permits by the Town of Jackson shall not constitute authority for Lessee to proceed with such improvements without any further approval being required hereunder. Any alteration, addition, or improvement made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of Lessors upon the expiration or other sooner termination of this Lease, except for movable furniture and movable trade and theater fixtures (e.g. lighting, sound, and other similar equipment) which shall remain the property of Lessee or its subtenants.

- E. **Repair and Maintenance.** Lessee shall, during the term of this Lease and any extension thereof at, its sole expense, keep the Leased Premises and all Building Improvements thereon in good order and repair, reasonable wear and tear and damage by accidental fire or other casualty excepted. Lessee shall maintain all portions of the Leased Premises and Building Improvements in a clean and orderly condition.

Lessee shall give to the Lessors prompt written notice of any accident, or any defects in the Leased Premises or Building Improvements that may come to Lessee's notice.

- F. **Utilities.** Lessee shall pay all costs of installation and use for any and all utilities, which are utilized by Lessee in connection with Lessee's use and occupancy of the Leased Premises.

- G. **Right of Entry.** Lessors or its agents shall have the right to enter the Leased Premises at reasonable times upon reasonable notice to Lessee in order to examine the Leased Premises. The Town of Jackson, however, shall retain its authority and jurisdiction to enter onto the Leased Premises enforce and regulate matters set forth in the Municipal Code of Jackson, Wyoming, including but not limited to parking enforcement, which may be amended from time to time.

- H. **Insurance.** Lessee will obtain and keep in force during the term hereof and any renewal term, a comprehensive general liability insurance policy in an amount deemed sufficient by the Lessors up to a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate during the initial term of this Lease. Periodically, Lessors may require an increased amount of insurance based upon changes in relevant cost of living indexes. The Lessors, specifically the Town of Jackson and Teton County, shall be named as an additional insureds under such policy. Lessee shall deposit with the Lessors certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately above, shall provide that the same may not lapse or be canceled without at least thirty (30) days prior notice to Lessors.

In the event that Lessee shall fail to deliver to the Lessors certificates of all such insurance obtained, or copies of policies thereof, Lessors may cause such insurance to be issued and bills for the premiums therefore shall be rendered by the Lessors to Lessee, and may be charged by the Lessors as rent due and payable immediately under this Agreement.

Lessee agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Lessee shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises to the Lessors.

Lessee will also obtain and keep in force during the term hereof and any renewal term,

casualty insurance in an amount not less than the replacement cost of the improvements located on the Leased Premises. The Lessors, specifically the Town of Jackson and Teton County, shall be named as additional insureds under the casualty policy. In the event of damage to or destruction of the improvements located on the Leased Premises the Lessors and Lessee agree to apply the proceeds of such insurance to the repair of such damage or to the reconstruction of the improvements.

- I. **Liens** Except as set forth in Section VI. A. below, Lessee shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Lessee, and indemnify and save the Lessors and the premises and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof. If any such lien shall at any time be filed against the Lessee's interest in the Leased Premises or this Lease, the Lessee shall either cause the same to be discharged of record within 20 days of the date of the filing of the same, or if the Lessee, in its discretion and in good faith, determines that such lien should be contested, the Lessee shall furnish such security as shall be necessary or required to prevent any foreclosure against the Lessee's interest in the Leased Premises during the pendency of such contest. If the Lessee shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Lessors resulting from such default, the Lessors may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Lessors to subject the Lessors to liability under any mechanics or other lien law.
- J. **Damage To Premises.** If any of the Building Improvements on the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity, such damage shall be repaired to the extent reimbursed by the insurance maintained on the Leased Premises.
- K. **Indemnification.** Lessee shall indemnify the Lessors, and save them harmless from and against any and all claims, actions, damages, liability and expenses, including legal fees and costs, in connection with any matter arising out of the use or development of the Leased Premises, including, but not limited to the loss of life, personal injury, or damage to property occurring on the Lease Premises, so long as the same were not proximately caused by the acts of the Lessors or their contractors, agents, employees, or servants.
- L. **Leased Premises.**
 - (i) Lessee shall be responsible for and shall pay before delinquency, all municipal, county or state assessments during the term of this Lease against the Building Improvements and any leasehold interest or personal property of any kind,

owned by or placed in upon or about the Leased Premises by Lessee.

(ii) The Lessor shall not be liable for any damage or loss to property of Lessee or of others located on the Leased Premises by theft or otherwise. The Lessor shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property or the public. All property of Lessee or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee.

- M. **Taxes.** To the extent any taxes are charged with respect to the Leased Premises and are not exempt from taxation under W.S. §39-11-105(a)(xxvi) and (xxvii), Lessee will be responsible to pay such taxes when due.
- N. **Subleasing.** Except as set forth herein, Lessee may not sublease, grant any concessions, or permit any other fixed or regular occupancy or activities or uses to be made of the Leased Premises by any other person, or organization without the prior written approval of Lessors. Lessee may, without the prior approval of Lessors, sublease or rent space within the Leased Premises to (i) other non-profit tax exempt organizations dedicated to promotion of performing and fine arts and allied fields (ii) individual artists and arts groups on a temporary basis so long as any for-profit activities of such individuals or groups are incidental to performances, exhibits, or educational activities occurring within the Leased Premises, and (iii) other entities dedicated to the arts or education. Any agreement entered into by the Lessee for the use of the Leased Premises by a third-party and having a duration of two (2) weeks or less shall be considered a license and shall not be subject to requirements of this Section V.N. Lessee shall include in the Annual Report a list of all sublessees and other users of the Leased Premises whose use of the Leased Premises is of a duration of more than two (2) weeks together with the rental rates charged to those parties.
- O. **Outdoor Operating Hours.** Outdoor events in the amphitheater or events in which the amphitheater doors are open shall end by 10:00 p.m. All other events in the outdoor areas shall end by 9:00 p.m. unless the Town of Jackson approves and issues a Special Event Permit with an alternate end time for said event.

VI. **Conditions.**

- A. **Assignment; Encumbrances.** Except as set forth herein, Lessee shall not assign, mortgage, hypothecate, transfer or otherwise encumber the Leased Premises, the Building Improvements, this Lease or any interest therein, without the written consent of the Lessor in each instance. Notwithstanding the foregoing, Lessors hereby permit an existing Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 15, 2004, given by Lessee to First Interstate Bank, as modified by a Modification of Mortgage dated August 5, 2014 (the "Leasehold Mortgage"). The Leasehold Mortgage encumbers Lessee's leasehold interest in this Lease and secures a Promissory Note in favor of First Interstate Bank dated March 15, 2004 (the "Promissory Note").

The balance due to First Interstate Bank as of the Effective Date of this Lease is approximately \$1.5 million. Lessee shall not take additional draws under the Promissory Note and shall pay the balance due as expediently as commercially reasonable.

B. **Termination** Lessors may terminate this lease for any of the following reasons:

- (i) Lessee ceases to exist or becomes bankrupt or insolvent and incapable of performing the day to day management and administration of the Leased Premises in a manner reasonably acceptable to Lessors;
- (ii) Lessors identify a curable breach in the terms of this Lease upon their review of an Annual Report and Lessee fails to cure such breach within sixty (60) days following receipt of written notice of such breach; provided however, if the breach is of a nature that it cannot be cured within sixty (60) days, then, provided Lessee promptly and diligently pursues remedy of the breach, the cure period shall be extended to six (6) months;
- (iii) Lessors identify a non-curable breach in the terms of this Lease upon their review of an Annual Report and Lessee fails to provide to Lessors, within sixty (60) days following receipt of written notice of the breach, a plan reasonably acceptable to Lessors that will ensure the breach does not reoccur;
- (iv) Lessee's designation as a public charity exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1986 is revoked by the United States Department of the Treasury and Lessee fails to have such designation reinstated within one (1) year thereafter; or
- (v) Lessee fails to materially comply with any of its other obligations hereunder and fails to cure such breach within sixty (60) days following receipt of written notice of such breach; provided however, if the breach is of such a nature that it cannot be cured within sixty (60) days, then, provided Lessee promptly and diligently pursues remedy of the breach, the cure period shall be extended to six (6) months.

In the event Lessors lawfully terminate this Lease the parties will negotiate in good faith concerning arrangements to allow Lessee's approved subtenants to continue to use the subleased Building Improvements on a fair and equitable basis.

C. **Surrender.** Upon the termination of this Lease, or any renewal thereof, Lessee shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, excepting moveable furniture and moveable trade fixtures. All property and improvements of Lessee not removed at the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of the Lessors. Additionally, upon termination of this lease, Lessee shall provide Lessors all architectural and engineering drawings, plans, and specifications related to the Leased Premises and

Building Improvements and such shall become the property of Lessors.

- D. **Holding over.** Should Lessee hold possession hereunder after the expiration of the lease term and/or renewal lease term hereby created with the consent of the Lessors, Lessee shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified unless otherwise agreed to in writing and shall be assessed a monthly rental amount at the local fair market rental amount for the Leased Premises, as determined by Lessors, which shall be paid to the Lessors.
- E. **Right of First Refusal.** In the event that the Lessors desire to sell any part of the Leased Premises during the initial term or any renewal term hereof, Lessee shall, if it is not currently in default, have a right of first refusal to purchase such property by matching the price and terms of any bona fide offer for the purchase of such property which the Lessors desires to accept. The Lessors shall give Lessee written notice of any such offer, and Lessee shall have ninety (90) days after notice thereof within which to elect to exercise Lessee's right of first refusal. Lessee shall exercise Lessee's right of first refusal by giving the Lessors written notice of such election. The purchase shall be closed within one-twenty (120) days after Lessee gives notice of Lessee's exercise, upon a date agreed upon by parties. In the event that the parties cannot agree upon a date for closing, the closing shall be held at Lessee's office, on the 121st day following Lessee's exercise of Lessee's right of first refusal. If such date falls on a weekend or a holiday the closing shall take place on the next business day thereafter. Lessee shall receive a credit against the purchase price in the amount of the actual costs incurred by Lessee in constructing the Building Improvements located on the Leased Premises, which is the subject of the right of first refusal, minus the local fair market rental of that portion Leased Premises for the period the lease was in effect. Any buyer of the property, other than the Lessee, shall take the property subject to the terms of this Lease.
- F. **Mediation/Arbitration.** Any disputes arising from or out of this Lease or the use of the Leased Premises by Lessee or others will be resolved according to the following procedures:
- (i) Mediation. The parties involved in the dispute will first seek to resolve dispute may request the retention of any impartial and unbiased mediator to assist the parties and the other party will engage in the mediation process in good faith. In the event the parties cannot agree upon the identity of the mediator within 20 days after the request for a mediator, then any party may request the Ninth Judicial District Court to appoint an impartial and unbiased mediator. Unless waived by the parties to the dispute, any court-appointed mediator must have professional mediation training and experience.
- (ii) Arbitration. If the mediator is not successful in assisting the parties to resolve the dispute, then the parties shall have the option (a) to jointly authorize the mediator to decide the dispute and be bound by that decision, or (b) to request binding arbitration in accordance with the Wyoming Uniform Arbitration Act and Arbitration Rules (unless otherwise mutually agreed, if any party opts for arbitration, the mediator

shall not serve as an arbitrator), or (c) proceed with any other appropriate legal action available under Wyoming law.

(iii) Notwithstanding the foregoing, no issue may be arbitrated, nor may any decision made by any arbitrator be enforced, which violates the legal or constitutional prohibitions upon delegation of duties or authorities of a governing body of a governmental agency, or which permits any act, occurrence or state of affairs which is not permissible under the law applicable to Towns, Counties or Joint Power Boards, and their property.

VII. **Miscellaneous.**

No party shall assign or in any way transfer their rights or obligations, nor shall they substitute another party in their place or otherwise subcontract their rights or obligations without the express written consent of the other party.

In performing this Lease, the parties shall comply with all applicable Federal, Wyoming, and local laws, ordinances, rules and regulations. By entering this Lease, Teton County and Town of Jackson do not intend to waive any applicable defenses or immunities.

The party entitled to the benefit thereof may waive any term or condition of this Lease in writing at any time, and any term or condition may be modified.

The laws of the State of Wyoming shall be applied in the interpretation, execution, and enforcement of the Agreement. Venue under this Agreement shall be the Ninth Judicial District, Teton County, Wyoming.

This Lease may be amended only in writing, signed by all parties and specifically designated as an amendment to this Lease.

In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, unforeseen and not self-created delays in governmental permitting or restrictive governmental laws or regulations, riots, wars, acts of God or other reasons of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

Unless there are terms herein contained to the contrary, time is of the essence.

This Lease shall not be construed against the party preparing it, but shall be construed as if all parties prepared this Lease. There is no intention to create any third party beneficiaries to this Lease.

This Lease shall be binding upon and inure to the benefit of the parties hereto and to their permissible assigns.

This Lease shall be recorded in the Office of the Teton County Clerk, Jackson, Wyoming.

Notice to the parties under this Lease shall be made to the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

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

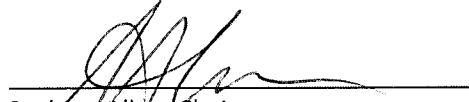
Community Center for the Arts
Attn: Executive Director
P.O. Box 860
Jackson, WY 83001

(signatures follow)

Approval and Execution

IN WITNESS WHEREOF, the parties have executed this agreement effective the 15th day of June, 2016 (the **Effective Date**).

Teton County, State of Wyoming

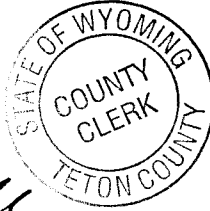


Barbara Allen, Chair
Board of County Commissioners
Teton County, Wyoming

Attest:



Sherry L. Daigle, Teton County Clerk



Town of Jackson

Sara Flitner, Mayor

Attest:

Roxanne DeVries Robinson,
Town of Jackson Deputy Clerk

Community Center for the Arts

Donald Opatrny, Chairman
Board of Directors

Jennifer Felsing, Secretary
Board of Directors

Approval and Execution

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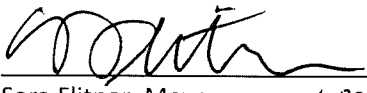
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Attest:

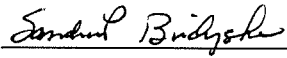
Sherry L. Daigle, Teton County Clerk

Town of Jackson

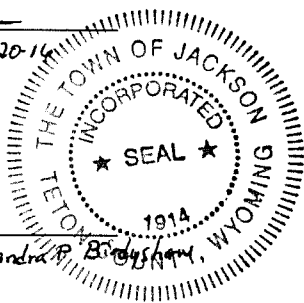


Sara Flitner, Mayor

Attest:



Roxanne DeVries Robinson, Sandra P. Bridgman,
Town of Jackson Deputy Clerk



Community Center for the Arts

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Board of Directors

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Teton County, Wyoming

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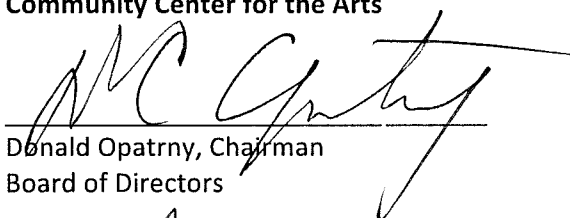
Town of Jackson

Sara Flitner, Mayor

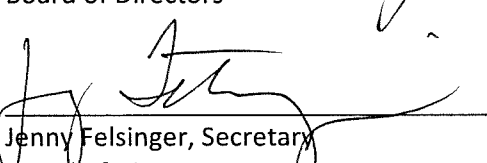
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Roxanne DeVries Robinson,
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Community Center for the Arts

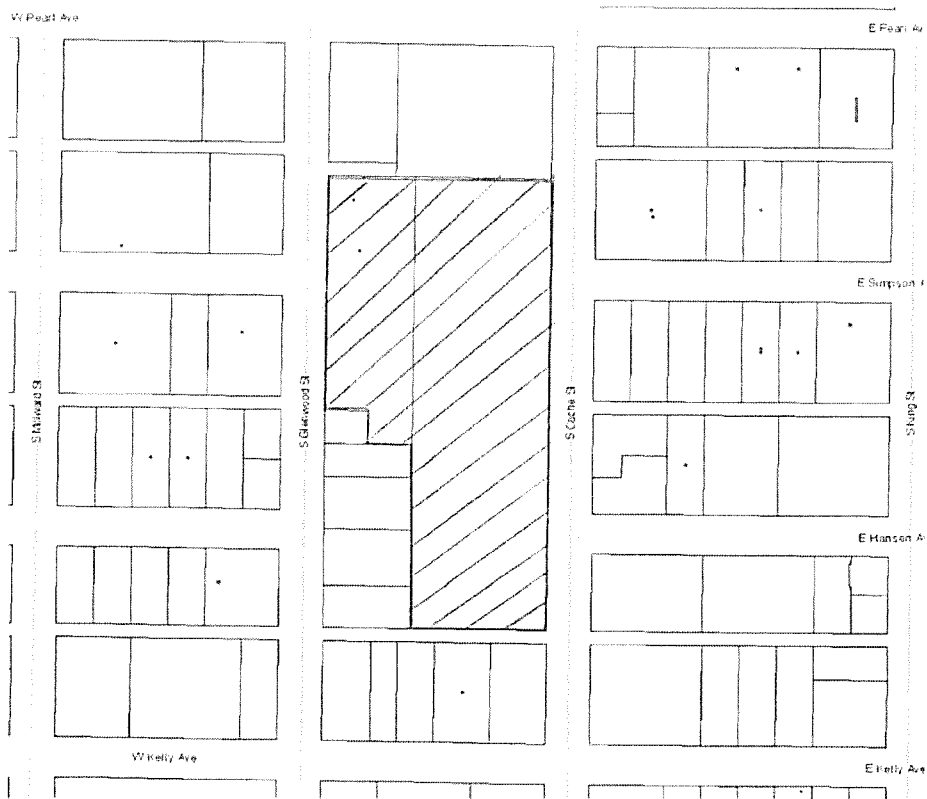


Donald Opatrny, Chairman
Board of Directors



Jenny Felsing, Secretary
Board of Directors

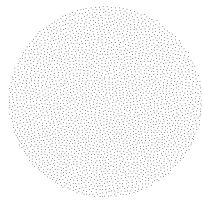
RESTATED LEASE AGREEMENT
Exhibit A – Leased Premises



 = Leased Premises

Restated Lease Agreement

Exhibit B – Annual Report (follows)



THE CENTER

HIGHLIGHTS FROM AN OUTSTANDING YEAR July 1, 2014 - June 30, 2015

The following document is intended, in sum, to provide a snapshot of The Center between July 1, 2014 and June 30, 2015. The Center has enjoyed a banner year. In collaboration with our Resident Partners and others, our theater was busy over 150 nights with events ranging from spoken word to dance to music to film. Over 10,000 students enjoyed a wide variety of classes, seminars, and workshops.

The Center has become an epicenter of cultural activity in Jackson Hole. To ensure the continuation of this creative process, our Board of Directors met this summer to review our strategic plan and envision what we'd like to accomplish in the next 3-5 years. The overarching objective was to prioritize the goals of the strategic vision with respect to balanced finances, programming, and long-term vision for the campus.

The Center is a not-for-profit organization. Any operating surplus is directed to costs including depreciation. Depreciation is not currently covered by operations.

THE CURRENT CENTER BOARD OF DIRECTORS (January 2016)

Don Opatrny, Chair
Patty Lummis, Vice Chair
Jenny Felsing, Secretary
Valerie G. Brown, Treasurer

Agnes Bourne
Hal Burroughs
Peggy Gilday
JJ Healy
Amanda Moore
Jim Moses
Larry Perlman
Steve Ryan
Lisa Samford
Keith Stoltz
Clare Payne Symmons
Bill Waterman
Brenda Wylie
Nona Yehia

THE CENTER STAFF

Martha Bancroft, Director

Ponteir Sackrey, President of The Center Fund

Anne Bradley, Marketing Director

Willi Brooks, Front of House Manager & Volunteer Coordinator

Michael Dowda, Facility Operations Director

Ron Gessler, Facilities Maintenance Manager

Pamela Kearns, Receptionist

Allie Knetzger, Digital Marketing Strategist

Anne Ladd, Development Assistant & Board Liaison

Kathryn Lopez, Customer Service Manager

Shannon McCormick, Programming Director

Patrick Millard, Technical Director

Carrie Richer, Development Associate & Art in Public Spaces Coordinator

Tim Sandlin, Front Desk

Stephanie Shankland, Staff Accountant

Dana Tully, Grants Associate

Doug Vogel, Technical Coordinator

THE CENTER SNAPSHOT

The following information is pertinent to The Center's activity:

- The average ticket price for all events ticketed through The Center Box Office is \$25.06 (not including The Center's Annual Benefit)
- Resident organizations employ more than 150 full-time and part-time employees
- 800 volunteers support resident organizations
- 725 classes, seminars, performances and other community activities
- 25,000 people participate in programming at The Center
- 11,000 student visits are served onsite
- 50,000 people per year visit the Center Theater
- Approximately 125,000 people visit The Center annually
- The Center Theater seats 525
- The Center Theater Lobby is 2500 sq. ft.

CENTER RESIDENTS

The following is a list of our 19 Residents and accompanying total square footage provided them at The Center.

<u>Residents</u>	<u>Sq. footage</u>	<u>Annual Rent</u>
Art Association of Jackson Hole	10,564	\$154,321
Cathedral Voice	101	\$2,092
Center of Wonder	118	\$2,444
Central Wyoming College	3,192	\$56,806
Dancers' Workshop	9,734	\$150,436
Jackson Hole Chorale	96	\$696
Jackson Hole Community Band	96	\$655
Jackson Hole Community Radio	1,220	\$21,753
Jackson Hole Public Art	110	\$2,278
Jackson Hole Wildlife Film Festival	1,270	\$26,302
Jackson Hole Writers Conference	110	\$2,278
Off Square Theatre Company	1,842	\$28,007
pARTners	250	\$5,503
Teton County Education Foundation	110	\$0
University of Wyoming Outreach School	1,454	\$22,963
Wyoming Humanities Council	119	\$2,464
Jackson Community Theater	(no long term lease)	\$0
Jackson Hole Symphony Orchestra	(no long term lease)	\$0
Jazz Foundation of Jackson Hole	(no long term lease)	\$0
Total	30,386	\$478,998

CENTER RESIDENT LEASE RATES

The 2015 annual lease rate for 1-year leaseholders was \$20.71 per built square foot for administrative space, \$14.30 per built square foot for studio and classroom space, and \$6.82 per built square foot for storage space.

Initiated in 2014, Residents were given the option of a 5-year lease term. If Residents opted for the 5-year lease term, their lease rates increased 10% during the first year, and CPI plus 1% during the subsequent years. The 2015 annual lease rates for Residents who exercised this option in 2014 are as follows: \$21.93 per built square foot for administrative space, \$15.16 per built square foot for studio and classroom space, and \$7.23 per built square foot for storage space. Residents who exercised the 5-year lease rate option in 2015 paid the following annual lease rates: \$22.01 per built square foot for administrative space, \$15.20 per built square foot for studio and classroom space, and \$7.25 per built square foot for storage space.

Total space occupied and rented by Residents	Total common area space	Total space at The Center available to Residents	Average rent paid by Residents for occupied space	Average rent paid by Residents for total space
30,386 sq. ft.	25,753 sq. ft.	56,139 sq. ft.	\$15.92 sq. ft.	\$8.62 sq. ft.

Residents occupy and rent approximately 30,000 sq. ft. of The Center. Additionally, Residents have access to roughly 26,000 sq. ft. of common areas. The common areas do not include the theater, lobby, dressing rooms, costume shop, and music rooms. Residents pay on average \$16.00 per sq. ft. for occupied space. When common areas are factored into the overall square footage available, Residents’ rates are approximately \$9.00 per square foot.

CENTER PROGRAMMING

The Center offered 29 programs, including Center Presents, Co-Presentations, and Center Theater Gallery openings. The Center hosted 26 free events, and Residents offered approximately 725 classes.

CENTER PROGRAMMING	No. of events	%	Avg. Ticket Price	Avg. Ticket and Rent Revenue
Center Presents	11	38%	\$48	\$21,674
Co-Presents	10	34%	\$18	\$16,649
Theater Gallery	8	28%	\$0	\$461
Total	29	100%	\$33	\$38,784

CENTER PRESENTS EVENTS	Avg. Ticket Price
Hootenanny	\$8.00
Peter Sagal	\$45.00
Chris Isaak	\$107.50
Michael Moschen	\$22.00
David Sedaris	\$75.00
James McMurtry	\$31.00
Marc Cohn	\$42.00
Bill Nye	\$45.00
Alejandro Escovedo	\$50.00

Ani DiFranco	\$49.50
Billy Collins	\$52.00
AVERAGE TICKET PRICE:	\$47.90

The table below compares the Center Presents 2014/2015 Profit & Loss with the Center Presents 2015/2016 Profit & Loss budget. During the 14/15 fiscal year, Center Presents production expenses were \$63,500 greater than Center Presents production revenue. To make up the difference, The Center collected contributions from business sponsors. A similar situation is expected in 15/16, where a loss of \$30,000 is anticipated. Fundraising will be required to help Center Presents productions break even.

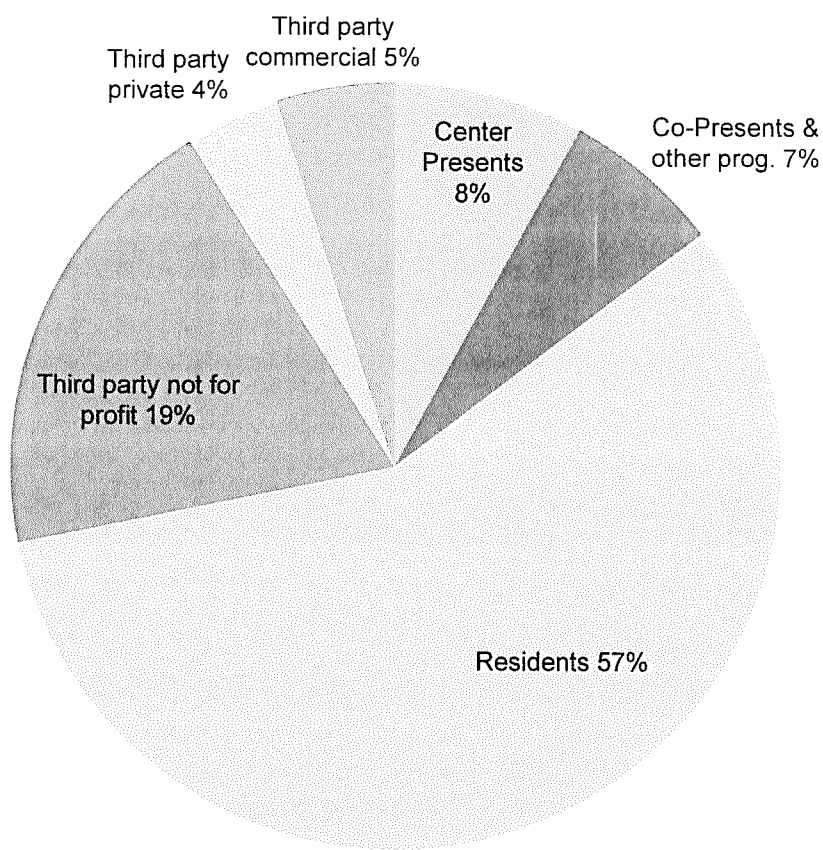
	2014/2015 Actual	2015/2016 Budget
Center Presents Ticket Revenue	\$210,000	\$357,373
General Theater Revenue	\$24,779	\$26,000
Total Revenue	\$234,779	\$383,373
Artist Fees	\$139,750	\$225,000
Hospitality	\$3,117	\$6,250
Lodging and Transportation	\$9,360	\$11,000
Service Contractors	\$16,053	\$24,000
Supplies and Misc.	\$1,385	\$2,000
ASCAP Fees	\$773	\$2,000
Payroll	\$86,000	\$92,623
Ticket Expenses	\$6,678	\$2,500
Marketing and Advertising	\$35,208	\$48,000
Total Expenses	\$298,323	\$413,373
Ordinary Income (Loss)	(\$63,554)	(\$30,000)
Sponsorship Underwriting	\$180,735	\$216,000
NET INCOME (LOSS) INCLUDING SPONSORSHIP UNDERWRITING	\$117,191	\$186,000

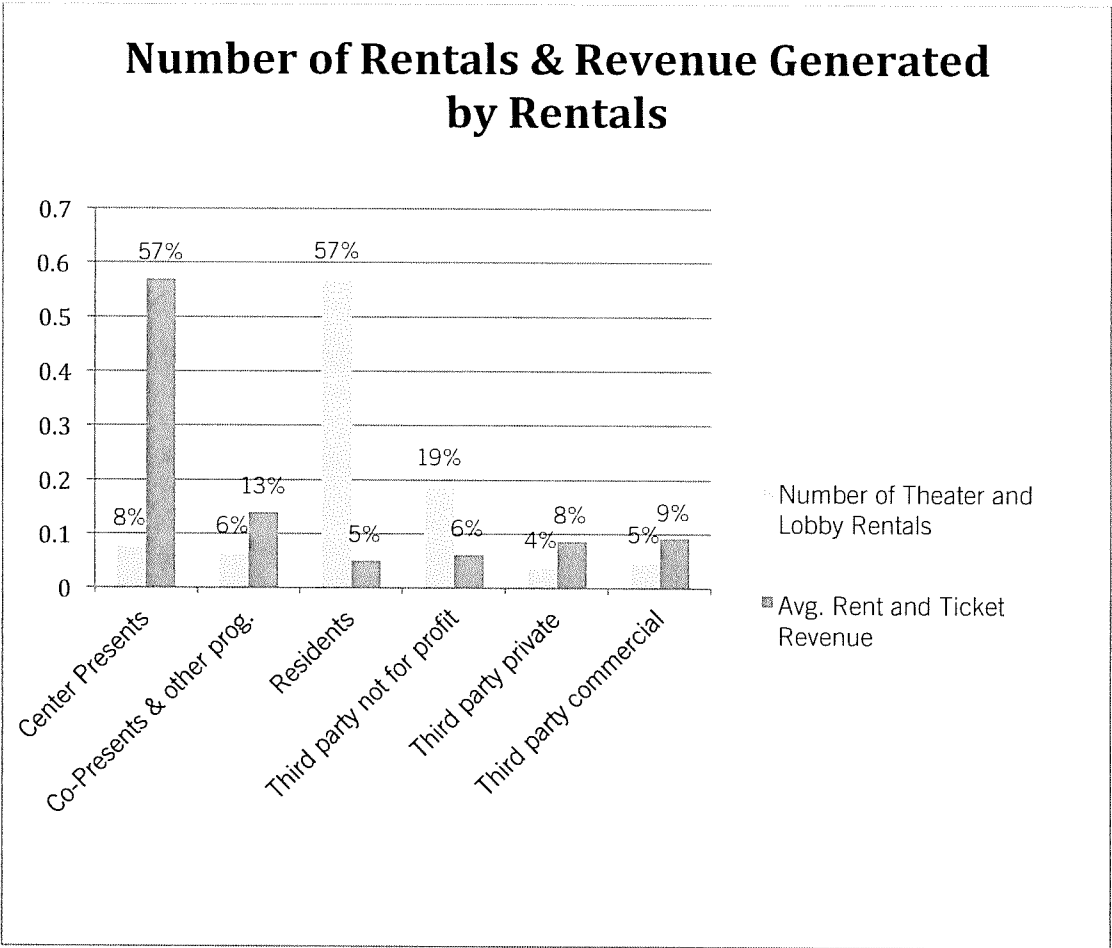
CENTER THEATER AND LOBBY

- The Center Theater and Lobby were in use 150 nights.
- The Center, through Center Presents and Co-Presentations, hosted 21 events or which represents 15% occupancy.
- Our Residents utilized the theater and lobby for 86 days of 57% of the time.
- Third-party rentals accounted for 43 theater or lobby uses or 28% of the overall usage.
- Within the third-party rental Theater and Lobby uses, 29 events were not for profit. 6 events were private, and 8 events were commercial.

CENTER THEATER AND LOBBY	No. of events	%	Avg. Ticket Price	Avg. Ticket and Rent Revenue
Center Presents	11	8%	\$51	\$21,674
Co-Presents & other prog.	10	7%	\$16	\$5,300
Residents	86	57%	\$31	\$1,912
Third-party not for profit	29	19%	\$64	\$2,341
Third-party private	6	4%	\$0	\$3,302
Third-party commercial	8	5%	\$18	\$3,478
Total	150	100%		\$38,008

Number of Theater & Lobby Rentals





CENTER THEATER AND LOBBY EVENT	Name of Presenting Organization(s)	Avg. Ticket Price
"Addicted to Life" film premier (1 day)	Perfect Moment Entertainment and Center for the Arts	\$15.00
D-Generation (1 day)	St. John's Medical Center and Center for the Arts	No CFA ticket charge
MET Opera: Carmen (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: The Marriage of Figaro (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: The Tales of Hoffman (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: Lady of the Lake (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: Macbeth (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: The Merry Widow (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
MET Opera: The Master Singers of Nuremberg (1 day)	Grand Teton Music Festival and Center for the Arts	\$18.00
Macbeth (1 day)	University of Wyoming Cultural Programs and the Center for the Arts	No CFA ticket charge

Art Heist (1 day)	Art Association of Jackson Hole	No CFA ticket charge
WhoDunnit? (1 day)	Art Association of Jackson Hole	No CFA ticket charge
The Beatles and Broadway (1 day)	Cathedral Voices Chamber Choir	No CFA ticket charge
Heartbeats (1 day)	Cathedral Voices Chamber Choir	No CFA ticket charge
Music in Harmony (1 day)	Cathedral Voices Chamber Choir	No CFA ticket charge
The Sing-Off (1 day)	Cathedral Voices Chamber Choir	No CFA ticket charge
The Barn Bash (1 day)	Center of Wonder and JenTen Productions	\$13.00
Video Blitz (1 day)	Center of Wonder and 1% for the Tetons	\$8.00
Culinary Conference (1 day)	Central Wyoming College	No CFA ticket charge
Nurse's Graduation Ceremony (1 day)	Central Wyoming College	No CFA ticket charge
Pitch Day (1 day)	Central Wyoming College and Silicon Couloir	No CFA ticket charge
Bill T. Jones (7 days)	Dancers' Workshop	\$20.00
Contemporary Dance Wyoming (4 days)	Dancers' Workshop	\$35.00
In a Nutshell (5 days)	Dancers' Workshop	\$20.00
Mo'mix (2 days)	Dancers' Workshop	\$35.00
New York City Ballet Moves (7 days)	Dancers' Workshop	\$65.00
Nutcracker with Eugene, Oregon Ballet (5 days)	Dancers' Workshop	\$35.00
"Peter and the Wolf" film (1 day)	Dancers' Workshop and Russian Club	No CFA ticket charge
Progress Performance (4 days)	Dancers' Workshop	\$5.00
Jazz Foundation Spring Concert (1 day)	Jazz Foundation of Jackson Hole	No CFA ticket charge
JH Community Band Spring Concert (1 day)	JH Community Band	No CFA ticket charge
JH Community Band Winter Concert (1 day)	JH Community Band	No CFA ticket charge
JH Symphony Winter Concert (1 day)	JH Symphony Orchestra	No CFA ticket charge

Writer's Conference (4 days)	JH Writer's Conference	No CFA ticket charge
"The Unseen Janis" film (1 day)	JH Writer's Conference	\$10.00
"Born to be Wild" event (1 day)	JH Wildlife Film Festival	\$25.00
"Far from Home" event (1 day)	JH Wildlife Film Festival	\$15.00
The Fly Fishing Film Tour (1 day)	JH Wildlife Film Festival	\$10.00
Tahoe Adventure Film Festival (1 day)	JH Wildlife Film Festival and Tahoe Adventure Film Festival	\$15.00
TEDx (1 day)	JH Wildlife Film Festival	\$20.00
Traps, Tracks and Trails (1 day)	JH Wildlife Film Festival and Wyoming Untrapped	\$8.00
Wild and Scenic Film Festival (1 day)	JH Wildlife Film Festival	\$10.00
Wyoming PBS Film Presentation (1 day)	JH Wildlife Film Festival	No CFA ticket charge
KHOL Membership Reception (1 day)	JH Community Radio	No CFA ticket charge
"Clybourne Park" (1 day)	Off Square Theatre Company	\$10.00
I 2 Can Ski Forever (2 days)	Off Square Theatre Company	\$20.00
Laff Staff (10 days)	Off Square Theatre Company and Laff Staff	\$8.00
Madame X Gala	Off Square Theatre Company	No CFA ticket charge
"Mercy/The CRC Project" (1 day)	Off Square Theatre Company and Community Resource Center	\$10.00
"Most Deserving" (7 days)	Off Square Theatre Company	\$26.00
"The Lion in Winter" (1 day)	Off Square Theatre Company	\$10.00
"Thoroughly Modern Millie Junior" (2 days)	Off Square Theatre Company	\$15.00
2 nd Graders Performance	pARTners	No CFA ticket charge
"iThemba" film	University of Wyoming Outreach School	No CFA ticket charge
Old Bill's Kick-Off (1 day)	Community Foundation of Jackson Hole	No CFA ticket charge
An Evening with Anne Frank's Stepsister (1 day)	Chabad of Wyoming	\$50.00
The Intertribal Sports Summit (1 day)	Future Positiv Project	No CFA ticket charge
"The Grand Rescue" film (1 day)	Grand Teton National Park Foundation	\$16.00
Nicholas Kristof and Sheryl Wu Dunn (1 day)	Interconnections 21	\$23.00

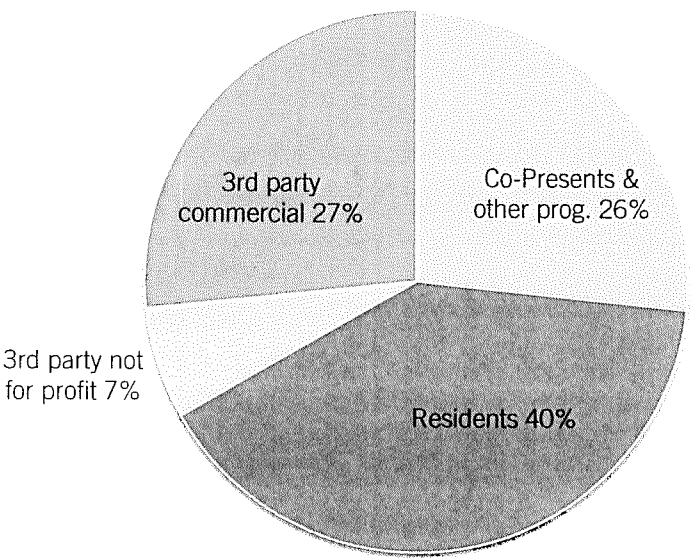
Tracy Kidder (1 day)	Interconnections 21	\$18.00
Town of Jackson Centennial Event (1 day)	JH Chamber of Commerce	No CFA ticket charge
JH Community School High School Graduation (1 day)	JH Community School	No CFA ticket charge
Conservation Alliance reception (1 day)	JH Conservation Alliance	No CFA ticket charge
"What Happened in Gaza" (1 day)	JH Jewish Community	No CFA ticket charge
"Make Hummus, Not War" (1 day)	JH Jewish Community	No CFA ticket charge
Lacrosse Club Kick-Off Party (1 day)	JH Lacrosse Club	NO CFA ticket charge
Nature Mapping Potluck (1 day)	JH Wildlife Foundation	No CFA ticket charge
Winterfest Wine Tasting and Silent Auction (1 day)	Masonic Club of Jackson Hole	\$25.00
"PAWS" film (1 day)	PAWS of Jackson Hole	No CFA ticket charge
SHIFT Festival (5 days)	SHIFT Jackson Hole	\$73.00
Daniel Goleman (1 day)	St. John's Medical Center	\$18.00
"Moonlight on the Mountains" silent auction (1 day)	St. Jude's Children Research Hospital	No CFA ticket charge
High School Prom (1 day)	Teton County School District	No CFA ticket charge
Model UN (1 day)	Teton County School District	No CFA ticket charge
Summit High School Graduation (1 day)	Teton County School District	No CFA ticket charge
Young Author's Award Ceremony (1 day)	Teton County School District	No CFA ticket charge
White Party (1 day)	Teton County Search and Rescue and Jackson Hole Mountain Resort	\$14.00
Town of Jackson Mayor's Thank You event (1 day)	Town of Jackson	No CFA ticket charge
Town of Jackson public workshop (1 day)	Town of Jackson	No CFA ticket charge
Stephen Adamson's Memorial Service (1 day)	Adamson Family	No CFA ticket charge
David Carlin's Memorial Service (1 day)	Carlin Family	No CFA ticket charge
Alan Hirschfield's Memorial Service (1 day)	Hirschfield Family	No CFA ticket

		charge
JH Art Auction (4 days)	JH Art Auction	No CFA ticket charge
Wedding reception (1 day)	Jade McIntosh	No CFA ticket charge
Wedding reception (1 day)	Kate Kool	No CFA ticket charge
Anne and Pete Sibley concert (1 day)	Joe Fletcher, Manager	\$18.00
Private Reception (1 day)	John Tozzi	No CFA ticket charge
"Best of JH" Party (1 day)	Planet Jackson Hole	No CFA ticket charge
Avalanche Awareness Night (1 day)	Skinny Skis and Teton County Search and Rescue	No CFA ticket charge
"Mr. Plant" film (1 day)	Volcom Clothing Company	No CFA ticket charge

THE CENTER PARK
The Center Park was in use for 15 events.
The Center was the primary user for 4 of those events, with Residents utilizing the park on 6 occasions, and third-party events representing 5 usage events.
Overall, The Center occupied Center Park 26% of the time, with Residents representing 40% of the park usage, and 3rd party rentals accounting for 34% of the overall usage.

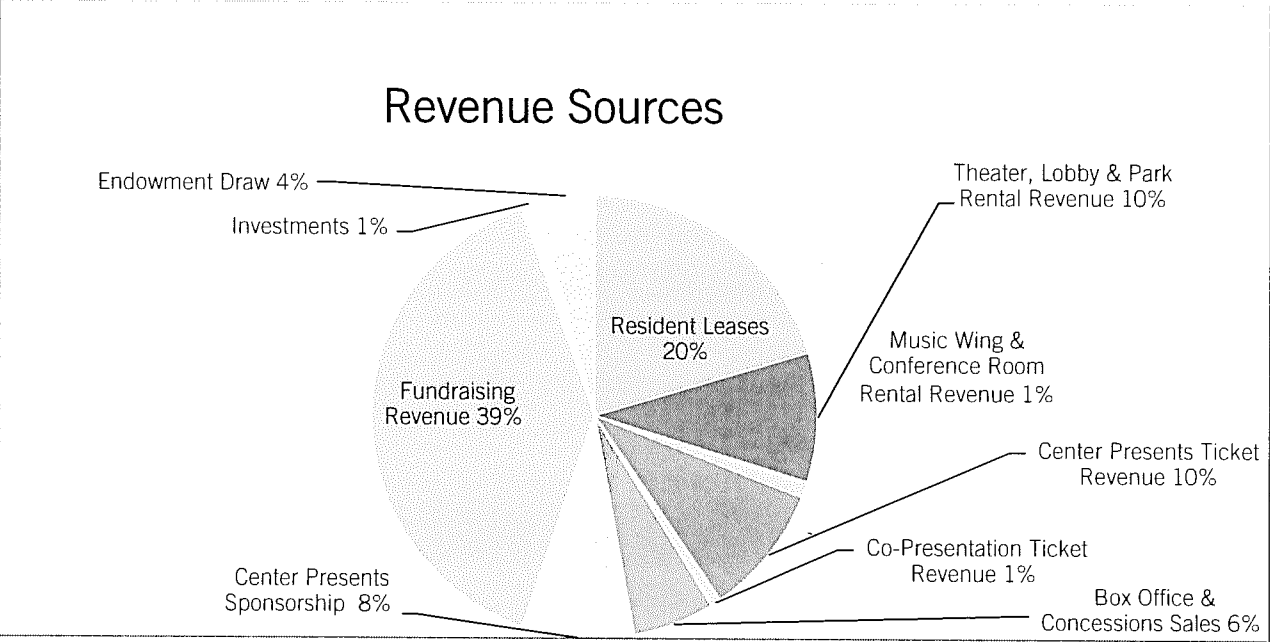
CENTER PARK	No. of events	%
Co-Presents & other prog.	4	26%
Residents	6	40%
3rd party not for profit	1	7%
3rd party commercial	4	27%
Total	15	100%

Number of Center Park Rentals

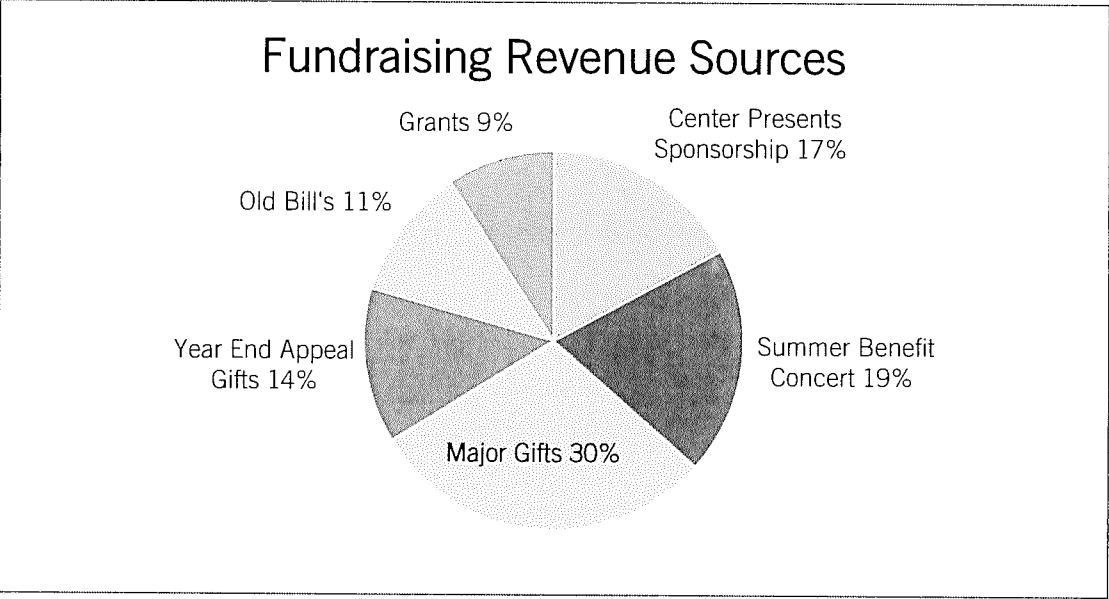


CENTER PARK EVENTS	Name of Presenting Organization	Avg. Ticket Price
Thin Air Shakespeare (4 days)	Off Square Theatre Company and Center for the Arts	No CFA ticket charge
Contour Festival (6 days)	Center of Wonder	No CFA ticket charge
Tuxes and Tails (1 day)	PAWS of Jackson Hole	No CFA ticket charge
Rocky Mountain Economic Summit (1 day)	Hero Partners	No CFA ticket charge
Rocky Mountain Energy Summit (2 days)	Hero Partners	No CFA ticket charge
The Grand Rescue (1 day)	Zions Bank	No CFA ticket charge

THE CENTER'S REVENUE SOURCES



THE CENTER FUND'S REVENUE SOURCES



THE CENTER FUNDRAISING HISTORY

Capital fundraising for the building

Early efforts to build the Center began in the late 1990's and it was constructed in two phases; the educational wing opened in 2005 and the Center Theater opened in 2007.

To build each wing, The Center was successful in raising \$31.1M in gifts and pledges. (\$13M for the education wing and \$18.1M for the theater). Several of these major gifts were pledged over multiple years, however, and during the second phase in 2007 it was necessary to borrow \$6.7M to meet short-term obligations. Most of the multi-year gifts were received and thereby eliminated \$4.7M of the debt. Unfortunately, due to the economic recession in 2008 several major pledges were either reduced or cancelled. Thus, The Center was unable to repay the loan in full and was left with \$2.5M in debt. In 2014 a concerted effort was launched to pay it down and just \$1.5M remains.

Total fundraising, including capital projects and overall operations

In addition to the educational and theater wings, The Center has raised substantial monies to fund our overall operations. Lease income from our Resident Partners and Third Party rental fees fall woefully short of meeting our budgetary needs. Contributed income is essential to sustaining our financial health. To date, we have raised \$34,340,179, as outlined below.

<u>Tax year</u>		
2015	\$1,412,400	Projected budget year ending June 30, 2016
2014	\$1,859,981	
2013	\$1,499,047	
2012	\$706,149	
2011	\$884,164	
2010	\$892,504	
2009	\$488,695	
2008	\$638,983	
2007	\$7,639,181	Includes \$6.7M borrowed capital
2006	\$5,819,075	Contributions for capital campaign
2005	\$12,500,000	Contributions for capital campaign
	<u>\$34,340,179</u>	

GIFT SPLITS

Capital \$31.1M
Operating \$1.78M
Endowment \$1.461M

SOURCE DATA

Form 990

Bank loan statements

Center Financial Statements

SUMMARY OF CAPITAL DEBT

In 2014, The Center made a concerted effort to pay down our capital debt and indeed made significant progress. The debt has been reduced to \$1.5M from its high of \$6.7M several years ago.

SUMMARY OF LINE OF CREDIT FOR PROGRAMMING

The Center procured a \$200,000 line of credit intended to cover artist advances if required. To date, The Center has not drawn upon this line of credit.

SUMMARY OF NEIGHBOR RELATIONS

In the midst of the extensive programming as outlined in this document, one neighbor of The Center has registered a complaint regarding increased activity in The Center Park. This individual expressed concern about amplified sound and vehicle parking.

SUMMARY OF MASTER PLANNING

The Center has completed a master planning exercise; no major construction is scheduled.

Attachments:

FY end June 30, 2015 Financial Statement - REDACTED / To J

Center for the Arts FY end June 30, 2015 Short Term Rental Rates

Center for the Arts current Short Term Rental Rates

**Center for the Arts
Short-term Rental Rates
2014.2015 Fiscal Year**

Space	Residents Current Rate (inclusive)	Non-profit non- residents Current Rate (inclusive)	Commercial Current Rate (inclusive)	Private Current Rate (inclusive)
Center Theater July - September				
Full Day	\$1,700.00	\$2,350.00	\$4,100.00	\$5,600.00
Half Day	\$1,150.00	\$1,850.00	\$2,850.00	\$3,100.00
Lobby Only	\$950.00	\$1,400.00	\$2,650.00	\$3,900.00
Tech/Rehearsal Day	\$750.00	\$1,200.00	\$1,200.00	n/a
Catering Fee	\$300.00	\$500.00	\$500.00	n/a
Center Theater October - June				
Full Day	\$1,700.00	\$2,100.00	\$3,600.00	\$5,100.00
Half Day	\$1,150.00	\$1,600.00	\$2,600.00	\$2,600.00
Lobby Only	\$950.00	\$1,150.00	\$2,250.00	\$3,400.00
Tech/Rehearsal Day	\$750.00	\$950.00	\$950.00	n/a
Catering Fee	\$300.00	\$500.00	\$500.00	n/a
Conference Room				
Full Day	no charge	\$200.00	\$400.00	\$400.00
Hour	no charge	\$25.00	\$50.00	\$50.00
Glenwood Lobby				
Full Day	no charge	\$200.00	\$400.00	\$400.00
Hour	no charge	\$25.00	\$50.00	\$50.00
Gravel Courtyard				
Full Day	\$200.00	\$200.00	\$400.00	\$400.00
Hour	\$25.00	\$25.00	\$50.00	\$50.00
Center Tent (by Black Box)				
Full Day	\$500.00	\$500.00	\$1,000.00	\$1,000.00
Hour	\$65.00	\$65.00	\$125.00	\$125.00
Center Park Tent Site				
Full Day	\$500.00	\$500.00	\$1,000.00	\$1,000.00
Center Amphitheater				
Full Day	\$500.00	\$500.00	\$1,000.00	\$1,000.00
Hour	\$65.00	\$65.00	\$125.00	\$125.00
Grass Terrace & Boardwalk				
Full Day	\$300.00	\$300.00	\$500.00	\$500.00
Hour	\$45.00	\$45.00	\$65.00	\$65.00
Large Ensemble Room				
Full Day	\$200.00	\$200.00	\$500.00	\$500.00
Hour	\$25.00	\$25.00	\$65.00	\$65.00
Small Ensemble Room				
Full Day	\$120.00	\$120.00	\$400.00	\$400.00
Hour	\$15.00	\$15.00	\$50.00	\$50.00
Practice Room #2				
Full Day	\$75.00	\$75.00	\$160.00	\$160.00
Hour	\$10.00	\$10.00	\$20.00	\$20.00

Center for the Arts
Short-term Rental Rates
Effective 10.1.15

Space	Residents New Rate Effective 10.1.15	Non-profit non- residents New Rate Effective 10.1.15	Commercial New Rate Effective 10.1.15	Private New Rate Effective 10.1.15
Center Theater July - September				
Full Day	\$1,785.00	\$2,514.50	\$4,510.00	\$6,160.00
Half Day	\$1,207.50	\$1,979.50	\$3,135.00	\$3,410.00
Lobby Only	\$997.50	\$1,498.00	\$2,915.00	\$4,290.00
Tech/Rehearsal Day	\$787.50	\$1,284.00	\$1,320.00	n/a
Catering Fee	\$315.00	\$535.00	\$550.00	n/a
Center Theater October - June				
Full Day	\$1,785.00	\$2,247.00	\$3,960.00	\$5,610.00
Half Day	\$1,207.50	\$1,712.00	\$2,860.00	\$2,860.00
Lobby Only	\$997.50	\$1,230.50	\$2,475.00	\$3,740.00
Tech/Rehearsal Day	\$787.50	\$1,016.50	\$1,045.00	n/a
Catering Fee	\$315.00	\$535.00	\$550.00	n/a
Conference Room				
Full Day	no charge	\$214.00	\$440.00	\$440.00
Hour	no charge	\$26.75	\$55.00	\$55.00
Glenwood Lobby				
Full Day	no charge	\$214.00	\$440.00	\$440.00
Hour	no charge	\$26.75	\$55.00	\$55.00
Gravel Courtyard				
Full Day	\$210.00	\$214.00	\$440.00	\$440.00
Hour	\$26.25	\$26.75	\$55.00	\$55.00
Center Tent (by Black Box)				
Full Day	\$525.00	\$535.00	\$1,100.00	\$1,100.00
Hour	\$68.25	\$69.55	\$137.50	\$137.50
Center Park Tent Site				
Full Day	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
Center Amphitheater				
Full Day	\$525.00	\$535.00	\$1,100.00	\$1,100.00
Hour	\$68.25	\$69.55	\$137.50	\$137.50
Grass Terrace & Boardwalk				
Full Day	\$315.00	\$321.00	\$550.00	\$550.00
Hour	\$47.25	\$48.15	\$71.50	\$71.50
Large Ensemble Room				
Full Day	\$210.00	\$214.00	\$550.00	\$550.00
Hour	\$26.25	\$26.75	\$71.50	\$71.50
Small Ensemble Room				
Full Day	\$126.00	\$128.40	\$440.00	\$440.00
Hour	\$15.75	\$16.05	\$55.00	\$55.00
Practice Room #2				
Full Day	\$78.75	\$80.25	\$176.00	\$176.00
Hour	\$10.50	\$10.70	\$22.00	\$22.00

June 30, 2023

Dear Mayor and Town Council:

We're writing on behalf of the neighborhood residents immediately surrounding the Center for the Arts park to request a lease amendment from the Town Council to set a clear limit for amplified sound in the park to protect the peace and enjoyment of our homes during the months of May-October. A total of 12 households immediately adjacent to the Center park have been involved in discussions with the Center about sound volumes and other issues related to outdoor use of the park over the past two years, including 16 individuals. Most of us agree that the current volume of amplified sound is intolerable.

WE ARE REQUESTING a lease amendment that states that amplified sound be limited to 55 decibels for events at all hours, day and night, in conformance with the 2021 Land Development Regulations and the Town's goals for existing residential neighborhoods and a "livable" downtown. We are requesting that the use of the park conform to this 55 dBA limit at all times, with up to 5 exceptions over the course of each year as may be permitted by Special Event Permits issued by the Town. We request that these five exceptions be limited to arts events (not private weddings, etc.) that can demonstrate to the Town that 80 dBA is necessary for the performance. (dBA is decibel levels adjusted for human hearing.) We are also requesting a 9:00 PM cut-off for all amplified sound events.

A lease amendment is necessary because we have been requesting a reduction of sound levels in the park since September 2021. Our repeated requests have been denied. This background is summarized below. It has been proven, over the past 21 months of discussion, that the Center will not reduce outdoor sound levels voluntarily and will not maintain reduced sound levels unless it is clearly required in their lease with Town and County. An email from Executive Director Marty Camino is attached stating their intention to continue operations "as is", with approximately 60 amplified events over the course of the summer months. We believe that no established residential neighborhood should be asked to tolerate this level and frequency of amplified sound.

This letter provides our rationale for this request as well as background about the current use of the park and its impact on our neighborhood.

Rationale for this Request

There are six reasons for this request.

1) There is a strong Town & County commitment to protect and respect the character and cohesiveness of existing residential neighborhoods. There is a commitment "to promote public health, safety and the quiet enjoyment of life for residents." This problem is occurring on Town and County property.

2) The number and volume of amplified outdoor events at the Center has increased from 4-6 in 2018 and 2019, as reported in the Center's Annual Report to Town and County, to more than 60 amplified events in 2021 and 2022 (a more than 10-fold increase), hugely increasing the impact of amplified sound on our established neighborhood.

3) The volume of many of these events is or exceeds 80 dBA, which causes an intolerable burden on our neighborhood during the summer months. Windows rattle in our homes and we cannot have conversations outdoors. For one recent example, the volume of the Center's gala on June 26, 2023, for just one minute of the 1-1/2 hour concert, had a high of 92 dBA and an average of 83 dBA,

recorded from more than 50 feet from the stage. This was recorded on a neighbor's sound meter and evidence can be presented.

4) As an existing residential neighborhood, we have repeatedly asked the Center staff and Board leadership for a Good Neighbor policy that included limitations on volume of amplified sound and have repeatedly been told that the Center is not willing to adopt such a policy. (On more than one occasion, the response of Center staff is that we "should go camping" when their events take place.)

5) When the Center for the Arts was being planned, there was repeated comments from neighbors about use of the park and, at that time, promises were made that it would not be used as a venue for loud music and that the Center would minimize impacts on the neighborhood. This promise is being broken.

6) There are serious adverse health impacts related to recurring exposure to high-volume noise, as recently reported in the NY Times. (See Attachment C)

Applicable Regulations

The current lease requires that the Center conform to all local laws and ordinances

B. **Prohibited Uses of Premises.** Unless expressly authorized under Section V.A. above, all other uses shall be prohibited. Specifically, in furtherance of the foregoing and in keeping with the public ownership of the Leased Premises and the charitable purpose of Lessee, the following uses shall always be prohibited:

(i) Any users of the Center for "for-profit" activities (except as expressly permitted in Section V.A above or otherwise by the Lessors) must be charge for such usage at rates that are no less than market rates (it being understood that such rentals of the facility are to subsidize non-profit uses of the Center as described in Section V.A.9);

(ii) Any use of the Leased Premises that would be in violation of law, regulation or ordinance:

The 2021 Land Development Regulations 6.4.3 set a 55 dBA limit for our NH-1 zoning and they state that "when a non-residential activity is contiguous to a residential zone, the residential zone standard shall govern." Events that are amplified to 55 dBA levels are not disturbing to the neighborhood.

It is important to note that there is a Town Noise Ordinance, Ord. 150, 1b dating from **1972** (9.44.01), that limits noise to 80 dBA from all sources other than vehicles. The Center has been citing this ordinance in their defense of many 80 dBA events. However, in the 2021 Land Development Regulations section 1.6.4, regarding conflicts with other Town codes and regulations, it states that "If a provision of these Land Development Regulations is inconsistent with a provision found in other adopted codes or ordinances of the Town, the more restrictive provision shall govern."

Chronology

July 21, 2021 -- Letter to Town Administrator Larry Pardee and Board of County Commissioner Alyssa Watkins from Center neighbor Audrey Hagen reporting that there were 30 amplified sound events at the Center park in July, 2021 alone and requesting that the use of the Center park align with management policies governing other public parks. The letter also cited the Town's vision "to have a vibrant and

livable downtown for Jackson residents" and requested a lease amendment to govern the number and volume of amplified sound events at the Center park. There was no reply.

September 14, 2021 -- Email to Center's Executive Director Marty Camino requesting a meeting with neighbors to discuss a Good Neighbor policy and specifically to discuss sound levels following a summer of a greatly increased number of amplified sound events.

October 13, 2021 -- Meeting with neighbors asking for a Good Neighbor policy and limitation of high-volume amplified sound events. The neighborhood proposed a **goal for this Good Neighbor policy**: "We want to see the park used by the community and the Center for the Arts operate a vibrant outdoor space, but operated with respect for the neighborhood context." Minutes of the meeting were sent to Mr. Camino with no substantive response until January 27, 2022.

Present:

Event Presenters in the Center Park 2021: Center for the Arts, Off-Square Theater, Grand Teton Music Festival , Dancers' Workshop, Slow Foods of the Tetons/ Farmer's Market

Immediate Neighbors: 12 households (16 individuals) with homes located immediately around Center park (names available upon request)

The neighborhood subsequently heard from several of the presenters saying they would respond to our concerns, but we did not hear immediately from Center for the Arts.

January 27, 2022 -- Mr. Camino responded that he understood neighbor concerns and would take action to be sure neighborhood was informed about the summer schedule of events.

February, 2022 - April, 2022 -- Email correspondence with neighbors emphasizing that the main issue is the volume at 80 dBA. Mr. Camino responded that he was not willing to discuss volume.

April 13, 2022 -- Neighborhood meeting with Center Board and staff members, also attended by Town Council member Jonathan Schechter. There were indications that action would be taken by the Center, but no action was taken.

May 3, 2022 -- Mr. Camino asked Candra Day, one of the neighborhood representatives, to stop communicating with him via email or in person and directed her to communicate only with the Chair of the Board of Directors, David Hopkins.

May 5, 2022 -- Letter to Town Council about sound volume from Audrey Hagen, representing the neighborhood. No reply.

June 30, 2022 -- Guidelines that the Center provided for prospective users of the park stated that the allowed sound level limit was 80 dBA or a Special Noise Permit was required for any event in excess of 80 dBA. The guidelines set a 10 PM cut-off for events in the Amphitheater and 9 PM elsewhere in the park.

October 22, 2022 -- Neighbors received an email from Mr. Camino (**Attachment A**) which stated that, during the summer of 2022, the Center "hosted over 60 outdoor events over the period from May to October" and that "the amount, and types, of outdoor events hosted this year is generally what can be expected in years to come." The email also stated that the agreement to convene meetings with neighbors at the end of the summer would not be continued and neighbors were invited to submit comments by email.

Following this email, no more meetings with neighbors took place and the neighbors were told to take their concerns to Jackson Town Council and the Teton County Board of County Commissioners.

April 16, 2023 -- On behalf of the neighborhood, Candra Day wrote an email to the Board of Directors of Center for the Arts requesting review of the policies governing use of the park and response to neighbors' request for a Good Neighbor policy. The letter noted that this is the third year in which this request was made to the Center. No reply.

April 17, 2023 -- At the request of neighbors, the issue of a "Center for the Arts Comprehensive Lease Review Scoping" was on the Town Council agenda, with the result that staff was directed to review the lease conditions. Several neighbors commented that a full lease review is not being requested by the neighbors and that the focus of concern is on sound levels generally and, specifically, the number of events of high volume that are allowed. The next hearing on this issue is scheduled for August 21, 2023.

Comparables

We believe that the use of this public park should align with the management policies for other Teton County public parks, where sound levels are not allowed to impact existing residential neighborhoods.

The 55 dBA restriction is comparable to the rules in many similar towns. Summary of research about other towns is attached as **Attachment B**.

In the local case of Snake River Ranch, a Conditional Use Permit was approved by the Teton County Board of County Commissioners in 2015 to allow a total of eight events at **55 dBA**. In 2016, neighbors protested that sound levels were intolerable, disturbed the enjoyment of their homes and reported that sound levels spiked to 70 dBA. In 2017, a modification of their Conditional Use Permit required that the Ranch hire a 3rd-party sound monitoring company that monitors sound from beginning to end of every event and reports results annually to Teton County for every event. No events are allowed for the month of August and for a total of 5 weeks during the summer months. All events reported by the 3rd-party sound monitor for 2018 were below 55 dBA, with the exception of one 15-minute anomaly.

In conclusion, we are requesting that the Town Council amend the Center for the Arts lease to conform to the Land Development Regulations restricting sound volume to 55 dBA. We are also requesting that up to five events be allowed up to a maximum of 80 dBA, with an appropriate review by Town and the approval of a Special Event Permit. We also request a 9:00 PM cut-off for all amplified sound events. We want to emphasize that a lease amendment is necessary as the Center has shown that they will not otherwise conform to these standards. Please consider whether a 3rd-party monitor should be required for events up to 80 dBA.

Thank you very kindly for your consideration of this request. We are also making this request to the Teton County Board of County Commissioners as joint landlords.

Sincerely yours,

Candra Day, 340 S. Glenwood

Audrey and Rody Hagan, 15 East Hansen

on behalf of all the neighbors surrounding the Center park on three sides.

ATTACHMENT A

Email from Marty Camino on Oct 21, 2022, following more than a year of discussions with neighbors.

From: Marty Camino <marty@jhcenterforthearts.org>
Subject: Outdoor Events at Center for the Arts | Oct 21, 2022
Date: October 21, 2022 at 4:31:17 PM MDT
To: undisclosed-recipients;;

Greetings,

With snow in the forecast for the weekend, we have reached our final outdoor events update for the year.

Today was the beginning of the annual Snow & Avalanche Workshop presented by Teton County Search & Rescue Foundation. Activities continue tomorrow, including an outdoor vendor fair throughout the day. The attached document provides more details on outdoor activities, which are subject to change in response to the weather.

On behalf of all of us at Center for the Arts, I want to thank each of you for your support over the last several months. We hope these biweekly updates have allowed you to feel more prepared for and informed about the rich diversity of events happening on our campus. **We hosted over 60 outdoor events over the 6-month period of May through October** (our BOLD added), during which our community gathered, connected, and celebrated the arts in its many forms. Although these events are not without impact to surrounding residents and businesses, the positive effects for our broader community are immeasurable.

Cumulatively, all of these events are vital to our mission to serve as a community hub for arts and culture. I personally took great pleasure in seeing just about every one of you at one event or another over the last several months. There is truly something for everyone here at The Center!

The amount, and types, of outdoor events hosted this year is generally what can be expected in years to come. (our BOLD added). Please note there will always be some degree of variation year over year due to the nature of event planning and the sheer number of community partners we work with. Similarly, you can continue to expect enhanced communication efforts such as these regular emails.

Finally, this fall we have implemented a new system for receiving feedback which we think will positively contribute to improved communication between you, our neighbors, and The Center leadership. Rather than hosting an open-forum meeting this fall, we invite you to submit any comments you have via email to <feedback@jhcenterforthearts.org>. Your input will be reviewed by both board and staff so be sure to let us know what you enjoyed most, what could be improved, and any constructive recommendations you may have.

Thank you all again, and wishing you the best until we are next in touch.

Marty

Marty Camino (he/him/his)
Executive Director

P 307.734.8956 x115

C 307.433.4431

PO BOX 860
240 SOUTH GLENWOOD
JACKSON, WYOMING 83001

MISSION: to connect our creative community by providing a dedicated campus, supporting excellent programming, and nurturing a collaborative spirit.

ATTACHMENT B SAMPLE NOISE ORDINANCES

Laramie, WY

8.40.030 - Permissible noise levels.

A.

A noise measured or registered as provided above in this chapter from any source other than as provided in [Section 8.40.080](#) at a level which is equal to or in excess of the db(A) established for the time period and zones listed in this section, is declared to be excessive and unusually loud and is unlawful.

	7am—7pm	7pm—7am
Residential	55	50
Commercial	60	55
Light Industrial	70	65
Industrial	80	75
Zone	Seven a.m. to next seven p.m. (in db(A))	Seven p.m. to next seven a.m. (in db(A))

Casper, WY

	Residential	Business	Commercial	Industrial
Day	55	60	70	80
Night	50	55	65	75
Table 8.20.040				
LIMITING NOISE LEVELS FOR USE DISTRICT				
Maximum permissible sound pressure levels in decibels dB (A)				
Day 7:00 a.m.—9:00 p.m.				
Night 9:00 p.m.—7:00 a.m.				
	Residential	Business	Commercial	Industrial

Mammoth Lakes, CA

Table 4.11-1 Exterior Noise Limits

Receiving Land Use Category	Time Period	Rural/Suburban	Suburban	Urban
One and Two Family Residential	10 p.m. – 7 a.m.	40	45	50
	7 a.m. – 10 p.m.	50	55	60
Multiple Dwelling Residential	10 p.m. – 7 a.m.	45	50	55
	7 a.m. – 10 p.m.	NA	NA	NA
Public Space	7 a.m. – 10 p.m.	50	55	60
Limited Commercial Some Multiple Dwellings	10 p.m. – 7 a.m.	55	NA	NA
	7 a.m. – 10 p.m.	60	NA	NA
Commercial	10 p.m. – 7 a.m.	60	NA	NA
	7 a.m. – 10 p.m.	65	NA	NA
Light Industrial	Anytime	70	NA	NA
Heavy Industrial	Anytime	75	NA	NA
Source: Town of Mammoth Lakes, <i>Municipal Code</i> , March 19, 2008.				
Note: The classification of different areas of the community in terms of environmental noise zones shall be determined by the noise control officer, based upon assessment of community noise survey data. Additional area classifications should be used as appropriate to reflect both lower and higher existing ambient levels than those shown. Industrial noise limits are intended primarily for use at the boundary of industrial zones rather than for noise reduction within the zone				

Laguna Beach, CA

7.25.040 Exterior noise standards.

(A) The following exterior noise standards, unless otherwise specifically indicated, shall apply to all properties within a designated noise zone.

Allowable Exterior Noise Level⁽¹⁾

Noise Zone	Type of Land Use	Allowed Equivalent Noise Level, Leq. ⁽²⁾	
		7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
I	Residential	60 dBA	50 dBA
II	Commercial	65 dBA	65 dBA
III	Residential portion	65 dBA	55 dBA
IV	Downtown specific plan area— CBD1, CBD2, CBD visitor commercial, CBD central bluffs & civic arts district	70 dBA	70 dBA
V	Other uses	70 dBA	60 dBA

⁽¹⁾ If the ambient noise level exceeds the resulting standard, the ambient noise level shall be the standard.

(2) Measurements for compliance are made on the affected property. (See Section 7.25.150 for details.)

(B) It is unlawful for any person at any location within the incorporated area of the city to create noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, which causes the noise level when measured on any other property, to exceed either of the following:

(1) The noise standard for the applicable zone for any fifteen-minute period;
(2) A maximum instantaneous (single instance) noise level equal to the value of the noise standard plus twenty dBA for any period of time (measured using A-weighted slow response).

(C) In the event the ambient noise level exceeds the noise standard, the maximum allowable noise level under such category shall be increased to reflect the maximum ambient noise level.

(D) The noise zone III standard shall apply to that portion of residential property falling within one hundred feet of a commercial property or use, if the noise originates from that commercial property or use.

(E) If the measurement location is on a boundary between two different noise zones, the lower noise level standard applicable to the noise zone shall apply. (Ord. 1448 § 1, 2005).

Estes Park, CO

Section 5. Maximum Permissible Noise Levels:

a

b A noise measured or registered in the manner provided in Section 6 below from any source at a level which is in excess of the db(A) established for the time period and land uses listed in this section is hereby declared to be excessive and unusually loud and is unlawful.

c

d In the hours between 7:00 a.m. and the next 7:00 p.m., the noise levels permitted in this section may be increased by ten db(A) for a period not to exceed fifteen minutes in any one hour period.

	Maximum Noise [db(A)] 7:00 a.m. to <u>next 7:00 p.m.</u>	Maximum Noise [db(A)] 7:00 p.m. to <u>next 7:00 a.m.</u>
<u>Land Uses</u>		
Residential property	55 db(A)	50 db(A)

Aspen, CO

Maximum noise level by Zone District

Zone District	Nighttime (11:00 p.m. to 7:00 a.m.)	Daytime (7:00 a.m. to 11:00 p.m.)
Residential	50 dBA	55 dBA
Commercial	60 dBA	65 dBA
Lodging	55 dBA	60 dBA

Maximum vehicle noise levels

Type of Vehicle	Noise level for speed 35 mph or less	Noise level for speed over 35 mph
10,000 lbs or more	86 dBA	90 dBA
Less than 10,000 lbs	82 dBA	86 dBA

Vail, CO

D. Allowable Limits: The following shall be the allowable noise limits for the time periods and zones specified:

Zoning Designation Of Property On Which Source Of Noise Is Located	Maximum Number Of Decibels Permitted From 7:00 A.M. To 11:00 P.M.	Maximum Number Of Decibels Permitted From 11:00 P.M. To 7:00 A.M.
All residential zones excepting HDMF	55 decibels	50 decibels
Commercial plus HDMF	65 decibels	60 decibels
Industrial service zones	80 decibels	75 decibels

ATTACHMENT C

This June 9, 2023 article in the NY Times is detailed coverage of the impact of noise on human health, especially as high decibels affect the rates of cardiovascular disease and heart attacks. The article states that every increase of 10 dBA of recurring noise above 35 dBA has a significantly increasing impact on health.

<https://www.nytimes.com/interactive/2023/06/09/health/noise-exposure-health-impacts.html>



ADMINISTRATION DEPARTMENT

August 4, 2023

RE: Council Review of Noise Concerns at the Center for the Arts

The Jackson Town Council will be reviewing the Center for the Arts lease and municipal code provisions as they relate to outdoor sound at the August 21, 2023 regular Town Council workshop. The meeting will be held in the Council Chambers of the Town Hall located at 150 East Pearl Avenue and the meeting begins at 1:30 PM.

This agenda item is currently listed as the second item on the agenda, and timing of this item depends on how quickly Council moves through other items on the agenda. Public comment will be taken on this item and public comment can be given in several different ways.

Via Email: Public comment can be given by sending an email to the Town Council. The Council email address is electedofficials@jacksonwy.gov.

In Person at the Council Meeting: For items listed on an agenda, public comment will be called for after the item is presented and is limited to 3 minutes. Directions for public comment at the Council meeting are below:

- Line up when the Mayor calls for Public Comment.
- State your full name clearly for the record before your comment.
- Address your comments to the Mayor and Town Council.
- Speak for 3 minutes or less.
- Take your seat after commenting.
- Please refrain from clapping or expressing verbal support or dissent for other comments.

Virtually at the Council Meeting: When the Mayor calls for public comment, please use the raise hand feature in Zoom in order to be recognized by the Mayor. The Mayor will then unmute you and you will be able to make your public comment. Public comment is limited to 3 minutes.

The staff report for this item and any attachments will be posted on the Town's website by August 14 at 12:00 PM and can be accessed at the following address: <https://www.jacksonwy.gov/491/Agendas-Minutes>.

Please reach out with any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roxanne Robinson".

Roxanne Robinson
Assistant Town Manager



6.4.3. Noise.

All uses shall conform with the following standards.

- A. **Maximum Noise.** Noises shall not exceed the maximum sound levels prescribed in the table below, beyond the site boundary lines, except that when a nonresidential activity in contiguous to a residential zone, the residential zone standard shall govern.

Noise Level Restrictions	
Zone	Maximum Permitted Sound Level
R, MHP, NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1	55 DBA
All other zones	65 DBA

B. **Exceptions.**

1. **General.** Noises of vehicles, home appliances, and chain saws in private use, occasionally used safety signals, warning signals, emergency pressure relief valves, and temporary construction operations shall be exempt from the requirements of this Section.
2. **Limited Exception/Limited Interval of Time/One Day.** The maximum permitted sound level may be exceeded by ten DBA for a single period, not to exceed 15 minutes, in any one day.
3. **Impact Noises.** For the purposes of this Section, impact noises are those noises whose peak values are more than six DBA higher than the values indicated on the sound level meter, and are of short duration, such as the noise of a forging hammer or punch press. For impact noises, the maximum permitted sound level may be exceeded by 10 DBA.

- C. **Measurement.** Noise shall be measured with a sound level meter meeting the standards of the American National Standards Institute (ANSI S1.4-1961) "American Standard Specification for General Purpose Sound Level Meters." The instrument shall be set to the A-weighted response scale and the meter to the slow response. Measurements shall be conducted in accord with ANSI S1.2-1962 "American Standard Method for the Physical Measurement of Sound" (or most current standards). Measurements may be made at any point along a zone boundary or site boundary line.

(Ord. 1197, 7-18-2018)

12.28.050 Special Event Permit—Application procedure—Filing period.

- A. A person or organization seeking a Special Event Permit in or upon a street, alley, sidewalk, Public Building or a Public Park shall file an application with the Town Clerk on forms prepared by the Town Manager or designee. The forms provided by the Town Clerk shall require information reasonably necessary to make a fair determination as to whether a Special Event Permit should be issued.
- B. Special Event applications shall be filed with the Town Clerk at least 21 days prior to the date that a Special Event is proposed to be conducted. The Town Clerk shall determine if the application is complete or requires Town Council approval.
 - 1. Applications requesting Town Council exemption from Town of Jackson Municipal Code 6.40.050 prohibiting the consumption of Alcoholic Beverages in George Washington Memorial Park shall not be accepted or processed by the Town Clerk.
 - 2. Any application filed less than 21 days before the date such Special Event is proposed to be conducted shall be subject to any conditions or restrictions deemed necessary by Town Council, or the Town Manager or designee. Such conditions or restrictions may be placed on the application prior to or after Town Council approval until such time the application and any other application associated with the Special Event may be fully reviewed by all Town Departments, Teton County Fire Department, Parks and Recreation Department, Pathways Department, and other agencies.
- C. The Town Council shall approve or deny all Special Event Permit applications and related additional permits or applications, which are filed less than 21 days before the date such Special Event permit is proposed to be conducted or are new Special Event Permit applications. The following Special Event Permit applications may be approved at the Staff level:
 - 1. Applications for Special Events that have been previously approved by the Town Council in prior years and no significant or material changes are requested.
 - 2. Applications in which all potentially impacted Town, County and Joint departments have reviewed the application and signed off on the Special Event.
 - 3. Applications in which the anticipated or estimated number of attendance/participants is 250 people or less.
 - 4. Applications involving only minor changes to a previously approved Special Event (e.g. a date change).
- D. If the Applicant's event constitutes Expressive Activity within the meaning of this chapter, or the Applicant asserts that the proposed event constitutes Expressive Activity within the meaning of this chapter, application shall be subject to the review of the Town Attorney.
- E. Once a Special Event application is complete, the Town Clerk shall circulate and refer the application to all Town departments, Teton County Fire Department, Parks and Recreation Department and Pathways Department for their comments, suggestions for conditions of approval and estimate of fees for services of Town personnel as a condition of approval for the Special Event.
- F. Fees. The fees for each Special Event Permit application submitted to the Town shall be in an amount established by resolution.
- G. Additional permits or applications may be required for submission with a Special Event Application, including, but not limited to:
 - 1. A Malt Beverage or Catering Permit pursuant to Wyoming State Statutes if seeking to sell Alcoholic Beverages at a Special Events. All sales of Alcoholic Beverages shall be in compliance with Title 6 of Town of Jackson Municipal Code and Wyo. Stat. Ann. ch. 12.

-
2. A Sign Permit if temporary banners or signs will be utilized. All signs shall be in accordance with Division 4600 of the Land Development Regulations.
 3. A temporary or transient merchant and exposition license applications if goods will be sold at the Special Event. All sales of goods shall be in compliance with Title 5 of this Municipal Code with the exception of Sponsorship listed in 12.28.050(K) of this section.
- H. Noise. Any Special Event which generates noise from any source exceeding 80 decibels as measured under Section 9.44.040 of this Municipal Code requires permission from the Town Council as part of the Special Event application. Such noise is not permitted beyond the Special Event parameters approved by Town Council, plus any conditions or restrictions to the Special Event including, but not limited to event location, date and hours of operation. Special Event Applicants may conduct post-event production such as breaking down equipment and cleaning up from the Special Event until midnight on the day of the Special Event provided that the Applicant utilize minimal production lighting and equipment which does not generate noise exceeding 80 decibels as measured under Section 9.44.040 of this Municipal Code.
- I. Permission and/or permits may also be required from other state or local organizations, including, but not limited to the following:
1. Wyoming Department of Transportation permit (e.g. to close any state highway);
 2. Teton County Fire Department (e.g. fireworks permit; tents);
 3. Teton County Parks and Recreation Department (e.g. use of equipment);
 4. Teton County Health Department (e.g., temporary food service permit);
 5. Teton County Pathways Department;
 6. Teton County Fair Board (e.g. Special Events during fair);
 7. Town Public Works/Engineering Department (if event will substantially interfere with any construction or maintenance work scheduled to take place upon, on in, through or under Town streets, alleys, parks, right-of-way, etc.);
 8. START Bus (e.g. if request requires public transportation service to Special Event or will interfere with a START Bus route).
- J. Insurance. An insurance certificate naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and stating that coverage is primary and noncontributory is required for every Special Event and must be submitted to the Town Clerk at least ten days prior to the Special Event. Insurance limits must be at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. The policy shall include general liability insurance protecting against liability for bodily injury, death, and property damage in an amount not less than \$1,000,000.00 each occurrence. The Town Manager, or designee, or Town Attorney, may require additional insurance requirements to be met by the Applicant when deemed necessary. associated catering and/or Malt Beverage Permits for Special Events are required to include liquor liability insurance.
- K. Sponsorship. The Town Council may approve the sale of goods, products and/or services, food or alcohol by for-profit vendors or Applicants during a Special Event that is on public property or in a Public Park provided that Special Event is sponsored by a nonprofit organization. The Applicant shall submit to the Town Clerk with the Special Event Application a letter from the nonprofit sponsor which describes in detail the direct benefit the nonprofit sponsor will receive as a result of the Special Event, financial or otherwise.

(Ord. 1280 § 7, 2021; Ord. 1112 § 1, 2016; Ord. 1011 § 1, 2012; Ord. 1003 § 1, 2012).

Chapter 9.44 EXCESSIVE NOISE

9.44.010 Excessive noise.

- A. It is unlawful for any person to make or create an excessive or unusually loud noise within the Town as heard and measured in the manner prescribed in Section 9.44.040. A noise is excessive and unusually loud if it is impulsive, continuous, rhythmic, periodic, or shrill and it exceeds the maximum sound levels established for the times and zones listed in this section.
- B. Noises shall not exceed the maximum sound levels prescribed for the following times and zones:

Type of Zone	Hours	Decibel Level
Residential	7:00 a.m. to 7:00 p.m.	55 decibels
	7:00 p.m. to 7:00 a.m.	50 decibels
Mixed Use/Commercial	7:00 a.m. to 7:00 p.m.	60 decibels
	7:00 p.m. to 7:00 a.m.	55 decibels
Light Industrial	7 a.m. to 7:00 p.m.	70 decibels
	7:00 p.m. to 7:00 a.m.	75 decibels

- C. For the purposes of this section, the aforementioned zones shall be defined as those set forth in the Land Development Regulations.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 1(a), 1972).

9.44.015 Maximum sound level exemptions.

- A. The following exemptions shall apply:
- Property maintenance appliances and tools.* The noise from the use of property maintenance appliances and tools, such as lawnmowers, chainsaws, table saws and the like, that are maintained and used consistent with manufacturer's specifications and for regular property maintenance and preservation purposes, is exempt between the hours of 7:00 a.m. and 7:00 p.m. from the maximum sound levels permitted in Section 9.44.010.
 - Impact noises.* Impact noises are those noises whose peak values are more than six decibels higher than the values indicated on the sound level metered and occur for only a short duration, such as the noise of a forging hammer or punch press. The maximum noise levels permitted in Section 9.44.010 may be increased by ten decibels for impact noises.
 - Temporary construction operations.* The noise from the use and operation of construction equipment at active, temporary construction sites in residential zones is exempt from the maximum sound levels permitted in Section 9.44.010 for the hours between 7:00 a.m. and 7:00 p.m. The noise from the use

and operation of construction equipment at active, temporary construction sites in mixed use/commercial zones is wholly exempt from the maximum sound levels permitted in Section 9.44.010.

4. *Public maintenance.* The noise from the use and operation of any Town, Teton County, or State of Wyoming equipment or activities, whether for repair, replacement, improvement, construction, or maintenance, including, but not limited to snow removal operations, street cleaning, trash removal, etc., are exempt from the maximum sound levels permitted in Section 9.44.010.
5. *Events.* The noise from events conducted, sponsored, or approved by the Town, Teton County, or the State of Wyoming, or by authorized Town staff, including, but not limited to dances, concerts, shows, festivals, sporting events, memorials, carnivals, and the like, are exempt from the maximum sound levels permitted in Section 9.44.010.
6. *Permitted noise.* The noise made pursuant to and in compliance with any permit issued under Section 9.44.050.
7. *Emergency vehicles.* The noise from any authorized emergency vehicles.
8. *Church or school chimes or bells.* The noise from any church or school chimes or bells.
9. *Church or school chimes or bells.* The noise from any church or school chimes or bells.

(Ord. 1317 § 1(Exh. A), 2022).

9.44.020 Noise defined. (Repealed).

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 1(b), 1972).

9.44.030 Nonconforming operation of vehicles or other activities unlawful. (Repealed).

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 1(c), 1972).

9.44.040 Measurement for excessive noise.

For the purpose of determining and classifying any noise as excessive or unusually loud, the following test measurement and requirements shall be applied:

- A. The noise shall be measured on a decibel or sound level meter which conforms to American National Standards Institute standards and quality operated on an "A" weighing scale.
- B. If the noise is located within a dedicated public right-of-way, the noise shall be measured at a distance of at least 25 feet from the source of the noise.
- C. If the noise is located on private property or public property, it shall be measured at least 25 feet from the property line of the property on which the source of the noise is located.
- D. Measurements with sound level meters shall be made when the wind velocity at the time and place of measurement is not more than five miles per hour, and, if the wind is more than five miles per hour, a wind screen shall be used.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 1(d), 1972).

9.44.050 Permit for relief from maximum sound levels; application; approval.

- A. Applications for a permit for relief from maximum sound levels designated in Section 9.44.010 may be made in writing to the Town Manager, or their designee. Any permit granted by the Town Manager, or their designee, shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The Town Manager, or their designee, may grant the permit if they find:
1. The activity, operation, or noise will be of temporary duration, and cannot be done in a manner that would comply with this chapter;
 2. No other reasonable alternative is available to the applicant; or
 3. Failure to issue the permit would constitute an undue hardship.
- B. The Town Manager, or their designee, may prescribe any requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood as a condition to the issuance of a permit.
- C. The Town Manager, or their designee, shall either issue or reject any application submitted in writing within five business days after receipt of the application. The applicant may appeal, in writing to the Town Council, any decision of the Town Manager, or their designee, within ten business days after such decision is rendered.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 2, 1972).

9.44.060 Use of loudspeakers and sound producing devices to attract public to buildings prohibited.

Notwithstanding provisions in this chapter to the contrary, it is unlawful for any person to use, operate, or permit to be played, used or operated, any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any business, building, or structure.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 3, 1972).

9.44.070 Attaching sound amplifying equipment to vehicles for advertising prohibited.

No person shall operate, or cause to be operated within the Town any motor vehicle or horse drawn vehicle having mounted thereon or attached thereto any sound amplifying equipment with such sound amplifying equipment in operation for commercial sound advertising purposes.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 4, 1972).

9.44.075 Compression brake.

It is unlawful for any person to operate or use within the corporate limits of the Town any engine compression brake, or "jake brake," designed to be used in the braking or deceleration of any truck or vehicle. It is an affirmative defense to a violation of this section that the engine compression braking was used in an emergency to avoid damage to property or to avoid personal injury.

(Ord. 1317 § 1(Exh. A), 2022; Ord. 878 § 2, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970).

9.44.077 Vibration.

- A. Except for active, temporary construction operations and blasting for avalanche control, no activity shall cause or create a displacement for the frequencies prescribed in the table below. Vibration shall be measured at the site boundary line.

Maximum Permitted Steady State Vibration Displacement	
Frequency (cycles per second)	Vibration Displacement (inches)
10 and below	0.0008
10—20	0.0005
20—30	0.0003
30—40	0.0002
40 and over	0.0001

- B. *Impact vibrations.* For impact vibrations, the maximum permitted vibration displacement shall be twice that permitted for steady state vibrations.
- C. *Temporary construction operations.* For temporary construction operations occurring between the hours of 7:00 a.m. and 7:00 p.m., steady state vibrations and impact vibrations shall not exceed two times that permitted for permanent operations.
- D. *Maximum vibration frequency.* In no instance, except for temporary construction operations, shall an activity be permitted which creates a vibration beyond the boundaries of the site of the activity sufficient to cause a displacement of 0.003 inches.
- E. *Measurement.* For the purposes of this section, vibration refers to ground transmitted oscillations. Earthborne vibrations are measured with a seismograph or accelerometer. With the portable seismograph, the earth vibrations are measured in three mutually perpendicular directions (one vertical and two horizontal). The three motions are added vertically, and the resultant maximum vibration given as a single number. Steady state vibrations are earthborne oscillations that are continuous, with discrete pulses that occur at or more frequently than 100 times per minute. The frequency is the number of oscillations per second of vibration. Impact vibrations are earthborne oscillations occurring in discrete pulses at less than 100 pulses per minute.

(Ord. 1317 § 1(Exh. A), 2022).

9.44.080 Exceptions. (Repealed).

(Ord. 1317 § 1(Exh. A), 2022; Ord. 1014 § 1, 2012; Ord. 150 § 5, 1972).

9.44.090 Excessive noise—Penalty for violations. (Repealed).

(Ord. 1317 § 1(Exh. A), 2022; Ord. 150 § 7, 1972).

9.44.100 Vehicle mufflers, horns and warning devices. (Repealed).

(Ord. 1317 § 1(Exh. A), 2022; Ord. 162 § 30, 1973).

Center for the Arts

Guidelines for Outdoor Events



Center for the Arts is an invaluable community resource utilized and enjoyed each year by countless nonprofits, local organizations, and community members. With our centralized location in the commercial core of downtown Jackson, we are empowered by the Town of Jackson and Teton County to activate the campus “for the beneficial use and enjoyment of the general public.”

The following guidelines are designed to assist your organization with successfully hosting an event in the outdoor spaces of The Center. Careful adherence to these guidelines will help ensure a positive outcome for your event. We would like to emphasize that part of that success includes minimizing any potential negative impacts on the surrounding area. Thank you in advance for adhering to this information when planning, and during, your event at The Center.

Outdoor Operating Hours

Outdoor events in the amphitheater, or events in which the amphitheater doors are open, shall end by 10:00 p.m. All other events in The Center Park shall end by 9:00 p.m.

You may pursue a [Special Event Permit](#) from the Town of Jackson for an alternate end time if necessary for the success of your event. Please allow no less than eight weeks lead time before the date of your event for this process.

Noise Levels

In accordance with Chapter 9.44 of the Jackson Municipal Code, noise levels from your event should not exceed 80 decibels, measured at least 25 feet from the property line. Please notify Center staff if noise levels may approach this limit during your event; we are prepared to work with you to monitor and manage noise levels, as needed.

You may pursue a [Noise Permit](#) from the Jackson Police Department for exceptions to this ordinance if necessary for the success of your event. Please allow no less than three business days before the date of your event for this process.

Parking

Ample event parking is available in the multi-level parking structure at the corner of Millward and Simpson. Parking is also available in the public lot north of The Center. Out of respect for the surrounding neighborhoods, we discourage on-street parking in the areas surrounding Center for the Arts.

You may pursue a [Special Event Permit](#) from the Town of Jackson if a street closure or the closure of public parking stalls is necessary for the success of your event. Please allow no less than eight weeks lead time before the date of your event for this process.

Food & Beverage

The Center must be notified in advance if any food or beverage will be served during your event.

Alcohol:

The Center has the first right of refusal to dispense alcohol at your event. If The Center waives this right, and you would like to dispense alcohol at your event, you must obtain a catering or liquor permit from the Town of Jackson. [Catering Permits](#) do not need Town Council approval but do require a sponsor holding an authorized retail or resort liquor license. The catering permit process is reviewed by the Town Clerk and will take at least three business days, so please plan accordingly. Other temporary liquor licenses take up to 21 days and are reviewed by the Town Council.

Food:

Any food vendor(s) at events must be approved by Center staff at least three weeks in advance of your event. Approval of food vendor(s) by The Center may be weather dependent. If food trucks are used, Center staff will work with you on where they can be parked. All trucks must be parked on Center property. If you wish to park food trucks on a public street, a [Special Event Permit](#) must be acquired from the Town of Jackson. Please allow no less than eight weeks lead time before the date of your event for this process.

All food vendors are responsible for obtaining the appropriate permits through Teton County Public Health in order to operate at The Center.

Equipment

The Center maintains a modest list of equipment to support outdoor events. This includes spider boxes for power distribution, Center-branded 10'x10' popup tents, a small selection of folding tables, and a basic PA system. For all other needs, you will need to provide your own equipment or work with a local vendor. We have relationships with many vendors in town and will be happy to work with you to address your equipment needs during the planning stages for your event.

Temporary Structures (tents)

If your event is utilizing a rented tent from a vendor, Center staff must be notified during the event planning process. Center staff will work with the vendor directly to position the tent appropriately. Center staff must approve the location of any temporary structures before stakes go into the ground to ensure patron safety and to preserve the underground irrigation system.

Marketing

Included in your rental package is marketing support from The Center. We want to celebrate and support your event through our channels! Center staff will provide you with marketing support materials in advance of your event.

We use the following branding to refer to various outdoor spaces on our campus. For consistency and clarity, we appreciate your use of the same terminology:

The Center Park - Used to refer to events in the primary greenspace.

The Center Amphitheater - The tiered grassy area directly adjacent to the Theater Lobby.

The Center Tent - The white tent located outside the Blackbox Theater.

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Workshop Town Council
Submitting Department:	Planning	Presenter:	Paul Anthony
Agenda Item:	Optional Preapplication meeting to review conceptual hotel development and alley vacation located on block addressed 325 N. Cache Street et al. (P23-127)	Public Comment:	No

Purpose & Policy Considerations.

The purpose of this item is for Council to provide feedback to the applicant on two different conceptual designs for a new hotel and short-term rental project in the North Cache Street gateway area. Each design would require that the Town approve either a partial vacation of the alley or encroachment agreements related to the alley.

Requested Action.

The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting a voluntary preapplication meeting with the Town Council to present two different conceptual site designs for a hotel and residential condominium development on the 300 block of N. Cache and N. Glenwood streets (the block bounded by North Cache Street, Mercill Avenue, North Glenwood Street, and Perry Street). Below are the two proposed design:

- **Scheme 1:** 139 hotel rooms; 58 market rate residential condominiums; 198 parking spaces; restaurant, and possibly some commercial/retail.
 - No alley vacation required but does require encroachment agreements for underground parking and two skyways under and over the alley.
- **Scheme 2:** 143 hotel rooms; 51 market rate residential condominiums; 190 parking spaces; restaurant, and possibly some commercial/retail.
 - Partial alley vacation for 350' of alley (northern 150' not vacated)

The applicant seeks to get direction from the Council on which general design it prefers so that the applicant can then focus on finalizing the preferred design and submit that to the Town for formal Sketch Plan review. In addition, because each conceptual design utilizes a Town-owned alley to varying degrees, the applicant seeks direction on the Council's initial level of support for either vacating a 350' portion of the alley, allowing extensive encroachments into the alley (e.g., underground parking, sky bridges), or some other option.

Recommendations.

Staff does not provide recommendations on preapplication submittals because they are intended as informal and nonbinding exchanges of information between the applicant and the Town.

Project Location.

The project site is highlighted below and includes much of the entire block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street.



Background.

Mogul Hospitality Partners – Jackson LLC owns approximately 2.6 acres that constitute most of a full Town block, except for the .15-acre property on the southeastern corner of the block and the .48-acre Cache Creek Motel property.

The applicant previously met with the Council in October, 2022, to ask the Council to vacate the entire alley between Mercill Avenue and Perry Street. During that meeting, the Council and applicant discussion touched on the following issues:

- Whether the applicant would use The Loop housing project (approved by the Council in February, 2023, and submitted for building permit review) to meet its obligations for housing mitigation and for deed-restricted units associated with the 2:1 Workforce Housing Bonus (the applicant confirmed that this is their intent).
- Council's strong interest in seeing significant on-site public benefits, such as public access or amenity space, included in any future project if the alley were to be vacated.
- The intent to obtain other fair consideration (e.g., cash, affordable housing units at The Loop, public amenity space at the hotel site, and other possible items of value) from the applicant in exchange for the vacated alley.

- How the vacation of the full alley would impact the location of utilities and how the applicant would provide alternative delivery services without a dedicated alley.

The meeting ended with no decision or consensus on the alley vacation.

Analysis and Key Policy Questions.

Key Policy Questions:

1. What would be the impact on the function or need for the alley if one of the two proposed designs is approved?
2. Is the Council interested in either vacating a portion of the alley or in approving significant encroachments into the alley as part of the proposed project?
3. What would be the impact on the size, massing, and design of the project if the requested partial alley vacation or encroachment is approved? Which conceptual design would the Council prefer to see submitted to the Town as a more fully developed proposal by the applicant?
4. Does the Council have any initial ideas on what types of public benefits (money, housing units, other) it would like to get in exchange for any alley vacation or encroachment agreements?

As a disclaimer, given the unique nature of the applicant's request and potential for misunderstanding, staff advises the Council and applicant that any expressed preferences for one of the proposed designs by the Council in no way commits the Town to approving any particular aspect of that design in the future (e.g., courtyards, porte cochere, dead-end alley design, etc.). Until staff and the Council have the benefit of a formally submitted, detailed plan, and time to conduct a full zoning compliance review and consult other affected departments, the Town cannot commit to any future approval. Future review of either proposed scheme may, for example, determine that certain aspects are infeasible or undesirable and therefore not permitted. This disclaimer applies both to any future review of a potential alley vacation and to the project itself. The applicant proceeds at its own risk, without any future argument for reliance from this workshop.

In summary, the applicant's intent is to redevelop the entire site by removing all existing buildings and constructing either one of the two following projects:

- **Scheme 1:** 139 hotel rooms; 58 market rate residential condominiums; 198 parking spaces; restaurant, and possibly some commercial/retail.
 - No alley vacation required, only encroachment agreements for underground parking and two skyways under and over the alley.
- **Scheme 2:** 143 hotel rooms; 51 market rate residential condominiums; 190 parking spaces; restaurant, and possibly some commercial/retail.
 - Partial alley vacation for 350' of alley (northern 150' not vacated)
 - Applicant prefers this design

- **Option 3 (not submitted by applicant):** Another option is to retain the entire alley in public ownership and require the project to not encroach into the alley.

The subject block is zoned Commercial Residential – 2 (CR-2), located in the Lodging Overlay, and served by a north/south alley connecting Mercill Avenue to Perry Street. The market residential units would be built using mostly the Town’s 2:1 Workforce Housing Bonus tool. The applicant has indicated that the deed restricted units would be located off-site at The Loop project. One significant change in the applicant’s proposed project from the October, 2022, version is that it no longer includes the Cache Creek Motel property in the northwest corner of the block.

In general, the main difference in the plans is that Scheme 1 retains the 20’-wide alley (i.e., no vacation), so the project is split into two halves by the alley and is connected only by underground parking and above ground skyways. Scheme 1 also includes two modest public courtyard spaces off the alley and allows for two-way delivery service from the alley. In contrast, Scheme 2 involves vacating all but the northern 150’ of the alley (creating a dead-end alley) which facilitates a connected floor plan that includes two larger, open courtyard spaces that would be designed to serve both project guests and the general public to a greater degree than Scheme 1.

Impact on the alley if alley is partially vacated

Alleys are used to provide safe, off-street space for commercial deliveries, trash pick-up, vehicular access for residents and visitors, and corridors for bikes and pedestrians. They also provide convenient corridors for overhead/underground utilities. Vacating an alley, or a portion of one, can impact any of these functions. As explained above, the applicant’s preference is to vacate the southern 350’ of the alley and leave the northern 150’ as a dead-end alley. This would likely require the relocation of all (or almost all) Town and private utilities from the alley. Some utilities may remain to serve the Cache Creek Motel site where the alley would not be vacated. The Town Engineer’s previous opinion for the full alley vacation was that all Town utilities should be able to be safely relocated to the public ROW surrounding the site but this opinion will need to be confirmed if the project moves forward. Similarly, the Fire Department previously had no objection to the full alley vacation but this will need to be confirmed. The applicant would pay to relocate the utilities.

The main issue regarding the alley is likely to be how to ensure that the proposed dead-end alley, which is not ideal, works functionally for both the project’s needs and for the Cache Creek Motel which the alley will also serve. For example, the hotel will have frequent deliveries, often with full-sized delivery trucks (e.g., food trucks), so the applicant will need to demonstrate how this is going to work operationally. While a dedicated pull-in loading bay is shown off the alley for deliveries, will large Sysco-type food trucks be able to use this loading bay or will they be forced to stop in Perry Street and back into the alley without then being able to back into the designated loading bay? If so, this would create temporary delays on Perry Street that would not be present if the full alley is kept. Also, if a large delivery truck is parked in the alley for unloading and not able to use the designated loading bay, would this block access to the alley for cars parked at the Cache Creek Motel? If so, this would be an unsupportable impact. All these questions cannot be answered now without more details provided by the applicant but, even with these questions, Planning staff finds that the dead-end alley is worthy of further investigation and has a reasonable chance to be designed (perhaps with modifications) to meet all critical alley-related needs without creating significant impacts to Perry Street or the Cache Creek Motel.

Impact on the mass and scale of project if the alley is partially vacated:

In terms of total floor area, vacating the alley should have no significant impact on the maximum development potential of the project *assuming that any alley vacation is conditioned by the Town to not include the additional FAR associated with the land area of the vacated alley*. Staff recommends this condition and we believe the applicant supports it as well. The applicant previously stated that its goal with the alley vacation is to gain design flexibility, not to increase development potential. If this is the case, then the amount of total floor area allowed in the project would be the same with or without the alley (note too that the floor areas of Schemes 1 and 2 are essentially the same even though Scheme 1 does not include an alley vacation). Furthermore, a project design where the full alley is retained (i.e., with no vacation or encroachment) would still likely be able to achieve the same floor areas as the two proposed schemes, thus the alley vacation is really about site and building design not overall floor area.

And so from the perspective of urban design (i.e., setting aside the question of whether or not to vacate the alley which is the Council's decision), Planning staff finds Scheme 2 to be the superior design. Scheme 2 provides larger courtyard spaces that are clearly visible and directly accessible from the public ROW on Mercill and Glenwood Street. This is achieved by converting much of the existing alley into courtyard space. According to the applicant, these courtyard spaces would be activated by a restaurant/bar with some public serving retail and space for special events and casual socializing. The result would be the addition an interconnected and unique urban space that largely does not exist in downtown Jackson. In contrast, Scheme 1 has two (smaller) disconnected courtyards that are accessed directly off the alley and so are more internally focused and "feel" much less inviting and accessible to the public. From a streetscape perspective, this also means that Scheme 2 significantly reduces building mass fronting the public ROW because the building is broken up by the street-facing courtyards while Scheme 1 has more of a continuous, unbroken building façade on the street that would require significant attention by the Design Review Committee.

Despite the well-designed courtyards of Scheme 2, staff nevertheless has concerns about whether the location of the project site north of the truck route on Mercill Avenue might fail to attract the necessary interest and patronage of the general public, perhaps leading to future requests to convert the courtyard spaces to serve primarily hotel and condo guests. While this is always a possibility staff believes that the location is close enough to the core of downtown to be successful. Better yet, if successful, it would help pull economic activity north of the Town Square into a prominent gateway location area in significant need of redevelopment and revitalization. Finally, staff notes that the loss of the Cache Creek Motel site from the proposed project has the benefit of significantly reducing the overall size of the project and breaking up the mass of the building(s) into more distinct wings offering the opportunity to create a much more interesting and varied design that is more likely to meet the Town Design Guidelines.

Summary Table of Potential Impacts if Alley is Partially Vacated	
Pros	Cons
Creates opportunity for large public amenity spaces that are visible and accessible from public streets	Creates dead-end alley, may create impacts to ROW or Cache Creek Motel. Need to ensure snow removal and trash pick-up can still function efficiently.
Facilitates large breaks in the building to reduce perceived mass of building facade as viewed from public streets. If alley is retained, more likely to get continuous street wall of building facades.	May create complications for retaining certain utilities in non-vacated portion of alley
	Loss of pedestrian/bike connector

	Create precedent for other developers to expect alley vacations for future projects
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Review Process for Proposed Development

If the Council is open to considering either a partial alley vacation or alley encroachments as proposed by the applicant, then the future review process would be as follows:

1. **Request to vacate alley or for alley encroachments made to the Council.** The applicant could make this request concurrent with Sketch Plan but staff recommends that it be done before that so that the submitted Sketch Plan incorporates an already-approved alley approach, reducing the likelihood that the design is denied or time is wasted on a design that requires extensive modifications. In this scenario, staff would likely work with the applicant to come to a general agreement on the terms of fair exchange for the alley vacation (using Council direction) and then present that to the Council.
2. **Sketch Plan** (exceeds threshold of 13,800 sf)
 - a. Design Review Committee (initial review) (can be done concurrent with Sketch Plan)
3. **Development Plan**
 - a. Design Review Committee (final review) (can be done concurrent with Development Plan)
4. **Building permit**
 - a. Grading permit concurrent

Staff would guide the Council through any future alley vacation or encroachment process. The Town Attorney, in particular, can provide legal guidance on requirements and process. For context, Council has considered (and approved) three previous alley vacation requests in the last 10 years or so, all related to hotel or lodging uses (e.g., The Cloudveil, Hotel Jackson, and Rustic Inn). In each of those cases, the alleys were short, dead-end alleys that did not connect to any other properties. The Cloudveil hotel was unique in that it *replaced* a vacated substandard 10'-wide alley with a full service 20'-wide public alley.

Possible Alternatives.

If the Council is not supportive of either Scheme 1 or Scheme 2, there are other project designs that the applicant could develop to accomplish many of their development goals. Such alternative designs would be presented as part of future development applications. In addition, as mentioned above, the Council can decide to retain the entire alley in public ownership and require the project not to encroach into the alley.

Comprehensive Plan and Priority Alignment.

The Comprehensive Plan does not say much about the desired use of the public ROW or public property in general, but the following policies are relevant to the Council's consideration of the applicant's request.

Policy 7.1.d: Maximize interconnection, redundancy, and hierarchy in the transportation network.

The development of an interconnected and redundant network is critical to the assurance of a safe, efficient, and complete transportation system. In the event of a closure due to a hazard, redundancy will ensure access between locations in the community. Single occupancy vehicle capacity should only be added for health and safety. The Town and County will consider the need for interconnection, redundancy, and hierarchy when planning for our transportation network.

Policy 4.4.b: Enhance Jackson gateways. The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will

create a common Vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged to provide unique and interesting gateway enhancements.

Fiscal Impact.

It is too early in the process to accurately estimate any potential fiscal impacts related to the three options provided in this staff report. Once a complete site design and approach to the alley are finalized, a fiscal impact can be evaluated.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 35 hours.

Attachments or Links.

Applicant Submittal

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

No formal motion is required for the requested voluntary preapplication meeting. Rather the intent is for the applicant to move forward with a future Sketch Plan submittal (possibly with an alley vacation request) based on the comments and suggestions provided by the Council.



PRE-APPLICATION CONFERENCE REQUEST (PAP)

Planning & Building Department

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

For Office Use Only

Fees Paid _____

Time & Date Received _____

Application # _____

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

APPLICABILITY. This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.

For additional information go to www.townofjackson.com/204/Pre-Application

PROJECT.

Name/Description: Jackson – North Cache Hotel/Multi-Use Development

Physical Address: 335 N Cache

Lot, Subdivision: _____

PIDN: _____

PROPERTY OWNER.

Name: Mogul Hospitality Partners – Jackson, LLC

Phone: 435-709-1004

Mailing Address: PO Box 998, Midway, UT

ZIP: 84049

E-mail: bradw@mogulcapital.com

APPLICANT/AGENT.

Name, Agency: Mogul Hospitality Partners – Jackson, LLC

Phone: 435-709-1004

Mailing Address: PO Box 998, Midway, UT

ZIP: 84049

E-mail: bradw@mogulcapital.com

DESIGNATED PRIMARY CONTACT.

☒ Property Owner

☐ Applicant/Agent

ENVIRONMENTAL PROFESSIONAL. For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.

Name, Agency: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

TYPES OF PRE-APPLICATION NEEDED. Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

_____ Physical Development Permit
_____ Use Permit
☒ Development Option or Subdivision Permit
_____ Interpretations of the LDRs
_____ Amendments to the LDRs
_____ Relief from the LDRs
_____ Environmental Analysis

This pre-application conference is:

_____ Required
☒ Optional
_____ For an Environmental Analysis
_____ For grading

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Provide **one electronic copy** (via email to planning@jacksonwy.gov) of the submittal packet.

Have you attached the following?

_____ **Application Fee.** Go to www.townofjackson.com/204/Pre-Application.com for the fees.

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

☒ **Narrative Project Description.** Please attach a short narrative description of the project that addresses:

_____ Existing property conditions (buildings, uses, natural resources, etc)
_____ Character and magnitude of proposed physical development or use
_____ Intended development options or subdivision proposal (if applicable)
_____ Proposed amendments to the LDRs (if applicable)

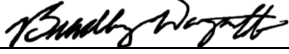
☒ **Conceptual Site Plan.** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:

_____ Property boundaries
_____ Existing and proposed physical development and the location of any uses not requiring physical development
_____ Proposed parcel or lot lines (if applicable)
_____ Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference

_____ **Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

_____ **Other Pertinent Information.** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

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 Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.



Signature of Owner or Authorized Applicant/Agent

Brad Wagstaff

Name Printed

7/13/2023

Date

Owner/Manager

Title



July 13, 2023

Paul Anthony
Planning Director, Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001

RE: Pre-Application Conference: N Cache Lodging and Residential Development

Dear Paul,

Please accept this Pre-Application Conference Request ("PAP") for 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the "Project"). The purpose of the PAP is to meet and work with the Town Staff and Council in a workshop to discuss two development concepts on the respective site and obtain feedback from the Council on which concept they would prefer to see move forward through the various public processes for this Project. The Project and enclosed materials are for the development of sixteen adjacent parcels, utilizing current Town of Jackson LDRs. The intent of the attached materials is to depict two separate development concepts for the Project:

- 1) The first concept shows the alleyway remaining in place. This is less-preferred option would separate the lodging and residential projects, split by the alley. Additionally, an encroachment would be pursued for a subterranean parking structure and sky bridges connecting the two portions of the Project. While the alley way remains in place, public space, street activation, and curb appeal are limited with this development option.
- 2) The second concept shows the preferred option, which is to have a portion of the alley integrated into the Project and converted into a public amenity for both guests at the Project and the public. This option optimizes the site and allows for street and retail activation by providing a pedestrian paseo through the Project creating an inviting and usable public space. Additionally, this option retains the northern portion of the alley for truck and loading access for the Project and neighboring property. It also segments the building, reducing massing and increasing pedestrian access to an area which includes a modern take on an iconic Jackson Barn for meeting and conference space.

During the workshop, we are specifically interested in discussing the following concepts:

- a. Providing all (both Base FAR and 2:1 FAR) housing mitigation for the Project at the Loop as that development was planned as part of a mitigation strategy for the Project, providing much needed deed restricted and workforce housing for this Project and the Town of Jackson.

- b. In the first development concept labeled Scheme 1 in the attached materials, we are soliciting feedback on the encroachments above the alley for bridges and below the alley for parking.
- c. In the second development concept labeled Scheme 2 we are soliciting feedback on maintaining the north end of the alley for access to adjacent properties and all services for this development as well as the concept of developing an inviting and usable public space for both patrons and the public which maintains pedestrian access to Glenwood and Cache.

Located on the North end of town, our gateway project seeks to benefit both residents and tourists alike by providing residential housing and lodging to the Town of Jackson. By developing this project, we will improve a block with vacant parcels and aged buildings by building an elegantly designed lodging and housing project. In addition, this project is conveniently located at the north end of town, providing quick access into Yellowstone and Grand Teton National Park, while also being a short walk to Town Square.

Attached is our pre-application request form as well as the two conceptual designs mentioned above. We look forward to meeting with you and your colleagues to further discuss these designs, obtain input and move our applications forward.

Sincerely,

Brad Wagstaff
Chief Executive Officer



JACKSON HOTEL

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LEGEND

- Bike Route

Trails

Pathway

Public Facility

Roads

Sponsors

Park
- Hiking/Biking Trailhead

Restrooms

Parking

Post Office

Visitor Center

St. John's Hospital

School

Bike Repair Station

Grand Loop - 35 Miles
- 1

JH/Greater Yellowstone Visitor's Center

2

Bridger-Teton National Forest

3

Rec Center

4

Jackson Hole Community Pathways

5

Friends of Pathways

6

Teton County Library

START

bus

START

bike

Download App: B Cycle





NORTHWEST CORNER



NORTHEAST CORNER



SOUTHWEST CORNER



SOUTHEAST CORNER



SCHEME 1

	Residential		
	Market Rate	Luxury	Parking
Level	Keys	Keys	Required
B02			
B01	14		21
L01	3	5	12
L02	3	6	13.5
L03	21	6	40.5
Total	41	17	87
TOTAL RESI.	58		

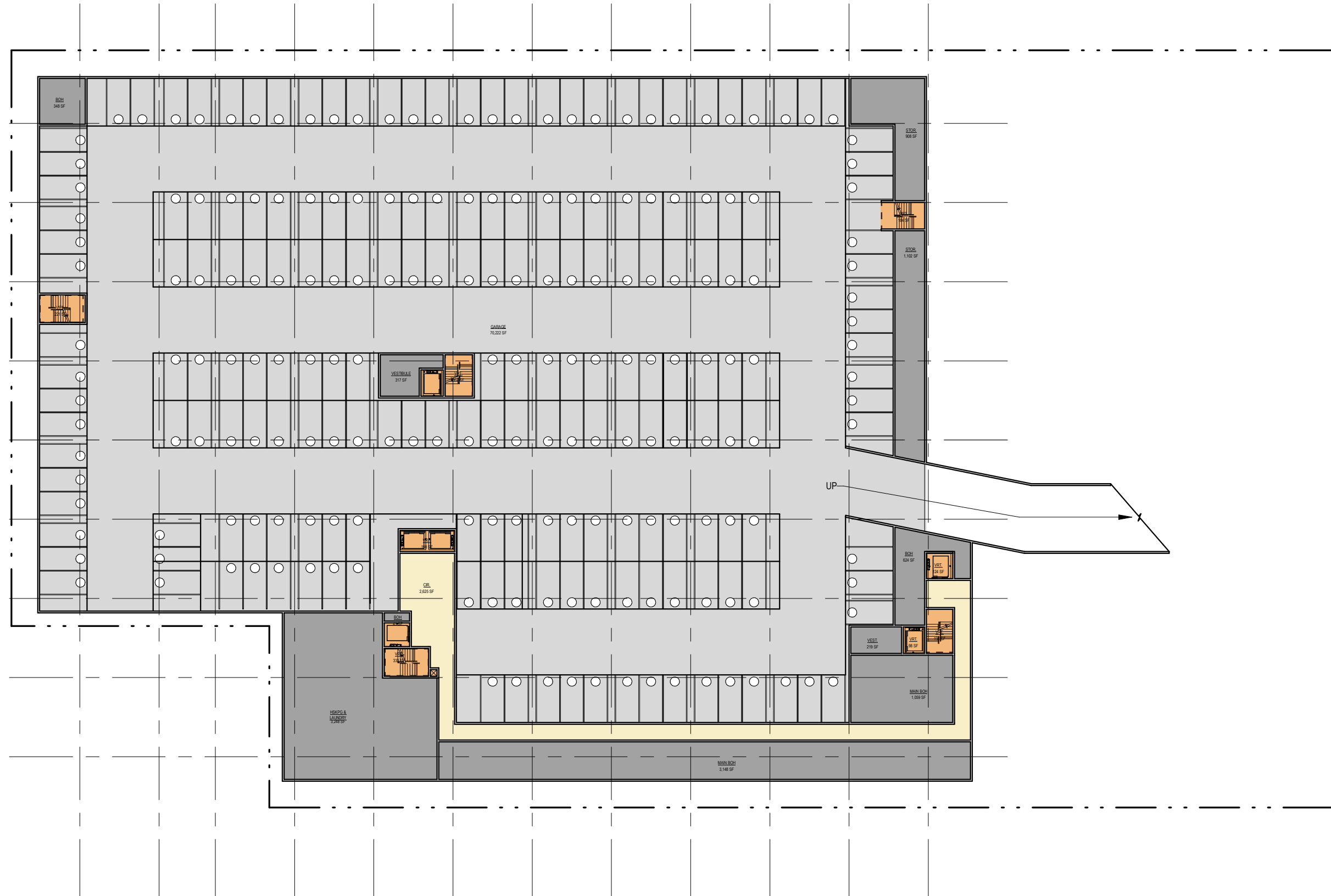
	Hotel	
		Parking
Level	Keys	Required
B02		
B01	32	26
L01	41	33
L02	66	53
L03		
Total	139	111
TOTAL HOTEL	139	

	Parking	
	Stalls Required	Stalls Provided
B02	198	198

Area			
Previous Design		Updated Design	
Site Area	Allowable Comm FAR	Site Area	Allowable Comm FAR
140,346	112,277	115,118	92,094

	Commerical	Resi.	Service	Garage	Total
B02			13,640	70,222	83,862
B01	39,634	28,665	3,077		71,376
L01	32,405	26,929	1,797		61,131
L02	35,651	34,324	394		70,369
L03	2,905	65,346	638		68,889
Total	110,595	155,264	19,546	70,222	355,627

Commerical FAR Area (excl. B1&B2) 70,961 SF



MERCILL AVE

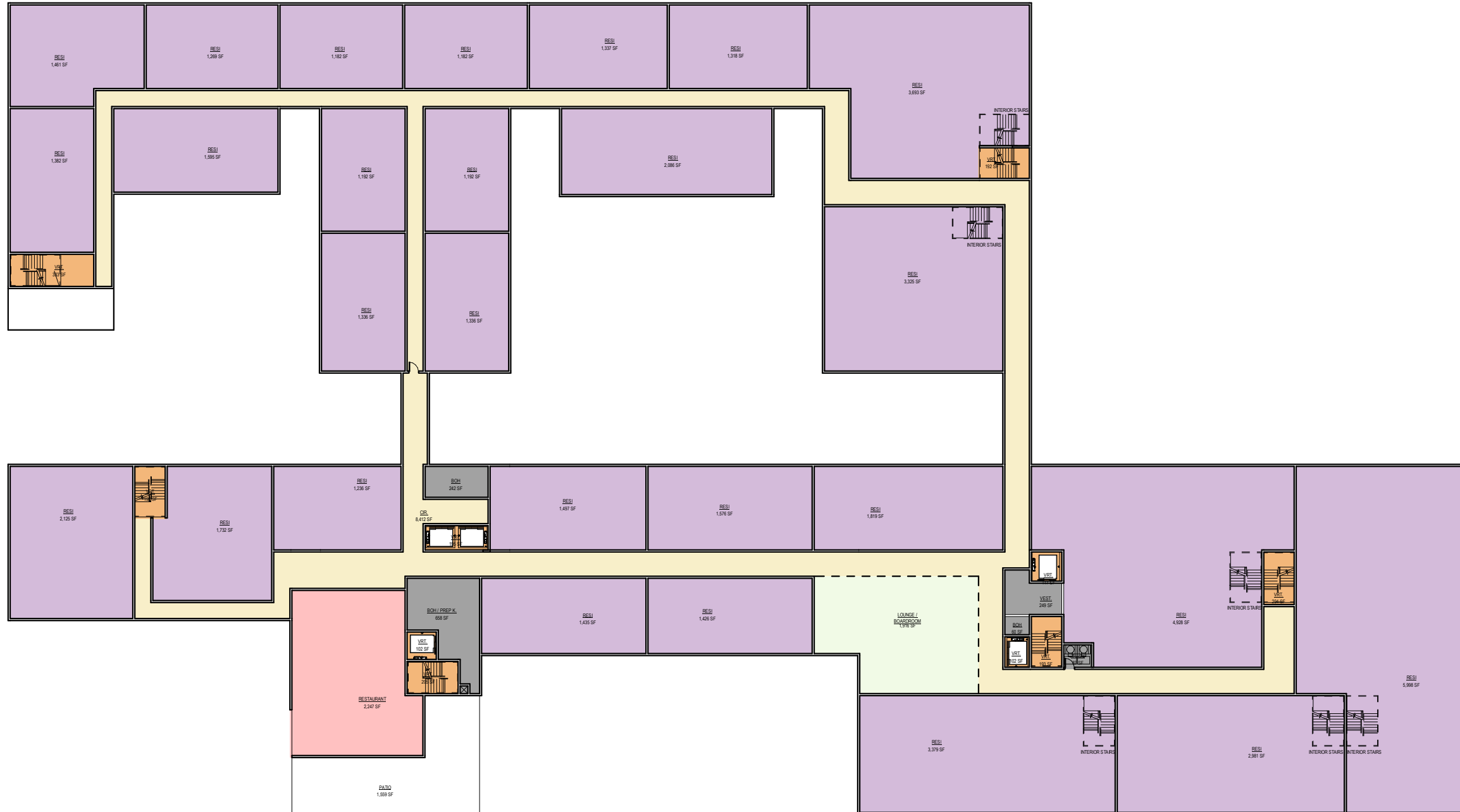
PERRY STREET

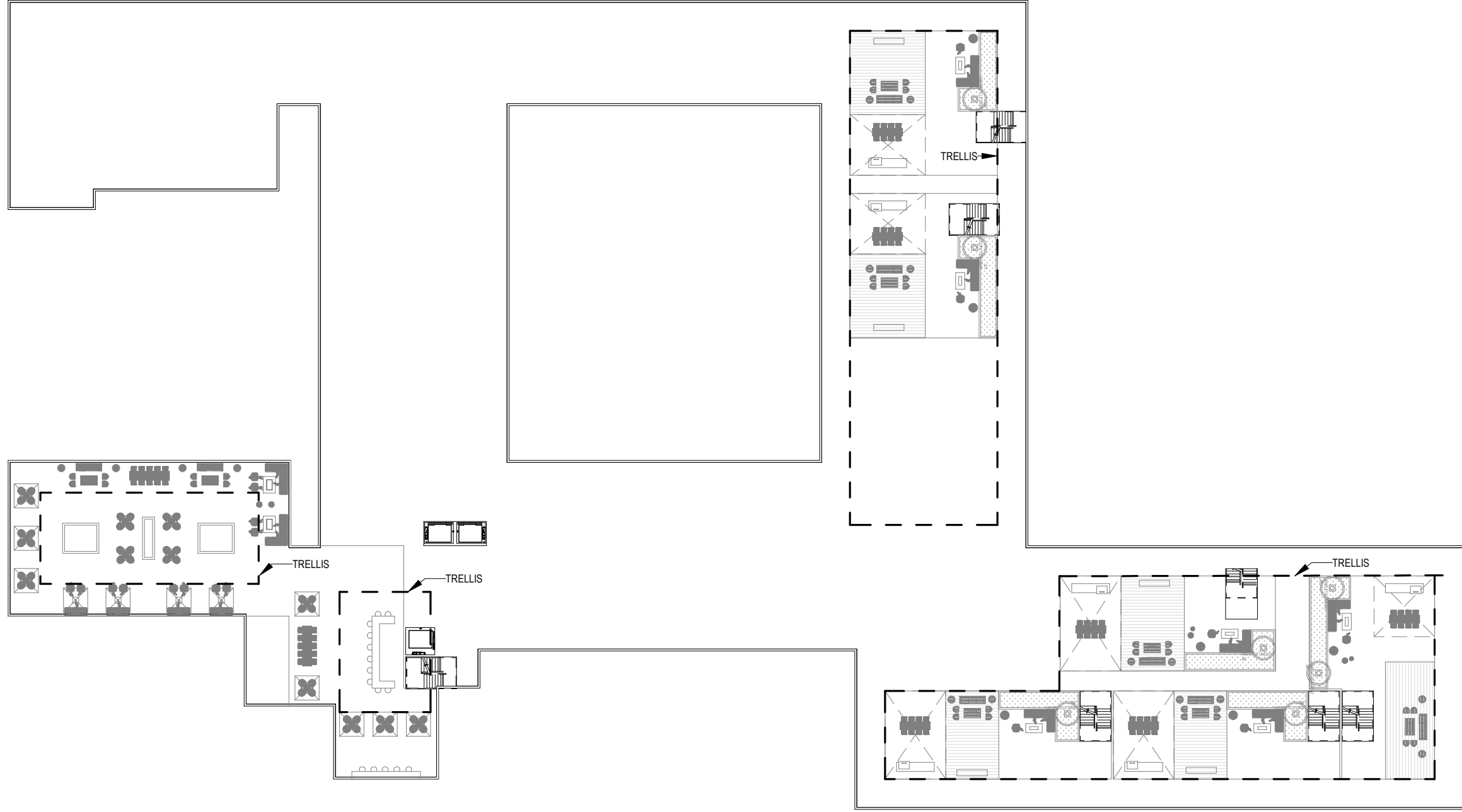


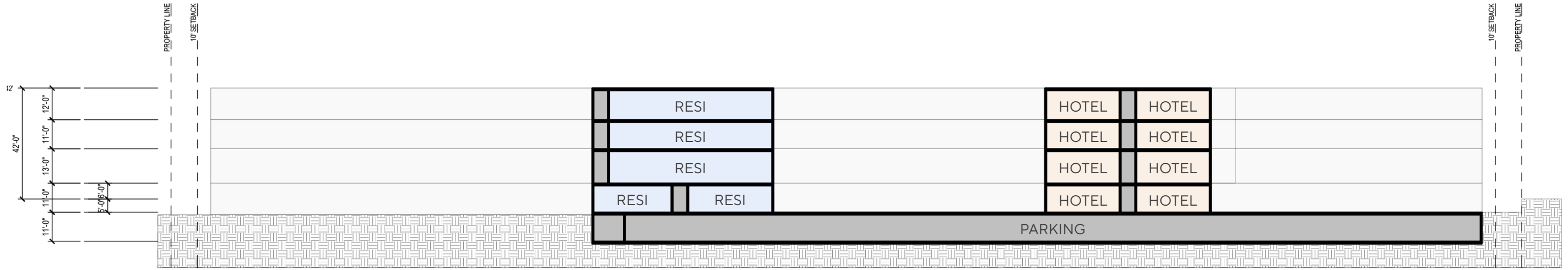
NORTH CACHE STREET



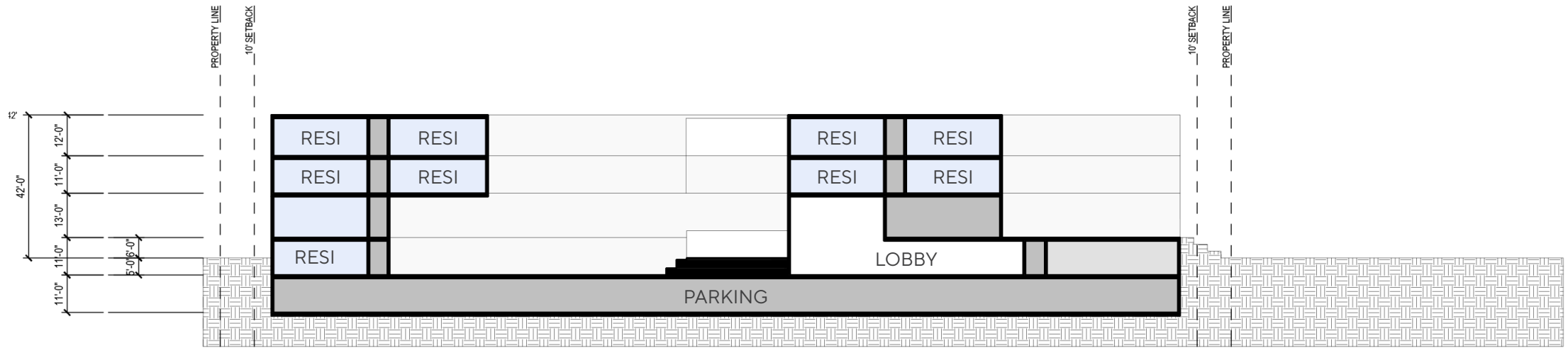




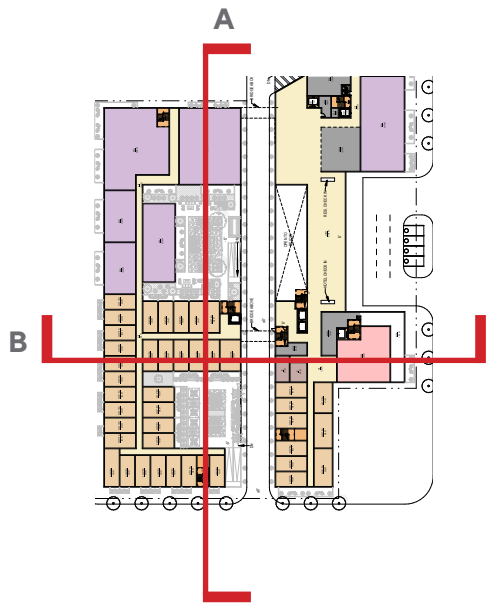




SECTION A



SECTION B







SCHEME 2

	Residential		
	Market Rate	Luxury	Parking
Level	Keys	Keys	Required
B02			
B01	12		18
L01		7	10.5
L02		7	10.5
L03	18	7	37.5
Total	30	21	77
TOTAL RESI.	51		

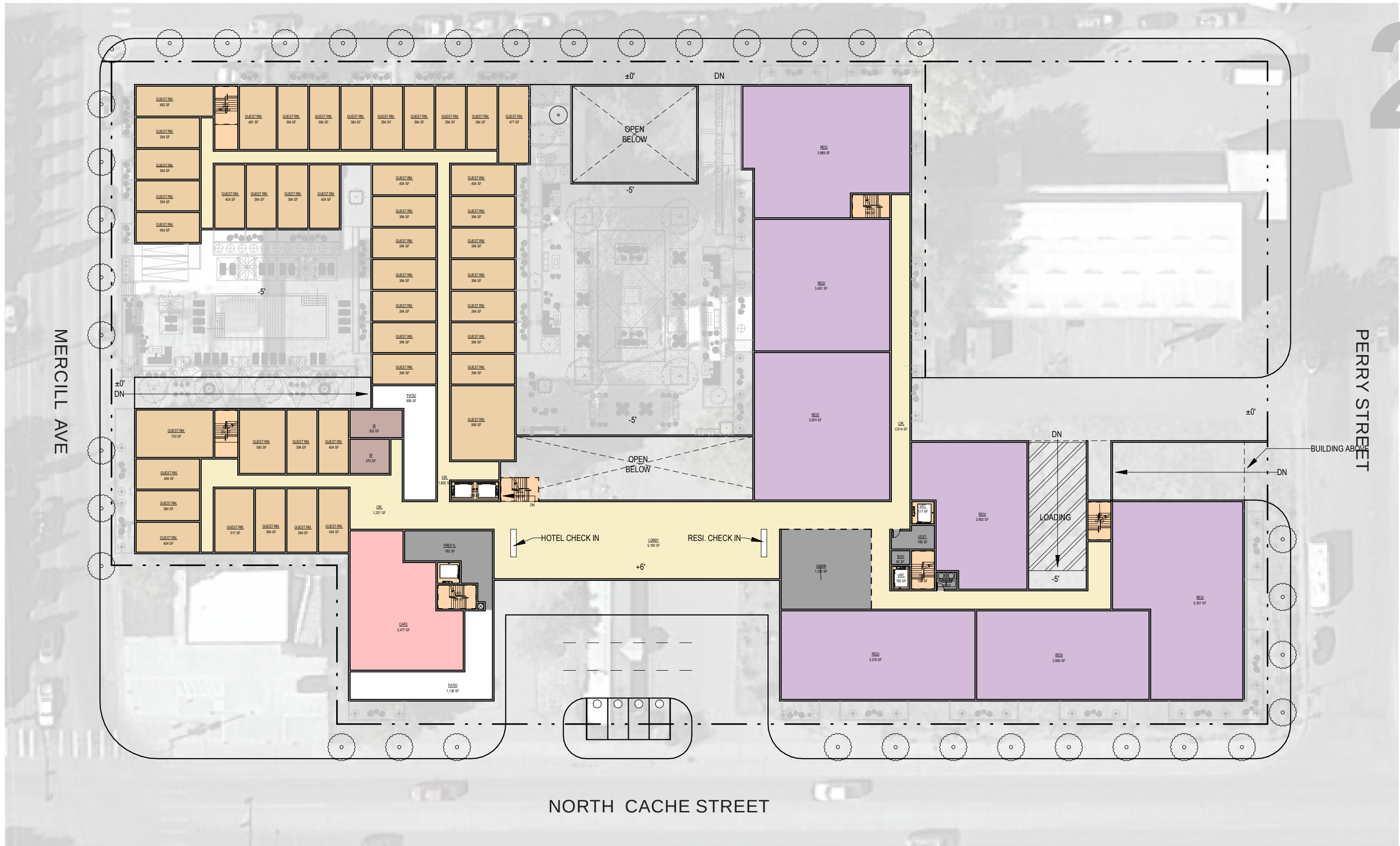
	Hotel	
	Keys	Parking
Level	Keys	Required
B02		
B01	30	24
L01	44	36
L02	69	56
L03		
Total	143	114
TOTAL HOTEL	143	

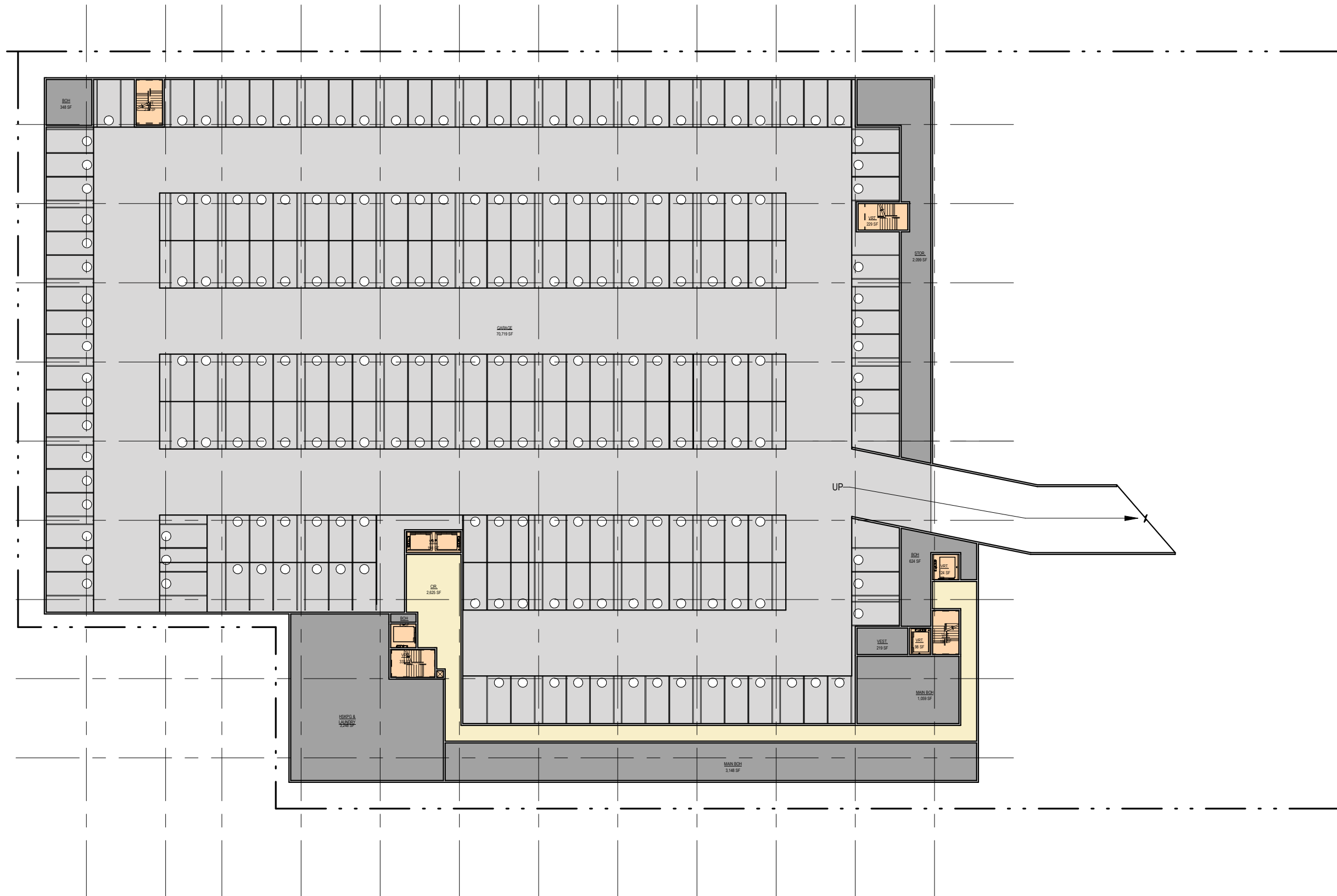
	Parking	
	Stalls Required	Stalls Provided
B02	188	190

Area			
Previous Design		Updated Design	
Site Area	Allowable Comm FAR	Site Area	Allowable Comm FAR
140,346	112,277	115,118	92,094

	Commerical	Resi.	Service	Garage	Total
B02			13,412	70,719	84,131
B01	41,869	25,653	3,692		71,214
L01	33,022	28,764	335		62,121
L02	35,613	32,570	357		68,540
L03	4,367	62,875	496		67,738
Total	114,871	149,862	18,292	70,719	353,744

Commerical FAR Area (excl. B1&B2) 73,002 SF





PERRY STREET

—BUILDING ABOVE

MERCILL AVE

NORTH CACHE STREET

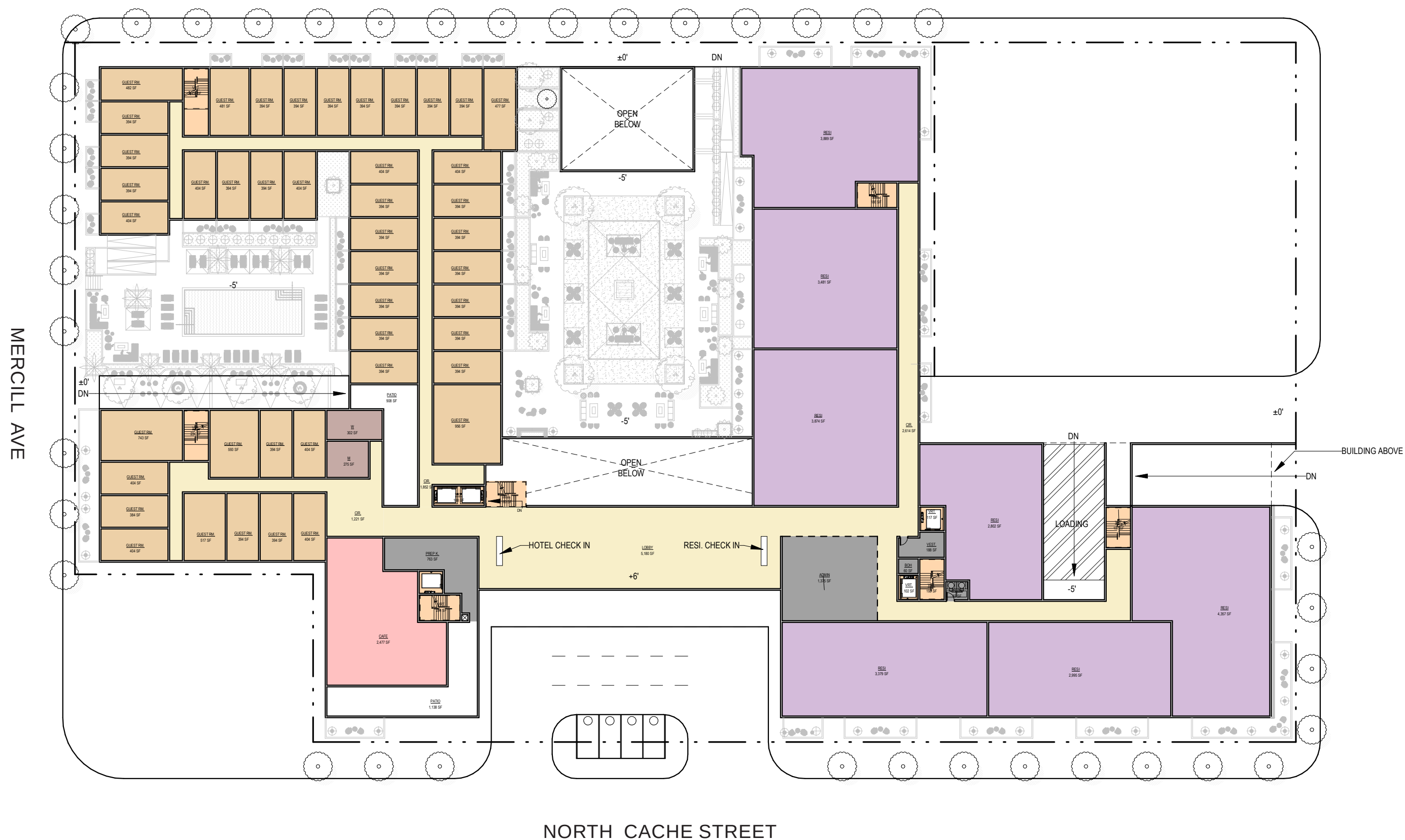


FLOOR PLAN - LEVEL B1

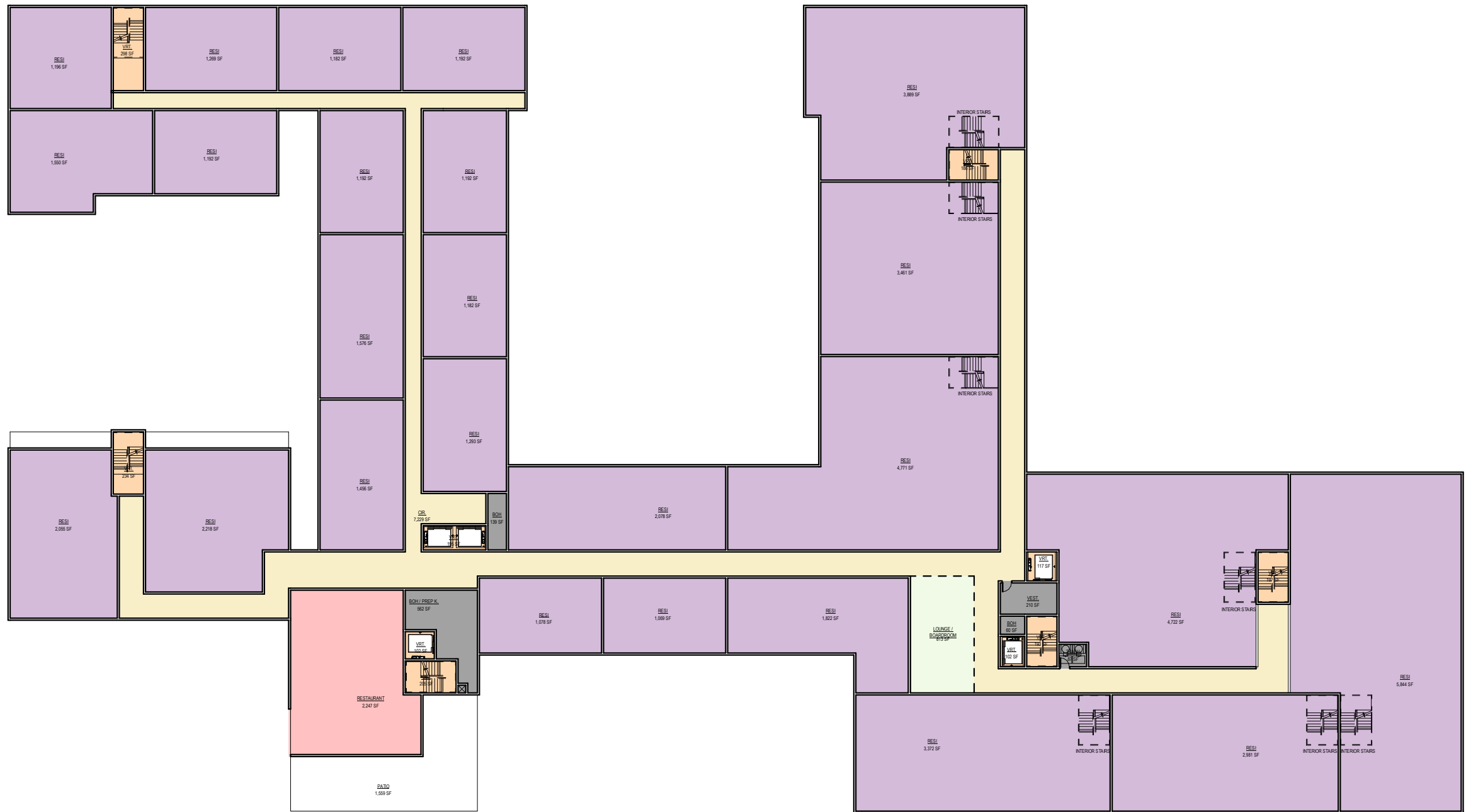


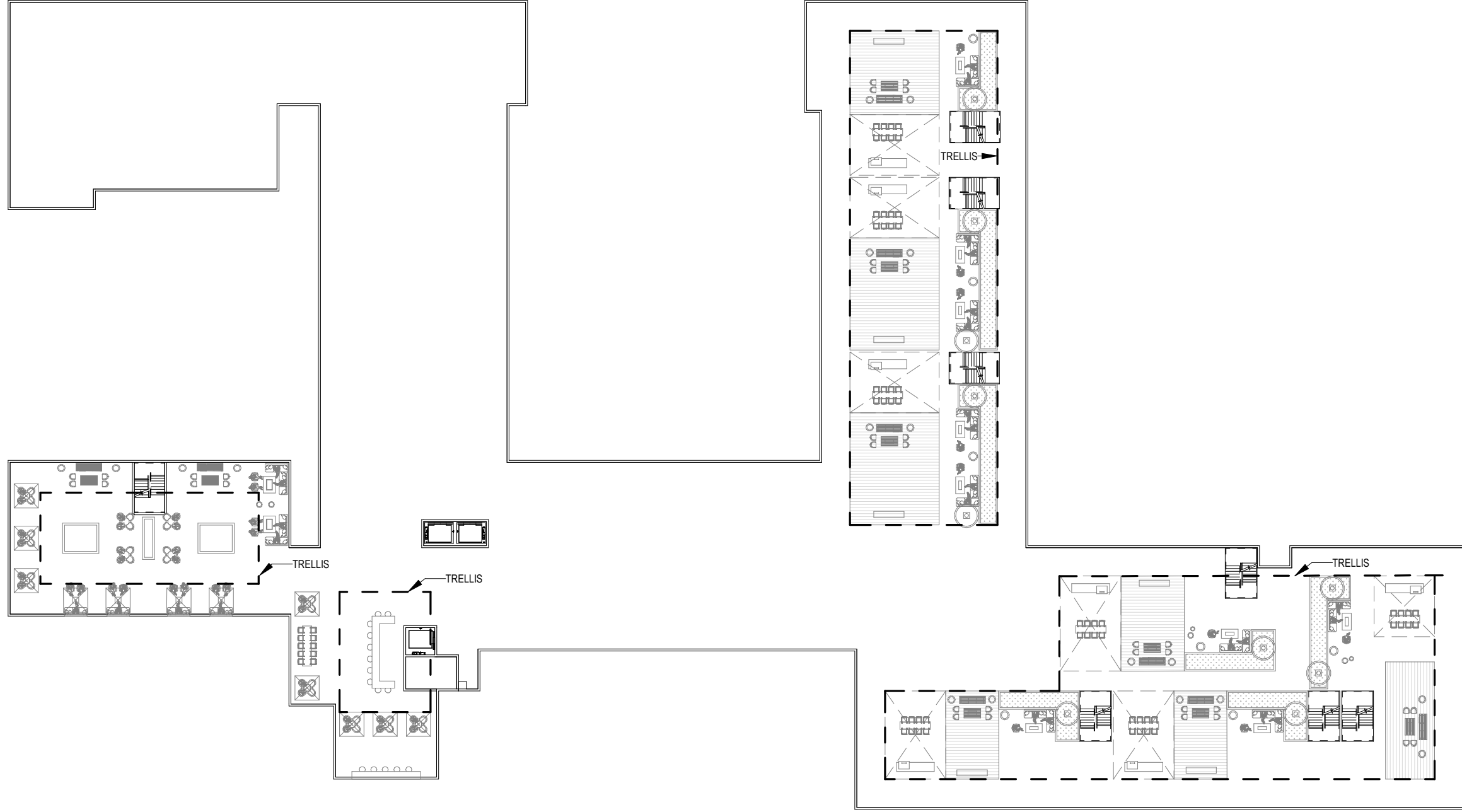
0 40' 80'

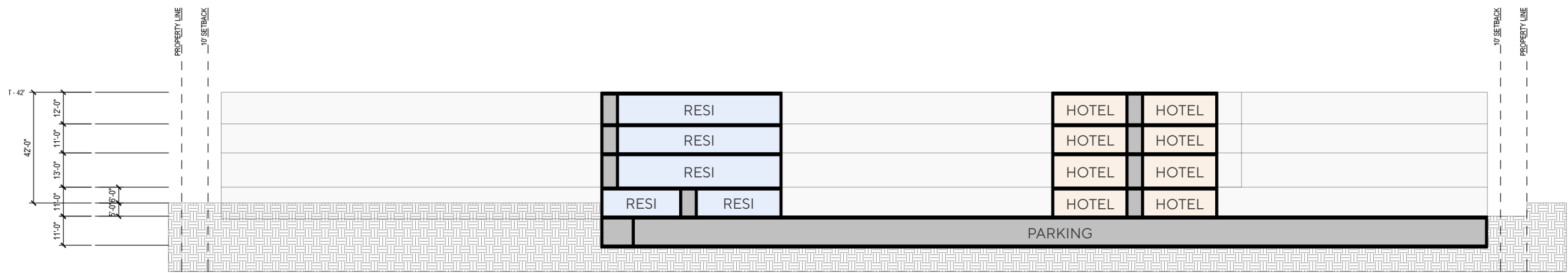
SCALE: 1" = 40'



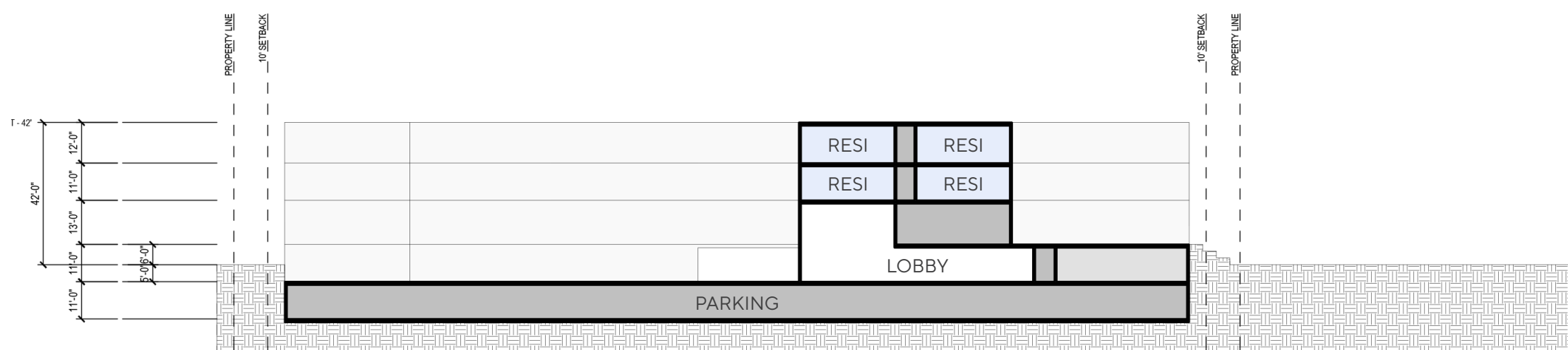




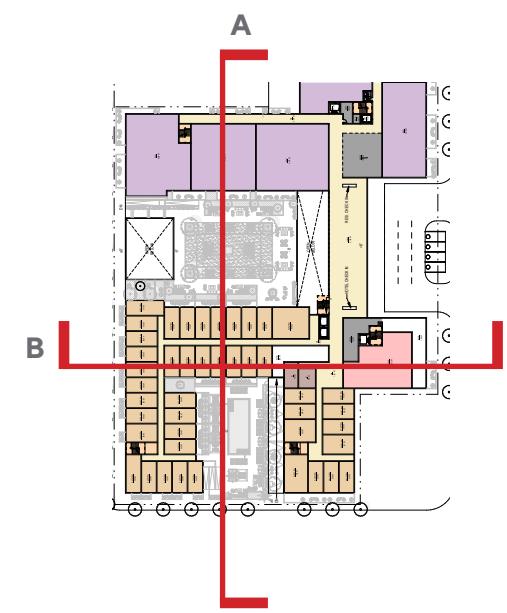




SECTION A



SECTION B

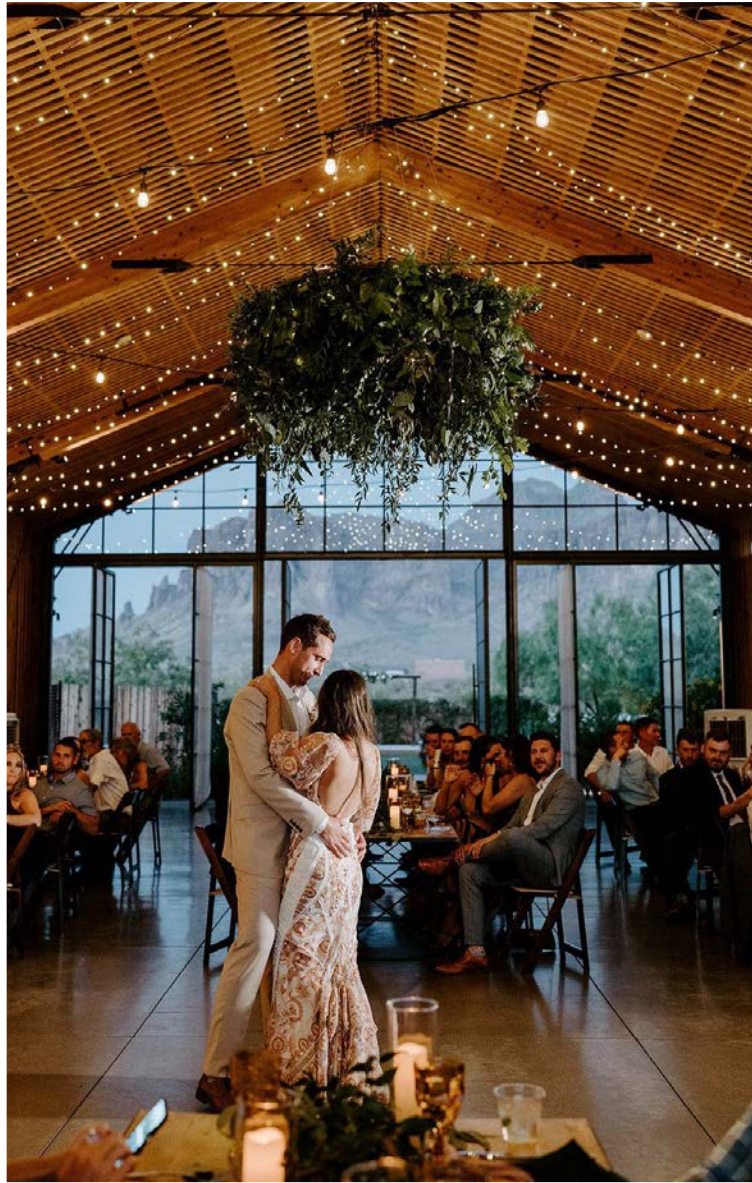


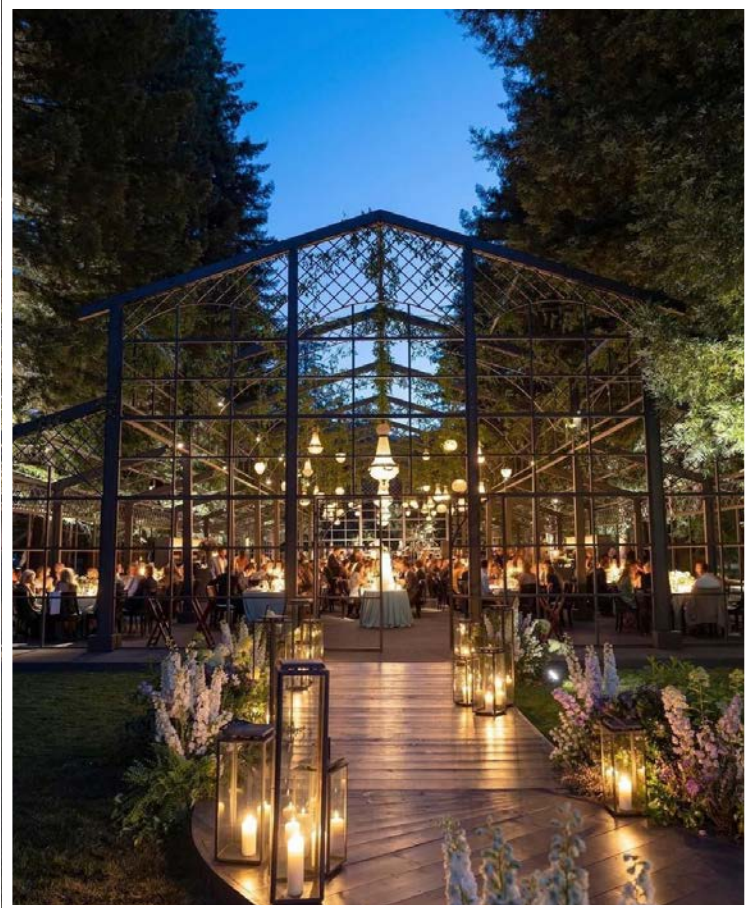




PLACE MAKING & ARCHITECTURE















THANK YOU!

STAFF REPORT



Meeting Date:	August 21, 2023	Meeting Title:	Town Council Workshop
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Consideration of Establishing Town Policy and Procedure Regarding the Naming of Public Places	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider establishing a policy for naming of public places, including streets, facilities, parks, etc.

Requested Action.

Staff requests Council consider the attached draft resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places ("Naming Policy") and provide direction to staff.

Recommendations.

Staff recommends Council place the draft Naming Policy on an upcoming agenda as a resolution for consideration.

Background.

At the June 21, 2022 Town Council meeting, Council directed staff to present a policy for the naming of public places. The Town Attorney drafted such a policy and coordinated with Parks & Recreation and Jackson Hole Public Art so they could review the draft prior to its placement on this agenda.

Notably, the issue of naming public places has been raised multiple times in the last year, including as recently as May when a request to name an alley was made.

Analysis.

Key Policy Question #1: Does the Town Council want to establish a policy for the naming of public places?

Staff recommends establishing a policy, generally, because the issue is regularly raised by the public, but currently the Town lacks any guidance document to process the requests. Specifically, establishing a policy:

- ✓ Ensures the Town operates consistently regarding the consideration of naming public places
- ✓ Provides staff guidance on how to proceed with requests.
- ✓ Guides the public so they know what to expect from the Town.
- ✓ Provides guidelines for Council in processing requests.

Key Policy Question #2: Does Council support the draft Naming Policy as presented?

Highlights of the draft Naming Policy include:

- ✓ An outline of general considerations for the initial deliberation on naming public places, including historical, cultural, and social significance of a potential name; engendering of strong, positive emotions; whether the name unduly commercializes a public place; and whether the name is particularly suitable for the Public Place based on the location or history of the place.
- ✓ Guidelines and standards for naming a place for an individual, including a waiting period after death and the reservation of naming for exceptional civic service.
- ✓ Guidelines and standards for naming public places based on major gifts with a threshold limit (tied to the amount given and the purpose) as well as a set of standards for this specifically.

- ✓ Options for naming places for associations with sister cities.
- ✓ The potential for naming and renaming streets and alleys, as well as applying honorary names.
- ✓ A set of standards for renaming public places, for revoking a name based on disrepute or subsequent disreputable acts, and for revoking a name based on derogation or offensiveness.
- ✓ A procedure for proposals to name or rename a place.

Possible Alternatives.

Council has the alternative options of:

1. Providing staff direction on amendments to the draft presented, and directing the amended policy be presented at a future meeting.
2. Continuing the item for further deliberation.
3. Not establishing a naming policy.

Comprehensive Plan & Priority Alignment.

The naming of public places aligns with Principle 4.5 under Section 4. Town as the Heart of the Region – The Central Complete Neighborhood as that principle discusses preserving historic structures and sites.

Fiscal Impact.

Establishing a naming policy in and of itself does not create a fiscal impact. Upon the adoption of a policy, the subsequent fiscal impact of applying the policy will be unique to each circumstance and can only be determined at the time of the naming and includes things such as the size, scale, and quality of signage, whether renaming is involved, and any public outreach/process involved in the naming. There may be individual impacts if address changes are required as the result of naming a street.

There are no direct fiscal impacts of adopting the resolution as they are not required to be published separately or as part of the minutes.

Staff Impact.

The staff impact of bringing forward this draft naming policy and adoption of such a policy is approximately 25 hours as listed below.

Staff Impact of Naming Policy		
Task	Departments	Estimated Hours
Research of Initial Issue	Legal	15
Staff Report Prep & Review for August 21	Administration, Legal	4
Naming Policy DRAFT Resolution Prep	Legal	2
Staff Report Prep & Review for September 11	Administration, Legal	2
Advertising, Printing, Executing, Archiving & Posting Adopted Resolution	Clerk	2
	Total	25

Attachments or Links.

Draft Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places

Suggested Motion.

I move to direct staff to place the Resolution Establishing Town Policy and Procedure Regarding the Naming of Public Places on the September 11, 2023 Special Town Council meeting agenda for action.

RESOLUTION 23-XX

A RESOLUTION ESTABLISHING TOWN POLICY AND PROCEDURE REGARDING THE NAMING OF PUBLIC PLACES

WHEREAS, the Town of Jackson (“Town”) recognizes there is value in and a desire to name public places to acknowledge historic events and individuals who have made a noteworthy positive contributions to our community and the world; and

WHEREAS, the consideration and designation of each name for a public place must respect the values, ideals, goals, and the community identity of Jackson, Wyoming and, in pursuance thereof, names for public places should be approached with deliberation and should conform to certain guidelines, standards, and procedures; and

WHEREAS, there is a need to establish guidelines, standards, and procedures for the consideration and designation of names for public places.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jackson (“Town Council”), in regular session duly assembled, that the following Town Policy and Procedure Regarding the Naming of Public Places is hereby adopted:

1.0 Definitions

- A. *Amenities*. Any facilities, buildings, and smaller furnishings, accessories, and fixtures, within a Public Place (e.g., benches, fountains, tables, and the like).
- B. *Lead Department*. The Town of Jackson department so designated by the Town Manager upon a proposal submission, which is customarily the department most affected by the proposal.
- C. *Public Places*. Any indoor or outdoor publicly owned areas, Amenities, or the like. The term includes, but is not limited to, parks (designed parks, natural open spaces, trails, and pathways); all structures owned by the Town of Jackson; and all major permanent components of parks and recreational facilities (e.g., fields, swimming pools, tennis courts, playgrounds, artwork, like physical features, and rooms within buildings).¹

2.0 Background and Policy

The naming of Public Places is often complex and emotionally evocative since naming designates a powerful and permanent identity for a place. The names of Public Places tell important stories of Jackson’s history and reflect its values, ideals, goals, and community identity. Naming Public Places involves the public, individual stakeholders, Town staff, and the Town Council. Consequently, the process for naming Public Places needs to be approached cautiously and done carefully and thoughtfully. Once a name is selected for a Public Place it should be bestowed with the intention that it will be permanent, and renaming an existing Public Place is strongly discouraged and should be resisted. The Town has limited public resources for changing names on signs, maps, and literature, and excessive renaming can be costly, impracticable, overburdensome, and confusing to the public. Accordingly, critical examination should be conducted to ensure that the renaming of a Public Place is practical and does not diminish the original justification for the name. The policy of the Town is to reserve naming Public Places for circumstances that tradition and practice have shown to best serve the interests of the Town, assure a worthy and enduring legacy for the Town’s Public Places, and reflect both community interest and the values of the Town. To that end, the policy set forth herein establishes the guidelines, standards, and procedures for naming Public Places, to which the following shall also apply:

- A. The Town Council has final authority to approve or deny the name of Public Places.
- B. The Town Council may pursue naming Public Places at its discretion, including for commemorative, cultural, historic, contribution, or sponsorship goals.

¹ For the remainder of this Resolution the phrase *naming Public Places* shall refer to naming new Public Places, as well as renaming existing Public Places.

- C. Public Places named in honor of an event, individual, family, or entity may be revoked at the discretion of the Town Council at any time, without public process or hearings.
- D. The donation of land, facilities, or funds for the acquisition, renovation, or maintenance of Public Places shall not constitute an obligation by the Town to name the Public Place, or any portion thereof, after an individual, family, or entity.

3.0 General Considerations.

In considering a proposal to name a Public Place, the following shall be considered individually and collectively:

- A. Will the name have historical, cultural, and social significance for generations to come?
- B. Will the name engender a strong, positive image?
- C. Will the name memorialize or commemorate people, places, or events that are of enduring importance to the community, State, or the nation?
- D. Will the name engender significant ties of friendship and mutual recognition and support within the community?
- E. Will the name be identified with some major achievement or the advancement of the public good within the community, State, or the nation?
- F. Will the name be particularly suitable for the Public Place based on the location or history of the place or the surrounding neighborhood?
- G. Will the name have symbolic value that transcends its ordinary meaning or use and enhance the character and identity of the Public Place?
- H. Will the name result in the undue commercialization of the Public Place?
- I. What financial and public resources will need to be devoted in the naming of the Public Place?

4.0 Naming Guidelines and Standards.

In considering a proposal to name a Public Place, the following applicable guidelines and standards shall be applied individually and collectively:

4.1 Naming for Exceptional Individuals and Groups.

- 4.1.1** Naming Public Places for an individual is reserved only for persons who are deceased. A Public Place shall not be named after an individual until the person has been deceased for at least three (3) years and that person's significance and good reputation have been secured in the history and lore of the community, State, or nation. There is an exception to this requirement in Section 4.3, Major Gifts, which permits the naming of Public Places after living persons.
- 4.1.2** Naming Public Places in recognition of an individual or group shall be reserved for those who contributed outstanding civic service for the betterment of the Jackson community or the State of Wyoming during their lifetime. The quality of the contribution along with the length of the service of the individual should be considered.
- 4.1.3** Naming Public Places after national or international figures or groups should be rare and only upon a substantial demonstration of the figure's or group's connection to or special importance in the Jackson community or the State of Wyoming.
- 4.1.4** Naming Public Places after a group of people who perished in or survived a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened. Potential sites for such memorials should be focused on Public Places that are more known for their serene and contemplative nature rather than active recreational locations. Consideration may be placed on the contributions to the Jackson community or the State of Wyoming or the heroic actions of these people during their lifetime, rather than solely on the circumstances of their death or survivorship.
- 4.1.5** Naming a Public Place after historical figures or groups should be reserved for figures or groups who have historic, cultural, or social significance near or otherwise associated with the Public Place, which should be demonstrated through research and documentation. The appropriateness of naming a Public Place after such a figure or group is further supported if the community or surrounding region has already identified the Public Place with the name of the

figure.

4.2 Naming for Historic Events and Places. When a Public Place is located near or otherwise associated with events and places of historic, cultural, or social significance, it is appropriate to name the Public Place after such events and places. The relationship of the Public Place to the events and places of historic, cultural, or social significance should be demonstrated through research and documentation. The appropriateness of naming Public Places after such an event or place is further supported if the community or the surrounding region have already identified the Public Place with the name of the event or place. If the naming is associated with an event, the event must have taken place at least ten (10) years prior to the naming.

4.3 Naming for Major Gifts. Typically, the donation of gifts to the Town should be reward in itself. On rare occasion, a gift will be made to the Town (or a specific department or initiative thereof) that is of such magnitude and generosity that naming a Public Place in honor of or at the request of the benefactor may be considered. The following general guidelines and standards apply to any name proposal associated with a major gift:

4.3.1 Threshold. As a guideline but not a limitation, the threshold for a name proposal on Public Places requires meeting two, but preferably more, of the following types of major gifts: 1) deeding to the Town the land on which a Public Place will be situated; 2) payment of 75% or more of the capital cost of constructing a Public Place (considering matching fund or grants); 3) a long-term endowment for the repair and maintenance of a Public Place; and 4) the provision of significant program/departmental costs for the Public Place to serve programing/departmental needs.

4.3.2 General Standards. Benefactors of a major gift proposing a name for a Public Place shall follow all general guidelines, standards, and procedures as set forth in this policy. If a name proposal from a benefactor is approved, whatever contract accompanies the major gift must address certain conditions applying to the name, including at minimum, that time limits will be set on the name. The donation of a major gift alone does not oblige the Town to approve a benefactor's name proposal.

4.3.3 Naming for Persons. A benefactor of a major gift may submit a proposal for a name of a Public Place to be after a person(s). As an exception to 4.1.1 a living person's name may be considered for a name proposal associated with a major gift, provided that the person(s) is of good reputation. Each proposal shall be evaluated on its own merits, and the reputation of the proposed person(s) and community support should be considered.

4.3.4 Naming for Entities. A corporation, association, or other legally created entity ("Entity") making a major gift may submit a proposal for a name of a Public Place to be associated with the Entity. Each proposal shall be evaluated on its own merits, and the reputation of the proposed Entity and community support should be considered. No corporate logos, brands, insignias, or direct advertising text may be used as part of any name.

4.4 Sister Cities Program. The Town may consider naming Public Places for the international cities associated with the Town's Sister Cities Program.

4.5 Natural or Geological Features. Names of Public Places may be based on distinctive, predominant, and defining natural or geological features of the Town and surrounding area.

4.6 Streets and Alleys. The naming of new streets and alleys shall follow the guidelines, standards, and procedures of this policy. However, the renaming of existing streets or alleys is not allowed, except as permitted under Section 5.0. Notwithstanding the prohibition on renaming streets or alleys, there can be an honorary naming of a street or alley, which honorary naming shall follow the guidelines, standards, and procedures of this policy.

4.7 Other Considerations.

4.7.1 Subdivision. Typically, a Public Place (such as a park) should not be subdivided for the purpose of designating multiple names to the Place unless there are readily identifiable major physical divisions (major roads, waterways, etc.) in the Public Place and there are other compelling reasons for having more than one name for the Public Place. This

limitation on naming Public Places should not prevent giving a different name for a trail, building, Amenity, major feature, or distinct area located in Public Places.

- 4.7.2 Temporary Use.** Public Places that are held by the Town through lease, use agreement, or have a distinct limited life span or occupancy should not be named.
- 4.7.3 Signage.** All signs in Public Places must meet and not depart from the Town's graphic and signage standards. No specialized signage will be displayed.

5.0 Renaming Public Places.

- 5.1 Renaming Generally.** Proposals to rename Public Places are not encouraged and should be entertained only after fully investigating and considering the potential impact of removing the current name. Names that have become ingrained or widely accepted in the community should not be abandoned unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly used names should be preserved when possible. A renaming proposal shall be subject to the guidelines and standards set forth in this policy and to the procedures in Section 7.0
- 5.2 Revoking a Name Based on Disrepute or Subsequent Disreputable Acts.** The Town reserves the Town Council's exclusive right, at its sole discretion, to revoke the name of any Public Place without public process or hearings, including of an individual, group, or that associated with a major gift, if the individual(s), group, etc. for whom it is named, or the benefactor, turns out to be disreputable or subsequently acts in a disreputable way. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.
- 5.3 Revoking a Name Based on Derogation or Offensiveness.** A name of a Public Place that is derogatory or is shown to be offensive to a particular racial or ethnic group, gender, or religious group may be revoked at the discretion of Town Council at any time, without public process or hearings. While names that have become ingrained or widely accepted in the community should not be abandoned without compelling reasons and community consideration; derogation and offensiveness to a particular racial or ethnic group, gender, or religious group are compelling reasons for revocation. The Town may, in its sole discretion, rename the Public Place or elect to leave it unnamed.

6.0 New Public Place Without a Name Request. If a new Public Place is completed and no proposal for a name has come from the community or in association with any major gift, the Town may, but is not required to, propose a name, and may use an organized public process that it deems appropriate (i.e., Town-initiated proposal, fielding public nominations, a community contest, etc.). A name proposal developed under this Section shall be subject to the guidelines and standards set forth in this policy and the procedures in Section 7.2 and 7.3.

7.0 Procedure for Proposals to Name or Rename a Public Place.

- 7.1 Proposal Submission.** An individual, benefactor, Entity, community group, or business proposing to name a Public Place must provide a written proposal to the Town Manager, or their designee. The written proposal shall address the guidelines and standards set forth in this policy, and how the proposal meets the applicable standards.
- 7.2 Processing of Proposal by Town Manager.** Upon the submission of a proposal, the Town Manager, or their designee, shall designate a Lead Department to assist with the proposal. The Town Manager, or their designee, and the Lead Department shall review and analyze the proposal for compliance with the guidelines and standards set forth in this policy. If the proposal does not comply, the Town Manager will not advance the proposal to the Town Council and shall communicate such determination to the proposer. The proposer shall have the opportunity to correct and resubmit their proposal. If the proposal complies, the Town Manager will advance the proposal for Town Council consideration via a staff report that addresses, at minimum, the proposal's compliance with the guidelines and standards in this policy, as well as the financial, practical, staff and Town resource impacts, and legal impacts and ramifications of the naming or renaming.
- 7.3 Town Council Review.** Upon presentation of the staff report by the Town Manager, or their designee,

the Town Council may approve the proposal as is or deny the proposal. If Town Council elects to propose a modified name or rename the Public Place, the item shall be placed on a future agenda and repeat the process set forth in Section 7.2. and this Section 7.3. The final decision to approve or deny a proposal is wholly within the discretion of the Town Council. The Town Council may deny a proposal even if the proposal meets the guidelines and standards of this policy. There is no appeal of the Town Council's final decision.



COUNCIL WORKPLAN CALENDAR 2023				
MARCH	APRIL	MAY	JUNE	JULY
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Begin Planning for Updates to Wasterwater Treatment Plant	Budget	License Plate Recognition Security Cameras	State Leg.: Post-WAM, Agenda, & Approach	Karns Meadow Rezone
Wastewater Treatment Plant Construction Management	State Legislative Post Session Debrief/WAM Resolutions	Incorporating Drone Use Into Police Department		
Joint Department Funding/Governance Proposal		Energy Audit RFP & Green House Gas Inventory		
		Updates to Public Works Fees		
		Budget		
JIM	JIM	JIM	JIM	JIM
Transportation Work Plan	Long Range Planning Work Plan & Indicator Report	START JPA	Rec Center Fee Policy & Schedule	Workforce Housing Mitigation 2 Mtgs.
Housing Mitigation Policy Contract Amendment	Housing Supply & Work Plans	Budget	Budget	
	Budget			
	START Van Pool/Ride Matching Service to Airport/GTNP Budget			
	New Housing Partnership Developments & Land Acquisition			
AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Update to Anti-Discrimination Ordinance adding Anti-Bias Crimes	Consideration of Town Org. Structure & Efficiency	Compliance Issues for FTA Grants	Town Mobility Overlay	Future staffing for all departments
Center for the Arts Noise Discussion	Council Retreat Planning & Execution	Urban Forest Ord. Update & Program Policy Procedures	Ecosystem Indicator Project	Equity Audit & Further Recommendations
Naming Policy	Service Agreement for Design of Gregory Lane	Re-evaluation of large bldg/2:1 Workforce Bonus	Water Quality & Setting New Drinking Water Regs	Total Compensation Review
			State Legislative Agenda & Approach	Town Sustainability Plan
JIM	JIM	JIM	JIM	JIM
		Safe Streets for All Safety Action Plan	Workforce Housing Mitigation (Mtg. 3)	Regional Gov. & Transportation Planning Process & Agreements
		Joint Dept. Funding Review Process		
CHANGES & UPDATES	DATE CHANGE MADE			
State Legislative Post-Session Debrief - MOVED FROM JUNE TO APRIL	Apr-23			
Equity Audit & Further Recommendations - MOVED FROM JUNE TO DEC.	May-23			
State Legislative Approach & Agenda - MOVED FROM AUG. TO NOV.	May-23			
Support for Women's Reproductive Rights - PENDING	23-Jul			
Naming Policy - ADDED TO AUGUST	23-Jul			
Karns Meadow Conditional Use Permit - ADDING TO TBD DATE IN FALL	23-Jul			
Stormwater Management Plan - MOVING TO TBD DATE IN FALL	23-Jul			
Cow Pasture 1 & 2 Softball Field Replacement - MOVING TO TBD	23-Jul			
Pre-Construction Services Bid for Stilson - MOVING TO WINTER JIM TBD	23-Aug			

COUNCIL WORKPLAN CALENDAR 2024			
QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
Town Employee Housing Strategy	Assisted Living Housing Program	Design of E. Broadway, N. Cache, Maple Way?	Water Quality & Setting Regs for Drinking Water (Mtg. 2)
Updated Design Standards for Safe Streets	Policy Manual Update	Continued Growth/Demand for EMS	Design & Construction of Gregory Lane (Mtg.3)
Planning Stormwater Management Program	Adding Fees for Services to Offset Costs	Fire/EMS Level of Service & Setting Expectations	
Equity Task Force Next Steps	Design & Construction of Gregory Lane	Volunteer Career/Staffing Model & Dynamics	
Budget	Northern South Park		
	Budget		

SCOPING STAFF REPORTS

PROJECT	DEPARTMENT LEAD	REQUESTOR	MOTION MADE	BRING BACK DATE
				(60-ISH DAYS)
Airport Capital Budget & Related Engagement	Admin	AJ	9/6/22	September '23
Snow King & Willow Stop Sign	PW	Council	3/20/23	Town Engineer, Timing?
Center for the Arts Lease	Admin	AJ	5/22/22	April 17 – Roxanne, motion to address noise, coming back August
Potential to Host Mountain Towns 2030	Comm. Dev.	JSC	12/19/22	April 17 – Tanya
Indoor Vaping Ordinance	Legal	HML	2/6/23	July 17 – Council vote to add to PI List
Research About Censure Policy	Legal	JR	2/9/23	July 17 – Council vote to bring back @ future meeting
Discussion of Council Travel	Admin	Council	3/6/23	April 17 – Roxanne – Brought Back June 26
Construction Management Plans	Public Works	JR	8/15/22	February

POTENTIAL INITIATIVE (PI) LIST

PROJECT	REQUESTOR	DATE OF REQUEST
COUNCIL IDENTIFIED PI ITEMS		
Invest More Time in Relationship w/ County	JS	Retreat Feb. '23
Information Technology 5-Year Work Plan	JSC	Retreat Feb. '23
Geographic Information System (GIS)	JSC	Retreat Feb. '23
Revisit Comp Plan Definitions of 'Healthy Community'	JS	Retreat Feb. '23
Revisit Comp Plan Definitions of 'Healthy Economy'	JS	Retreat Feb. '23
Alternative Forms of Government, Expanding # of Council Seats	JSC	Retreat Feb. '23
Outside Evaluator to Assess Org. Structure & Transformation	JS	Retreat Feb. '23
Adding Mill of Property Tax	AJ	Retreat Feb. '23
Town Manager Prioritizing Organizational transformation	JS	Retreat Feb. '23
Senior Staff Building in Time to be Strategic & Proactive	JS	Retreat Feb. '23
Lodging Tax Increase	AJ	Retreat Feb. '23
County Water Sewer Connections & Staffing	AJ	Retreat Feb. '23
Franchise Request from Toro Blanco Group	AJ	1-May-23
Indoor Vaping Ordinance	Council vote after Scoping Report	17-Jul-23
STAFF IDENTIFIED ITEMS THAT DID NOT MAKE COUNCIL LIST		
	DEPARTMENT REQUESTOR	DOTS FROM RETREAT
Dog Off-Leash/Dog In Park Ordinance Review &/or Modification	Parks & Rec	0
Acessory Residential Unit Program	Housing	0
Parking Study Phase 3 - Policy,Strategies/Requirements	Transportation	2
Parking Related to Willow Street Safe Routes	Pathways	0
Code Enforcement Expectations & Parking Management	Police Dept.	2
Redesigning the 5-year Capital Improvement Plan	Public Works	2
Public Finance/Transparency/Metric Reporting Database	Finance Dept.	2
Budget Process & Format - Priority Driven Budgeting	Finance Dept.	0
Revisit Town Investment Policy	Finance Dept.	2
Status & Management of Residential Unit "Cap"	Planning Dept.	0
Standard for "Legacy Zones" to match Comp Plan	Planning Dept.	1
Standards for Landscaping to match Comp Plan	Planning Dept.	1
Procurement & Purchasing Policy	Administration	2

Staff Report Deadlines					
Meeting Date	Initial Staff Report Due	Complete Staff Report Due	Final Staff Report Due	Publication	Disbursements
<i>Date of the meeting</i>	<i>Three weeks prior to Friday before publication</i>	<i>One week prior to Friday before publication</i>	<i>Friday before publication</i>	<i>One week prior to the meeting</i>	<i>Due to Finance: two Wednesdays prior to meeting at 5pm</i>
7/10/2023	6/9/2023	6/23/2023	6/30/2023	7/3/2023	6/28/2023
7/17/2023	6/16/2023	6/30/2023	7/7/2023	7/10/2023	7/5/2023
8/7/2023	7/7/2023	7/21/2023	7/28/2023	7/31/2023	7/26/2023
8/21/2023	7/21/2023	8/4/2023	8/11/2023	8/14/2023	8/9/2023
9/11/2023	8/11/2023	8/25/2023	9/1/2023	9/4/2023*	8/30/2023
9/18/2023	8/18/2023	9/1/2023	9/8/2023	9/11/2023	9/6/2023
10/2/2023	9/1/2023	9/15/2023	9/22/2023	9/25/2023	9/20/2023
10/16/2023	9/15/2023	9/29/2023	10/6/2023	10/9/2023	10/4/2023
11/6/2023	10/6/2023	10/20/2023	10/27/2023	10/30/2023	10/25/2023
11/13/2023	10/13/2023	10/27/2023	11/3/2023	11/6/2023	10/1/2023
12/4/2023	11/3/2023	11/17/2023	11/24/2023*	11/27/2023	11/22/2023
12/18/2023	11/17/2023	12/1/2023	12/8/2023	12/11/2023	12/6/2023

JIM Agenda Item Requests			
<i>Submittal / Request Section</i>			
September 11, 2023 JIM			
#	Submitter Name	Agenda Item	Time Needed
1	Charlotte Frei	Regional Transportation Task Force Update	30 mins
2	April Norton	90 Virginian Lane RFP for Affordable Workforce Housing Development	120 mins
3	Bruce Abel	START Budget Amendment - Consent	5 min - consent
4	Steve Ashworth	Cow Pasture Ballfields Relocation	30 min
5			
Upcoming JIM Items			
11	April Norton	Oct JIM - RFP for Affordable & Workforce Housing Development at 90 Virginian Lane (third meeting)	60 mins
12			

September 11, 2023 Special Town Council Meeting

Initial SR Due: 8/11; Complete SR Due: 8/25; Final SR Due: 9/1

TOPIC

Announcements & Proclamations

Hunger Action Month

Consent Calendar

Minutes & Disbursements

August 21, 2023 Special Town Council Workshop

August 21, 2023 Regular Town Council Meeting

Temporary Sign & Special Event Permits

Temporary Sign Permit for Teton Leadership Center (P23-143)

Temporary Sign Permit for Wyoming Snow & Avalanche Workshop (P23-130)

Temporary Sign Permit Jackson Hole Ski & Snowboard Club Annual Ski Swap (P23-134)

Temporary Sign Permit for Black Tie BlueJean Ski Ball (P23-135)

Other

Equipment Purchase Approval for a New Street Sweeper

Discussion & Action Items

Administration

Non-Operational Bar and Grill License Extension Request - Rusty Parrot Lodge & Spa LLC

Community Development

Response to Regulatory Reduction Task Force

Planning and Building

Demolition Permit Stay for XX Gill Avenue

Public Works

JH Classical Academy - Connection Use Agreement Amendment

Resolutions

Resolution 23-16: A Resolution Setting the Regular Meeting Schedule

Resolution 23-XX: A Resolution Establishing the Town Policy and Procedure Regarding the Naming of Public Places

Ordinances

Ordinance T: An Ordinance Repealing the Regular Meeting Schedule to Allow Setting by Resolution

Ordinance V: An Ordinance Annexing Central Wyoming College - Jackson Campus

Ordinance W: An Amendment to the Official Zoning Map for Karns Meadow (P23-079)

Ordinance X: An Ordinance Updating Required Bicycle Parking (P23-016)

Ordinance Y: An Ordinance Amending the Land Development Regulations for Annual Clean Up Update (P23-026)

Matters from Town Manager

Town Manager's Report

Adjourn